



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

October 20, 2022

BOARD OF EDUCATION

Donald L. Bridge

Andrew Cruz

Christina Gagnier

James Na

Joe Schaffer

Maya King, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
5:05 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
October 20, 2022

AGENDA

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

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:05 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 22/23-08 and 22/23-10. (30 minutes)
- b. Public Employee Appointment (Government Code 54957): Elementary School Assistant Principal. (5 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- d. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. RECOGNITION

1. Educators of the Year from Across the 52nd Assembly District: Kris Ives

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Proceedings of this meeting are recorded.

I.F. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA**I.G. CHANGES AND DELETIONS****II. ACTION****II.A. HUMAN RESOURCES****II.A.1. Public Hearing and Ratification of the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers Effective July 1, 2022, through June 30, 2025**

Page 9

Recommend the Board of Education conduct a public hearing, and ratify of the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers Effective July 1, 2022, through June 30, 2025.

Open Hearing _____

Close Hearing _____

Motion____Second____

Preferential Vote: _____

Vote: Yes ____No ____

II.A.2. Public Hearing and Ratification of the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 Effective July 1, 2022

Page 32

Recommend the Board of Education conduct a public hearing, and ratify the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective July 1, 2022.

Open Hearing _____

Close Hearing _____

Motion____Second____

Preferential Vote: _____

Vote: Yes ____No ____

II.A.3. Approval of Salary Increases for Management and Classified Confidential Employees

Page 47

Recommend the Board of Education approve the salary increases for management and classified confidential employees as follows: Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022; a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary; and approve the revised salary schedule.

Motion____Second____

Preferential Vote: _____

Vote: Yes ____No ____

II.A.4.

Page 51

Addendum to the Employment Contracts for Associate Superintendents: Business Services, and Curriculum, Instruction, Innovation, and Support: Assistant Superintendents: Curriculum, Instruction, Innovation, and Support: Facilities, Planning, and Operations; and Human Resources Divisions

Recommend the Board of Education approve the addendum to the employment contracts for Associate Superintendents: Business Services, and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support: Facilities, Planning, and Operations; and Human Resources Divisions as follows: Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022; a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary; and approve the revised salary schedule.

Motion____Second____
Preferential Vote: ____
Vote: Yes ____No ____

II.A.5.

Page 59

Addendum to the Employment Contract for the Superintendent of the Chino Valley Unified School District

Recommend the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District as follows: Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

Motion____Second____
Preferential Vote: ____
Vote: Yes ____No ____

II.A.6.

Page 61

Compensation Increase for the Board of Education

Recommend the Board of Education approve a 5% compensation increase effective October 21, 2022.

Motion____Second____
Preferential Vote: ____
Vote: Yes ____No ____

III. CONSENT

Motion____Second____
Preferential Vote: ____
Vote: Yes ____No ____

III.A. ADMINISTRATION**III.A.1. Minutes of the October 6, 2022 Regular Meeting**

Page 62 Recommend the Board of Education approve the minutes of the October 6, 2022 regular meeting.

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

Page 70 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 71 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 74 Recommend the Board of Education accept the donations.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 22/23-08 and 22/23-10**

Page 77 Recommend the Board of Education approve student expulsion cases 22/23-08 and 22/23-10.

III.C.2. School Sponsored Trip

Page 78 Recommend the Board of Education approve/ratify the school-sponsored trip for Don Lugo HS.

III.C.3. Revision of Board Policy 6142.7 Instruction—Physical Education and Activity

Page 79 Recommend the Board of Education approve the revision of Board Policy 6142.7 Instruction—Physical Education and Activity.

III.C.4. Revision of Board Policy 6146.1 Instruction—High School Graduation Requirements

Page 86 Recommend the Board of Education approve the revision of Board Policy 6146.1 Instruction—High School Graduation Requirements.

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

Page 95 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 96 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

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

Page 99 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.4. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 08-01)

Page 101 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 08-01).

III.D.5. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 22-01)

Page 106 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 22-01).

III.D.6. Change Order and Notice of Completion for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance STEAM Academy

Page 112 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance STEAM Academy.

III.D.7. Award of Bid No. 22-23-08F, Preserve II School—New Construction

Page 117 Recommend the Board of Education award Bid No. 22-23-08F, Preserve II School—New Construction to: Bogh Engineering; RND Contractors, Inc.; Core Contracting, Inc.; David M. Bertino Mfg., Inc.; Best Contracting Services, Inc.; Star Hardware, Inc.; Elite Glass Enterprises, Inc.; Caston, Inc.; Inland Pacific Tile, Inc.; Southcoast Acoustical Interiors, Inc.; Continental Flooring, Inc.; Western Painting and Wallcovering, Inc.; Patriot Contracting and Engineering; Kitcor Corporation; JPI Development Group, Inc.; West Tech Mechanical; Rancho Pacific Electric Construction, Inc.; and Inland Empire Landscape, Inc.

III.D.8. Approval of Phase 2 Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measure per RFP No. 22-22-05, HVAC Assessments and Maintenance Services

Page 119

Recommend the Board of Education approve the Phase 2 Energy Services Contract with PacificWest Energy Solution for Improved Air Quality Measures per RFP No. 22-22-05, HVAC Assessments and Maintenance Services.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 143

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

III.E.2. Rejection of Claim

Page 161

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

III.E.3. Revision to the Student Internship Agreement with National University

Page 162

Recommend the Board of Education approve the revision to the student internship agreement with National University.

III.E.4. Fieldwork Agreement with Eastern New Mexico University

Page 171

Recommend the Board of Education approve the fieldwork agreement with Eastern New Mexico University.

III.E.5. Emergency Operations Plan

Page 178

Recommend the Board of Education approve the Emergency Operations Plan.

IV. INFORMATION

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

IV.A.1. Revision of Board Policy and Administrative Regulation 6146.2 Instruction—Certificate of Proficiency/High School Equivalency

Page 251

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6146.2 Instruction—Certificate of Proficiency/High School Equivalency.

IV.A.2. Revision of Board Policy and Administrative Regulation 6164.5 Instruction—Student Success Teams

Page 257

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 6164.5 Instruction—Student Success Teams.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Revision of Board Policy 7110 Facilities—Facilities Master Plan

Page 264 Recommend the Board of Education receive for information the revision of Board Policy 7110 Facilities—Facilities Master Plan.

IV.B.2. Revision of Board Policy and Administrative Regulation 7150 Facilities—Site Selection and Development

Page 269 Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 7150 Facilities—Site Selection and Development.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

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

DATE: October 20, 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: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE ASSOCIATED CHINO TEACHERS EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2025

=====

BACKGROUND

On September 28, 2022, the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) reached a tentative agreement for a successor agreement, effective July 1, 2022, through June 30, 2025. The Association finalized and approved the tentative agreement by a unit vote on October 12, 2022.

The District has provided the necessary Notice to the Public and fiscal disclosure documents to the San Bernardino County Superintendent of Schools for review ten days in advance of this pending action item, AB 1200. Additionally, the Board is required to conduct a public hearing in order to receive public input prior to any Board action.

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, and ratify the Tentative Agreement between the Chino Valley Unified School District and the Associated Chino Teachers effective July 1, 2022, through June 30, 2025.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

NE:RR:IB:ED:mcm

**TENTATIVE AGREEMENT
BETWEEN THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)
AND THE
ASSOCIATED CHINO TEACHERS (A.C.T.)**

September 28, 2022

ARTICLE 1: AGREEMENT

NOTATION:

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed. Further, the parties agreed to consider all other editorial changes prior to distribution of the Agreement, as long as those changes do not alter the intent or scope of the Agreement. The parties agree that the "numbering" within the Articles need to be reviewed and adjusted as necessary.

- 1.1 Except as specifically provided herein, this agreement shall remain in full force and effect from ~~JULY 1, 2022, THROUGH JUNE 30, 2023~~ **JULY 1, 2022, THROUGH JUNE 30, 2025.**
- 1.2 **THIS AGREEMENT IS CLOSED FOR THE 2022-2023 SCHOOL YEAR, BUT SUBJECT TO REOPENERS FOR THE 2023-2024 AND 2024-2025 SCHOOL YEARS.** ~~During the 2020-2021-2022-2023 and 2021-2022-2023-2024 school years, the Association and the District shall meet for subsequent reopener negotiations to the 2019-2022 successor agreement. DURING EACH REOPENER YEAR, the Association and the District may each submit THREE (3) two (2) articles of the agreement for negotiation, ONE OF WHICH SHALL BE Article 17. shall be closed for the 2020-21-2022-2023 schools year but will be AN automatic reopener in 2021-2022.~~
- 1.2.1 Both parties agree that we will continue to bargain contract language for psychologists, behavioral health counselors, and behavioral intervention counselors **THROUGHOUT THE 2022-23 SCHOOL YEAR. IF NOT CONCLUDED BY JUNE 30, 2023, THE PARTIES WILL CONTINUE TO BARGAIN AND** ~~if included in the 2020-21 and 2021-22 reopeners, this~~ **IT** will not count as either party's allotted **REOPENER** Articles.

ARTICLE 8: EVALUATIONS

- 8.2 The District shall evaluate all permanent unit members no less than once every two (2) years. **PERMANENT UNIT MEMBERS WHO** ~~or, if they have been employed by the District for at least ten (10) years, are authorized to teach English learners, and were rated OVERALL as exceeding STANDARDS IN THEIR MOST RECENT COMPLETED EVALUATION, SHALL BE EVALUATED AT LEAST ONCE EVERY FIVE YEARS. A PERMANENT BARGAINING UNIT MEMBER WHO OTHERWISE MEETS THE CRITERIA OUTLINED HEREIN, AND ARE RATED OVERALL AS~~ ~~or meeting standards in their previous evaluation, may be evaluated at least once every five years, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. All probationary and temporary unit members shall be evaluated no less than once each year.~~

ARTICLE 14: HOURS

- 14.1 The regular workday for a unit member shall consist of seven (7) on-site duty hours or thirty-five (35) hours per week, inclusive of lunch. Unit members who receive an additional

responsibility factor shall work thirty-five (35) hours per week, exclusive of lunch. (SEE APPENDIX B)

14.1.2.1 THE ADDITIONAL RESPONSIBILITY FACTOR COMPENSATION FOR COUNSELORS SHALL BE A FACTOR OF 6% OF THE INDIVIDUAL COUNSELOR'S REGULAR ANNUAL SALARY.

14.3.1 At the secondary level a **ONE MONTHLY** faculty/staff development and a **ONE MONTHLY** department meeting shall be held immediately following the instructional day, except as otherwise agreed to by a majority vote of unit members concerned. Such meetings shall normally be no longer than one (1) hour in length, and, with the exception of emergencies, unit members are to receive advance notice of at least one (1) week of the required meeting.

At the elementary level a **ONE MONTHLY** faculty/staff development meeting and a **ONE MONTHLY** grade level meeting shall be held immediately following the instructional day, except as otherwise agreed to by a majority vote of unit members concerned. Such meetings shall normally be no longer than one (1) hour in length, and, with the exception of emergencies, unit members are to receive advance notice of at least one (1) week of the required meeting.

The parties agree the District may schedule and require unit members' participation at additional meetings during the defined workday, except the District shall not schedule meetings during the unit members' lunch period or conference/preparation time.

14.11.4 Elementary school sites that have SDC mild/moderate and moderate/severe classes shall receive a budget of ~~\$1,000~~ **\$2,000** per school year per class. The teacher and site administrator are to mutually agree upon the allocation of the funds. The funds may be used to provide release time, hire substitutes, provide extra hours per timesheet, and/or purchase materials. If the teacher and administrator are not able to mutually agree to a use for the money, the Director of Special Education shall specify a use after discussing the matter with the teacher and administrator.

ARTICLE 15: PLACEMENT, ASSIGNMENT, REASSIGNMENT, TRANSFER, AND VACANCIES

~~**15.2.6.1** When there is a need by the receiving work site to consider diversity factors such as race, ethnic background, and gender; or~~

15.3.7 REDUCTION IN STAFF

Whenever the number of unit members placed at a school site must be reduced, and the reduction causes an involuntary transfer, the principal shall first seek a volunteer to transfer.

At the secondary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member with the least District seniority in the affected department shall be transferred/reassigned to another assignment/site where there is an opening, **WITH THE FOLLOWING EXCEPTIONS. THE DISTRICT SHALL USE SITE SENIORITY WHEN TRANSFERRING A UNIT MEMBER OUT OF THE ALTERNATIVE EDUCATION CENTER (AEC). IN ADDITION, WHEN A UNIT MEMBER HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS, THE DISTRICT SHALL CONSIDER THE UNIT MEMBER'S SITE SENIORITY VERSUS DISTRICT SENIORITY FOR THE PURPOSE OF IDENTIFYING THE EMPLOYEE TO BE TRANSFERRED.**

At the elementary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member at the school site with the least District seniority will be transferred to another site where there is an opening, **WITH THE FOLLOWING EXCEPTIONS. THE DISTRICT SHALL USE SITE SENIORITY WHEN TRANSFERRING A UNIT MEMBER OUT OF THE ALTERNATIVE EDUCATION CENTER (AEC). IN ADDITION, WHEN A UNIT MEMBER HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS, THE DISTRICT SHALL CONSIDER THE UNIT MEMBER'S SITE SENIORITY VERSUS DISTRICT SENIORITY FOR THE PURPOSE OF IDENTIFYING THE EMPLOYEE TO BE TRANSFERRED.**

When an opening is not available for a unit member being involuntarily transferred the District retains the right of assignment/transfer for all teachers. The displaced unit member will be transferred pursuant to the appropriate section in Article 15.3.

An involuntarily transferred unit member, resulting from a staff reduction as set forth in 15.3.7, shall have the first right to return to his/her former site only during the school year in which the involuntary transfer takes effect as long as it does not create a "mis-assignment". In instances where multiple teachers desire to return to their former site, the District will use District seniority to determine the order of offer.-The District is not obligated to give notice to the unit member of any vacancy or right to return unless the unit member has informed the District through use of the District's transfer request form that he/she wishes to return to the prior school of assignment. **THIS PARAGRAPH SHALL NOT APPLY TO A UNIT MEMBER WHO HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS.**

~~Exception to this section may be made by the site principal when there is a need by the site to consider such factors as race, ethnic background, gender and age, and/or the teacher is providing service in an extra duty assignment.~~

15.4.3 All attempts will be made to assign unit members to positions where they will serve most effectively as determined by the principal. ~~When two or more unit members are being considered for the same assignment, and all factors are equal (in addition to effectiveness, factors to be considered are: balancing of staff with regards to race, ethnic background, gender, age and/or whether the teacher is providing service in an extra duty assignment) as determined by the administrator, the assignment shall be made on the basis of site seniority.~~

ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

17.2 SALARY & FRINGE BENEFITS AGREEMENT

2022-2023

- 1. 8.75% ON SCHEDULE SALARY INCREASE FOR 2022-2023 SCHOOL YEAR EFFECTIVE JULY 1, 2022.**
- 2. \$2,205 ONE TIME BONUS FOR 2022-2023 SCHOOL YEAR FOR THOSE UNIT MEMBERS IN PAID STATUS ON SEPTEMBER 28, 2022.**

Effective July 1, 2021, the District's maximum annual contribution to unit member health and welfare benefit premiums shall be \$10,000.00. Unit members selecting policies that have a cost above the maximum District annual contribution shall pay the amount in excess of the maximum District contribution through payroll deduction.

17.3 Rates reflected in Appendix C shall be adjusted annually at the same rate as the rate of change applied to the certificated salary schedule in Appendix B.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

- 22.1 The District and the Association will continue to work collaboratively towards reaching a common understanding of the professional learning community (PLC) process and to develop a framework that ultimately benefits the students of the District.
- 22.2 The goal for PLC is to be a systematic, teacher-driven process in which educators work interdependently to analyze and impact professional practice ~~in order~~ to improve their individual and collective results. The PLC process encourages educators to work collaboratively rather than in isolation and to take collective responsibility for student learning. The collaborative team effectively replaces the isolated classroom as the fundamental structure of the school. Collaborative teams are the engines that drive the organization's efforts to achieve its mission of high levels of learning for all students.
- 22.3 Scheduled PLC time shall be used to collaboratively answer the following four (4) critical PLC questions:
- 22.3.1 What do we want students to know?
- 22.3.2 How will we know when they have learned it?
- 22.3.3 How will we address the students that do not meet the expected learning targets?
- 22.3.4 How will we provide ~~enrichment~~ **EXTENSION** for the students that have met the learning targets?
- 22.3.4.1 EXTENSION: STUDENTS ARE STRETCHED BEYOND ESSENTIAL GRADE-LEVEL CURRICULUM OR LEVELS OF PROFICIENCY.**
- 22.4 It is understood that a "regularly scheduled PLC meeting" shall be no longer than 45 minutes in length.
- 22.5 **REGULARLY SCHEDULED PLC MEETINGS SHALL NOT BE SCHEDULED DURING THE FIRST TWO (2) FULL WEEKS OF THE STUDENT INSTRUCTIONAL ATTENDANCE CALENDAR TO ALLOW STAFF TO COMPLETE DISTRICT MANDATED TRAININGS.**
- ~~22.5~~ 22.6 ~~At the elementary level, the PLC time shall not be scheduled the week prior to the closing of each trimester grade reporting window, (HR and ACT will provide window dates).~~
- ELEMENTARY UNIT MEMBERS, GRADES TK THROUGH SIX (6), SHALL RECEIVE ONE REGULARLY SCHEDULED PLC (FORTY-FIVE (45) MINUTES) PER TRIMESTER (TOTAL OF THREE (3) PER SCHOOL YEAR) TO INPUT GRADES INTO THE DISTRICT LEARNING MANAGEMENT SYSTEM. THIS REGULARLY SCHEDULED PLC MUST BE TAKEN ONE WORKING WEEK PRIOR TO OR FOLLOWING THE CLOSE OF EACH TRIMESTER GRADING PERIOD AND SHALL BE SCHEDULED BY A MAJORITY VOTE OF UNIT MEMBERS AT EACH SITE. UNIT MEMBERS SHALL COMMUNICATE THEIR SELECTED DATES TO THEIR SITE ADMINISTRATOR.**

- ~~22.6~~ 22.7 At the elementary level, except as otherwise agreed to by a majority vote of the unit members at the site, a PLC shall begin directly following the instructional day. The instructional day shall end immediately following student dismissal.
- ~~22.7~~ 22.8 PLC time shall be used to collaboratively answer one (1) or more of the four (4) PLC questions and shall not be used for administrative topics nor as teacher preparation time.
- ~~22.8~~ 22.9 The PLC leadership team, defined as site administration and department/grade level chairs, shall work collaboratively to develop a tentative PLC calendar for the school year.
- ~~22.9~~ 22.10 Student data from common formative assessments collected during the PLC process shall not be used for disciplinary purposes or as part of a unit member's evaluation.
- ~~22.10~~ ~~The parties agree to mutually establish days to discuss the implementation of this MOU regarding PLC.~~

APPENDIX B (cont.)

MISCELLANEOUS

- 1. ANNIVERSARY INCREMENTS**
- 2. AS NOTED IN ARTICLE 14.1.2.1, THE Additional RESPONSIBILITY FACTOR** compensation for counselors shall be a factor of 6% of the individual counselor's regular annual salary.
- 5. When opening a new school, unit members may have three (3) days of THE DAILY substitute TEACHER pay (~~\$125.00 per day~~) for additional services to be rendered as assigned by the principal. As an alternative, teachers may have three (3) days of release time to facilitate the move to the new school.**

APPENDIX C (cont.)

B. HOURLY INSTRUCTION

The hourly instruction rate shall be **CALCULATED \$47.78 USING THE** ~~(Annual Salary for Group III, Step 1 of the Certificated Salary Schedule divided by 183 and then by 6).~~

D. STUDENT SUPERVISION

The hourly student supervision rate shall be ~~\$35.83~~ **(75% of the hourly INSTRUCTIONAL rate).**

E. DRIVER'S EDUCATION

The hourly rate for behind-the-wheel driver's education instruction is **SHALL BE \$45.39** ~~(95% of the hourly INSTRUCTIONAL rate).~~

F. SUBSTITUTE RATE

The daily rate for unit members substituting while off-contract, and during summer months shall be ~~\$150.00~~ **AT THE CURRENT DAILY SUBSTITUTE TEACHER RATE.**

APPENDIX C (cont.)

ANNUAL STIPENDS FOR EXTRA DUTY COACHING AND STUDENT ACTIVITY POSITIONS EFFECTIVE ~~JULY 1, 2021~~—1.65% JULY 1, 2022

All positions are single person positions, with the following exceptions: High School Assistant Varsity Football - 3 positions; High School Assistant Men/Women Track - 2 positions. In respect of High School Athletic or High School Activities Directors in Level I, service for less than one year shall entitle the member to a pro rata share of the stipend.

LEVEL I \$4,567

H.S. Varsity Football
H.S. Athletic Director
H.S. Activity Director

LEVEL II \$4,457

H.S. Band Director

LEVEL III \$4,252

H.S. ~~Women/Men~~ Var. Basketball (WOMEN/MEN)

LEVEL IV \$3,977

H.S. Head Var. Baseball/Softball
H.S. Head Var. Track (WOMEN/MEN)
H.S. Asst. Varsity Football

LEVEL V \$3,817

H.S. A-V Coordinator

LEVEL VI \$3,796

H.S. Head Var. Soccer (WOMEN/MEN)
H.S. Head Var. Wrestling (WOMEN/MEN)
H.S. Head Water Polo (WOMEN/MEN)
H.S. Head ~~Women/Men~~ Swim (WOMEN/MEN)

LEVEL VII \$3,732

H.S. Drill Team Advisor/H.S. Dance Advisor

LEVEL VIII \$3,485

H.S. Head ~~Women/Men~~ Tennis (WOMEN/MEN)
Head Cross Country (WOMEN/MEN)
H.S. Head Var. Volleyball (WOMEN/MEN)
H.S. Asst. ~~Women/Men~~ Basketball (WOMEN/MEN)
H.S. Head JV Basketball (WOMEN/MEN)
H.S. Badminton (WOMEN/MEN)
H.S. Cheer Coach

LEVEL IX \$3,404

H.S. Choral Director
Agriculture Advisor
H.S. Drama Director

LEVEL X \$3,192

H.S. Soph/JV Football
H.S. Frosh Football
H.S. ASST. FROSH FOOTBALL
H.S. Frosh Baseball
H.S. JV Baseball
H.S. ASST. VAR. BASEBALL
H.S. Frosh/Soph. Wrestling (WOMEN/MEN)
H.S. FROSH SOFTBALL
H.S. Asst. ~~Womens~~ Swim (WOMEN/MEN)
H.S. Asst. Var. Wrestling (WOMEN/MEN)
H.S. Frosh/Soph. Basketball (WOMEN/MEN)
H.S. Asst. Women's Softball
H.S. JV Women's Softball
H.S. Asst. ~~Women/Men~~ Track (WOMEN/MEN)
H.S. Frosh/Soph. ~~Boys~~ Soccer (WOMEN/MEN)
H.S. JV Wrestling (WOMEN/MEN)
Boys Republic Baseball
Boys Republic Basketball
Jr. High Activities Director/Leadership

LEVEL XI \$2,986

Jr. High Band Director
H.S. FHA-HERO
VICA
FBLA/DECCA
H.S. Career Technical Education (CTE)

APPENDIX C (cont.)

LEVEL XII \$2,887

H.S. ~~Womens~~ Asst. Volleyball (WOMEN/MEN)
H.S. ~~Womens~~ JV Volleyball (WOMEN/MEN)
~~H.S. Asst. Frosh Football~~
H.S. JV Soccer (WOMEN/MEN)
~~H.S. Asst. Var. Baseball~~
H.S. Asst. Water Polo (WOMEN/MEN)
H.S. Golf (WOMEN/MEN)
H.S. JV ~~Boys~~ Tennis (WOMEN/MEN)
~~H.S. JV Baseball~~
H.S. Asst. JV Football
Boys Republic Track
Boys Republic Cross Country
H.S. Asst. Badminton (WOMEN/MEN)

LEVEL XIII \$2,697

H.S. Yearbook Advisor
H.S. Publications Advisor
H.S. Pep SIDELINE Squad Advisor
H.S. AVID Advisor

LEVEL XIV \$2,486

H.S. Photo Advisor
Jr. High AVID Advisor
ES SDC TEACHER (INCLUDES PRESCHOOL AND TK)

LEVEL XV \$2,225

Jr. High Drill Team/Jr. High Dance Advisor
Jr. High Color Guard Advisor
Jr. High Renaissance

LEVEL XVI \$2,014

Jr. High Football
Jr. High Soccer

LEVEL XVII \$1,911

H.S. Asst. Band Director
Jr. High Basketball
Jr. High Track
Jr. High Volleyball
Jr. High Co-ed Softball
H.S. Choreographer Dir.
H.S. Asst. Pep SIDELINE Squad
Other J.H.S. coaches
Two high school extra duty stipends for coaches of academic competition teams.

LEVEL XVIII \$1,556

H.S. Senior Class Advisor
Jr. High STEM/STEAM Advisor
Jr. High Yearbook Advisor
H.S. Jr. Class Advisor
Jr. High Activity Stipend: _____
H.S. Activity Stipend: _____
After School Activity Stipend: _____

LEVEL XIX \$1,348

H.S. Soph. Class Advisor
Jr. High Visual Performing Arts Advisor
Jr. High Pep Squad Advisor
Jr. High Vocal Music
H.S. Frosh Class Advisor

LEVEL XX \$473

7th grade Decathlon
8th grade Decathlon
Jr. High Science Fair Advisor

**** Additional funding will be provided for high school FHA-HERO VICA, FBLA/DECCA, and CTE when such positions are to be filled by individual sites.**

Note: At the high school level the District shall provide ~~57~~ 64 coaching stipends, 21 student activities stipends and 14 department chair stipends. At the junior high schools each site get 4 coaching stipends, 6 student activities stipends and 7 department chair stipends. At the elementary schools, IN ADDITION TO ELEMENTARY SDC TEACHER STIPENDS, each site will receive two extra duty stipends.

~~THE DISTRICT SHALL INCREASE THE NUMBER OF COACHING STIPEND POSITIONS AT THE HIGH SCHOOLS BY 10. THE INCREASE IN THE NUMBER OF STIPENDS WILL BE PHASED IN OVER THE DURATION OF THE AGREEMENT. THE STIPEND POSITIONS SHALL BE AT LEVEL XII. FOR THE 2002 2003 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2003 2004 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY THREE (3). FOR THE 2004 2005 SCHOOL YEAR THE NUMBER OF STIPENDS WILL BE INCREASED BY FOUR (4).~~

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Psychologist Salary Schedule
2021/2022 Effective July 1, 2021
Includes 1.65% Increase
LONGEVITY REVISION EFFECTIVE JULY 1, 2022

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
28	Psychologist	195	93,761	96,967	100,162	103,347	106,546
28B	Behavior Intervention Psychologist	200	101,365	104,829	108,283	111,726	115,185

Longevity-Certificated Management	
10 YEARS OF SERVICE	2%
15 Years of Service	4% \$1,704
20 Years of Service	6% \$3,408
25 Years of Service	8% \$5,114
30 Years of Service	10% \$6,820

BOARD APPROVED: May 20, 2021

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Behavior Intervention Counselor/Behavioral Health Counselor Salary Schedule
2021/2022 Effective July 1, 2021
Includes 1.65% Increase
LONGEVITY REVISION EFFECTIVE JULY 1, 2022

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
38A	Behavior Intervention Counselor	220	64,460	66,630	68,803	71,011	73,182
38B	Behavioral Health Counselor	248	72,594	75,037	77,487	79,979	82,426

Longevity Classified Management	
10 YEARS OF SERVICE	2%
15 Years of Service	4% \$1,704
20 Years of Service	6% \$3,408
25 Years of Service	8% \$5,114
30 Years of Service	10% \$6,820

BOARD APPROVED: May 20, 2021

THIS TENTATIVE AGREEMENT RESOLVES THE PARTIES' NEGOTIATIONS FOR THE 2022-2023 SCHOOL YEAR AND WITH THE EXCEPTION OF THE FOREGOING, ALL OTHER TERMS AND CONDITIONS SET FORTH IN THE PARTIES' COLLECTIVE BARGAINING AGREEMENT EFFECTIVE AS OF JULY 1, 2022, SHALL REMAIN STATUS QUO.

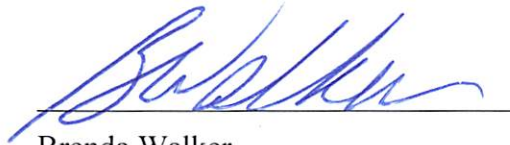
FOR THE DISTRICT:



Richard Rideout
Assistant Superintendent
Human Resources

9/28/22
Date

FOR THE ASSOCIATION:



Brenda Walker
President
Associated Chino Teachers

9/28/22
Date

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Association of Chino Teachers (ACT)

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

10/20/22

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2022/23**

07/01/22

06/30/25

2022/23, 2023/24, 2024/25

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$150,640,097.00

2. Current Year Costs After Agreement

\$167,698,780.00

3. Total Cost Change

\$17,058,683.00

4. Percentage Change

11.32%

5. Value of a 1% Change

\$1,506,400.97

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

8.75%

2.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

12%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

183

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$29,067,910.00
2.	Cost of Benefits After Agreement	\$32,359,598.00
3.	Percentage Change in Total Costs	11.32%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$440,150,991.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$13,204,529.73

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$35,402,839.00
5.	Unassigned/Unappropriated (Object 9790)	\$14,738,725.00
6.	Total Reserves: (Object 9789 + 9790)	\$50,141,564.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$50,141,564.00
9.	Percentage of General Fund Expenditures/Uses	11.39%
	Difference between District Reserves and Minimum State Requirement	\$36,937,034.27

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were provided by School Services of California dartboard, SBCSS, as well as local district assumptions.

H. NARRATIVE OF AGREEMENT

8.75% on schedule salary increase for 2022-23 school year effective 7/1/2022. \$2,205 one time bonus for 2022-2023 school year for those unit members in paid status on September 28,2022. Longevity adjustment for BIC, BHC and Psychologists. Add stipend for Elementary SDC teachers included on Appendix C.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Date

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/20/2022 took action to approve the proposed Agreement with the Association of Chino Teachers (ACT) Bargaining Unit.

***President, Governing Board
(signature)***

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - TEACHERS

2022/23 Effective July 1, 2022

Includes 8.75% Increase

				B.A. + 45 Sem. Hrs OR M.A.	B.A. + 60 incl M.A. OR M.A. + 15 Sem Hrs. OR B.A. + 65 Sem. Hrs (see below)
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs		
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>	<u>GROUP V</u>
1	56,282	56,282	58,563	62,253	66,468
2	56,282	57,925	61,197	65,161	69,479
3	57,599	60,448	63,828	68,045	72,476
4	60,041	62,986	66,468	70,944	75,496
5	62,459	65,521	69,118	73,852	78,495
6	64,898	68,045	71,746	76,760	81,510
7	64,898	70,594	74,373	79,650	84,506
8	64,898	73,116	77,024	82,579	87,511
9	64,898	73,116	79,650	85,472	90,528
10	64,898	73,116	82,298	88,367	93,526
11	64,898	73,116	82,298	91,275	96,542
12	64,898	73,116	82,298	94,182	99,546
13	64,898	73,116	82,298	94,182	102,548
14	64,898	73,116	82,298	94,182	105,549
15	66,472	74,694	84,117	96,234	108,009
16	66,472	74,694	84,117	96,234	108,009
17	66,472	74,694	84,117	96,234	108,009
18	68,048	76,266	85,930	98,289	110,469
19			85,930	98,289	110,469
20			85,930	98,289	110,469
21			87,749	100,344	112,930
22				100,344	112,930
23				100,344	112,930
24				102,397	115,390
25				102,397	115,390
26				102,397	115,390
27				104,455	117,849

PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - COUNSELORS

2022/2023 Effective July 1, 2022

Includes 8.75% Increase

				B.A. + 45 Sem. Hrs OR M.A.	B.A. + 60 incl M.A. OR M.A. + 15 Sem Hrs. OR B.A. + 65 Sem. Hrs
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs		
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>	<u>GROUP V</u>
1	59,360	59,360	61,761	65,652	70,099
2	59,360	61,089	64,541	68,718	73,276
3	60,747	63,750	67,315	71,764	76,439
4	63,320	66,429	70,099	74,822	79,619
5	65,874	69,100	72,894	77,890	82,781
6	68,445	71,764	75,666	80,954	85,965
7	68,445	74,450	78,440	84,001	89,123
8	68,445	77,109	81,234	87,090	92,294
9	68,445	77,109	84,001	90,140	95,475
10	68,445	77,109	86,796	93,199	98,636
11	68,445	77,109	86,796	96,262	101,815
12	68,445	77,109	86,796	99,328	104,986
13	68,445	77,109	86,796	99,328	108,153
14	68,445	77,109	86,796	99,328	111,320
15	70,105	78,775	88,713	101,493	113,911
16	70,105	78,775	88,713	101,493	113,911
17	70,105	78,775	88,713	101,493	113,911
18	71,768	80,434	90,627	103,661	116,505
19			90,627	103,661	116,505
20			90,627	103,661	116,505
21			92,544	105,828	119,101
22				105,828	119,101
23				105,828	119,101
24				107,993	121,695
25				107,993	121,695
26				107,993	121,695
27				110,163	124,288

PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

- a) Must be on Step 9 with a minimum of eight (8) years experience
- b) Must have at least 65 semester units beyond a Bachelor's Degree
- c) Must have completed 15 semester units in accordance with the salary provisions of this schedule, since July 1, 1972

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE
FOR CHILD DEVELOPMENT PROGRAMS
2022/2023 Effective July 1, 2022
Includes 8.75% Increase

	CHILD CARE PERMIT	CHILD CARE PERMIT PLUS AA DEGREE PLUS 10 UNITS	CHILD CARE PERMIT PLUS BA DEGREE	BA DEGREE PLUS REGULAR TEACHING CREDENTIAL
<u>STEP</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>
1	22.72	24.93	28.67	32.99
2	23.69	26.05	29.91	34.69
3	24.93	27.25	31.37	36.37
4	26.05	28.42	32.99	38.16
5	26.05	29.76	34.69	40.12
6	26.05	29.76	36.50	42.11
7	26.05	29.76	36.50	42.11
8	26.05	29.76	36.50	42.11
9	26.05	29.76	36.50	42.11
10	26.05	29.76	36.50	42.11
11	26.05	29.76	36.50	42.11
12	26.05	29.76	36.50	42.11
13	26.05	29.76	36.50	42.11
14	26.05	29.76	36.50	42.11
15	26.70	30.55	37.46	43.34
16	26.70	30.55	37.46	43.34
17	26.70	30.55	37.46	43.34
18	27.34	31.34	38.38	44.54
19	27.34	31.34	38.38	44.54
20	27.34	31.34	38.38	44.54
21	27.98	32.10	39.31	45.77
22	27.98	32.10	39.31	45.77
23	27.98	32.10	39.31	45.77
24		32.85	40.26	47.01
25		32.85	40.26	47.01
26		32.85	40.26	47.01
27		33.66	41.19	48.23

PERMIT TEACHERS EMPLOYED UNDER THIS POLICY WILL BE MEMBERS OF THE STATE TEACHERS' RETIREMENT SYSTEM.

THE DESIGNATED HEAD PERMIT TEACHER WILL RECEIVE A STIPEND OF \$1,119

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Speech Language Pathologist Salary Schedule
2022/2023 Effective 7/1/2022
Includes 8.75% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
29	Speech Language Pathologist	183	84,506	99,546	108,009	112,930	117,849

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Psychologist Salary Schedule
2022/2023 Effective July 1, 2022
Includes 8.75% Increase and Longevity Revision

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
28	Psychologist	195	101,965	105,452	108,926	112,390	115,869
28B	Behavior Intervention Psychologist	200	110,234	114,002	117,758	121,502	125,264

Longevity Certified Management		
10 YEARS OF SERVICE		2%
15 Years of Service	4%	\$ 1,704.00
20 Years of Service	6%	\$ 3,408.00
25 Years of Service	8%	\$ 5,114.00
30 Years of Service	10%	\$ 6,820.00

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Behavior Intervention Counselor/Behavioral Health Counselor Salary Schedule
 2022/2023 Effective July 1, 2022
 Includes 8.75% Increase and Longevity Revision

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
38A	Behavior Intervention Counselor	220	70,100	72,460	74,823	77,224	79,585
38B	Behavioral Health Counselor	248	78,946	81,603	84,267	86,977	89,638

Longevity Classified Management		
10 YEARS OF SERVICE		2%
15 Years of Service	4%	\$ 1,704.00
20 Years of Service	6%	\$ 3,408.00
25 Years of Service	8%	\$ 5,114.00
30 Years of Service	10%	\$ 6,820.00

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

DATE: October 20, 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: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102 EFFECTIVE JULY 1, 2022

=====

BACKGROUND

On September 30, 2022, the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 reached a tentative agreement for the reopener to the collective bargaining agreement, effective July 1, 2022. The Association membership approved the tentative agreement on October 11, 2022.

The District has provided the necessary Notice to the Public and fiscal disclosure documents to the San Bernardino County Superintendent of Schools for review ten days in advance of this pending action item, AB 1200. Additionally, the Board is required to conduct a public hearing in order to receive public input prior to any Board action.

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, and ratify the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective July 1, 2022.

FISCAL IMPACT

See Form for Public Disclosure of Proposed Collective Bargaining Agreement for a full financial disclosure.

NE:RR:IB:ED:mcm

**TENTATIVE AGREEMENT
BETWEEN
THE CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHINO CHAPTER 102
REGARDING A 2022-2023 REOPENER NEGOTIATIONS TO THE
COLLECTIVE BARGAINING AGREEMENT**

September 30, 2022

ARTICLE 1: RECOGNITION (WITHDRAW)

1.1 The District recognizes the Association as the exclusive representative of that unit of employees referred to in Appendix A which is attached and incorporated by reference. Such employees shall be referred to herein as "unit members."

1.2 The parties recognize that the duties and work described in this Agreement shall be performed only by bargaining unit members as set forth in Appendix A, unless there are no unit members who are qualified in performing the work. The District and the Association shall confer on the availability of qualified unit members to perform the work. When the parties cannot agree or, need further clarification, a third party, the Director of Human Resources, will mediate and provide a resolution within five (5) working days. The exceptions to the above are as follows:

- a) Any single work assignment that exceeds \$10,000 at a site.
- b) In an emergency situation as defined under Article 2.
- c) Any situation involving a life threatening injury which may result in death.
- d) All items being returned for repairs, or to be repaired in the field by the vendor, which fall under the vendor repair account.

1.3 A requisition comprised of work assignments for multiple sites that involve outside labor of more than \$10,000 will be given to the Association for review, by the requesting administrator, to ascertain whether bargaining unit employees can perform the work at the individual sites within required time constraints. The requisition shall be returned to the requesting administrator within four (4) days with the appropriate Association signature. When the parties cannot agree or need further clarification, a third party, the Director of Human Resources, will mediate and provide a resolution within four (4) working days.

1.4 Volunteers shall be utilized in accordance with the provisions outlined in Appendix D.

1.5 The District shall retain the right to create any new job titles/positions as it deems appropriate for its efficient operation. Prior to the adoption of an appropriate job description, the District shall inform the Association as to its intent and will confer with Association representatives regarding the matter. Should the new title/position be deemed appropriate for inclusion in the unit, the unit description shall be appropriately amended and the Public Employment Relations Board (PERB) shall be informed. Nothing in this section shall limit the Association's right to seek determination by PERB on any disputed new titles/positions not mutually agreed to by the Association and the District.

ARTICLE 7: HOLIDAYS (WITHDRAW)

7.1 Unit member holidays shall be pursuant to the District calendar approved annually by the Board of Education. The following holidays shall be afforded unit members:

- a) Independence Day
- b) Labor Day
- c) Admission Day (Observed the day following Thanksgiving)
- d) Veterans' Day
- e) Thanksgiving Day
- f) Christmas Observance (2)
- g) New Year's Observance (2)
- h) Martin Luther King Jr. Day
- i) Lincoln's Birthday Observance
- j) Washington's Birthday (Presidents Day)
- k) Memorial Day
- l) ~~Juneteenth~~ **(WITHDRAW)**
- m) Floating Holiday (see 7.4)

7.2 All unit members shall be entitled to the paid holidays. A unit member must be in a paid status on the workday immediately preceding or succeeding the holiday in order to be paid for the holiday. Any employee working on a holiday shall be compensated for the holiday plus one and one half (1-1/2) times his/her regular rate of pay.

7.3 Unit members working 241 or more days per year will receive pay for all holidays, as scheduled above. Unit members in paid status 221-240 days per year will receive pay for all holidays except July 4, Independence Day. Unit members in a paid status less than 221 days per year will receive pay for all holidays so long as the unit member is in a paid status either the last working day before the scheduled holiday or the first working day following the scheduled holiday.

7.4 Effective with the 1995-96 school year, the District shall grant an additional holiday for all unit members. This holiday shall be taken during the unit member's work year upon mutual agreement between the unit member and the unit member's supervisor. When site/department operational needs will be impacted, if two (2) or more unit members request the same day off, the unit member who submitted his/her request first shall be granted the floating holiday. If two (2) or more unit members submit a request for the same day off on the same day the most senior unit member shall be granted the day off. This provision only applies to the floating holiday.

7.5 ANY/ALL HOLIDAYS DECLARED BY THE GOVERNOR OF THE STATE OF CALIFORNIA OR THE PRESIDENT OF THE UNITED STATES TO BE A PUBLIC HOLIDAY, DAY OF THANKSGIVING, DAY OF PRAYER, OR DAY OF PUBLIC FAST SHALL BE PROVIDED TO CLASSIFIED BARGAINING UNIT MEMBERS AS A PAID DAY OFF.

ARTICLE 12: WAGES AND BENEFITS

12.1 Wages

12.1.1 2021-2022 School Year (STATUS QUO)

The District shall apply 1.73% on-going on-schedule salary increase and a one-time off-schedule payment of \$736.00. The one-time off-schedule payment will be based on their prorated FTE for employees in active status effective July 1, 2021. This will be based on the 2021-2022 salary schedule.

All unit members irrespective of their prorated FTE who are in paid status and not on a paid administrative leave as of the date of this signed tentative agreement shall receive a one-time off-schedule payment of \$1,254.00. Any unit member who has retired between July 1, 2020, through this date of this signed tentative agreement shall be included.

12.1.2 2022-2023 SCHOOL YEAR

THE DISTRICT SHALL PROVIDE AN ON-GOING ON-SCHEDULE SALARY INCREASE OF ~~7.23~~ 8.75% EFFECTIVE JULY 1, 2022.

ALL UNIT MEMBERS IRRESPECTIVE OF THEIR PRORATED FTE WHO ARE IN PAID STATUS ON SEPTEMBER 30, 2022, SHALL RECEIVE A ~~ONE-TIME OFF-SCHEDULE PAYMENT OF ONE THOUSAND DOLLAR (\$1,000).~~ **ONE TIME BONUS FOR 2022-2023 SCHOOL YEAR. FOR THOSE UNIT MEMBERS IN PAID STATUS ON SEPTEMBER 28, 2022.**

COMPARATIVE DISTRICTS

The Association (CSEA) and the District agree for comparison purposes, the following Districts shall be utilized:

- | | |
|-------------------------------|--------------------------|
| a) ABC UNIFIED | k) ORANGE UNIFIED |
| b) GLENDALE UNIFIED | l) PLACENTIA UNIFIED |
| c) INGLEWOOD UNIFIED | m) SADDLEBACK UNIFIED |
| d) NORWALK-LA MIRADA UNIFIED | n) IRVINE UNIFIED |
| e) PASADENA UNIFIED | o) CORONA-NORCO UNIFIED |
| f) POMONA UNIFIED | p) MORENO VALLEY UNIFIED |
| g) TORRANCE UNIFIED | q) FONTANA UNIFIED |
| h) HACIENDA-LA PUENTE UNIFIED | r) REDLANDS UNIFIED |
| i) ROWLAND UNIFIED | s) RIALTO UNIFIED |
| j) CAPISTRANO UNIFIED | t) POWAY UNIFIED |

12.1.4 Equity Compensation Package (STATUS QUO)

In an effort to maintain compensation package equity between employees, if other employee groups receive a compensation package which exceed the percentage increases received within this agreement (2015-2016, 2016-2017 and 2017-2018 school years only), the District shall confer with the Association to determine distribution of the difference to unit members.

12.2 Health and Welfare Benefits

The District's Health and Welfare Benefits Committee shall continue to review alternatives to the District's current health and welfare plans. The purpose of this committee shall be to study and analyze health and welfare plan options and to negotiate changes regarding health and welfare plans that are both cost effective and service oriented prior to the implementation of a cost increase.

Beginning the 2006-2007 insurance year, the District shall increase the benefits cap from \$7,898 by \$667, which is equivalent to a 1.5% salary increase. This shall increase the annual maximum contribution for the health and welfare benefits cap to \$8,565 for medical, dental, vision, and life insurance benefits for each eligible bargaining unit member.

Effective July 1, 2014, the Health and Welfare Benefits cap shall be increased to \$9,422.00 (the increase in benefits cap from \$8,565.00 to \$9,422.00 is approximately equivalent to a 1% salary increase).

The District and the Association agree that two employees of the District, at least one of whom is a classified bargaining unit member, who are married to each other or otherwise qualify under the California Domestic Partner Rights and Responsibilities Act of 2003, shall have the option of combining their annual maximum District contributions for medical insurance. By combining benefit packages for purchase of District full paid medical benefits, one employee would be designated as the subscriber, while the spouse/domestic partner would be listed as the dependent on the medical plan only. This will result in no medical insurance premium (out-of-pocket expense) to participating employees, unless the combined health and welfare benefits caps of the two employees does not cover the premium cost.

The District shall set aside into a separate account known as the "Employee Benefit Fund" any savings in the current total cost for health and welfare benefits for all District employees, ~~INCLUDING MONIES SAVED FROM BARGAINING UNIT MEMBERS NOT UTILIZING THE FULL TOTAL PROVIDED UNDER THE DISTRICT'S HEALTH AND WELFARE BENEFITS CAP AND FROM MEMBERS THAT CHOOSE NOT TO DRAW BENEFITS FROM THE DISTRICT.~~ (WITHDRAW) resulting from plan modifications and/or plan-rebates. All monies placed into this account, ~~INCLUDING ANY INTEREST ACCRUED.~~ (WITHDRAW) shall be exclusively used for District employee health and welfare benefits. The allocation of these monies, including the use of these funds to offset increased individual health and welfare benefits costs, shall be subject to negotiations.

During any subsequent insurance year when health and welfare benefit premium costs exceed the above annual maximum District contribution, the District and the Association shall negotiate health and welfare benefits. In the event that an agreement cannot be reached during negotiations prior to the beginning of the new insurance year, bargaining unit members who have chosen a total benefit package that exceeds the District's maximum contribution stated above shall pay the difference through payroll deduction starting with the September pay warrant of the new insurance year and shall be deducted tenthly.

The following timeline shall be followed:

February 1

- Start negotiations on health and welfare benefits.

- Health and Welfare Benefits Committee is to provide information to the District and Association Negotiation Teams.

April 1

- Health and Welfare Benefits Committee is to provide information to the District and Association Negotiation Teams.

The District and the Association, in good faith, agree to ensure that the Health and Welfare Benefits Committee shall meet the timelines as set forth above.

12.2.1 2022 Plan Year

For the 2022 plan year the Health and Welfare Benefits cap shall increase to \$10,000, the negotiated on-going amount.

12.2.2 2023 Plan Year

The District and the Association shall negotiate any changes to the Health and Welfare Benefits cap of \$10,6000.00 for the 2023 plan year. **(STATUS QUO)**

12.2.3 2024 Plan Year

The District and Association shall negotiate any changes to the Health and Welfare Benefits cap of \$10,6000.00 for the 2024 plan year. **(STATUS QUO)**

12.2.4 The District's contribution for fringe benefits for unit members working twenty (20) hours or more per week shall be based on the same percentage basis as used to compute the unit members salary.

i.e. 20 hours per week = 50 ~~75~~% District paid fringe benefits contribution. **(STATUS QUO)**

30 hours per week = 75 ~~90~~% District paid fringe benefits contribution. **(STATUS QUO)**

40 hours per week = 100% District paid fringe benefits contribution.

Unit members working between 20 or more hours per week, who were receiving full benefits on May 21, 1992, will continue to receive said benefits as provided in Section 12.2 of this Agreement.

Medical (Single up to full family coverage on any one of the following plans) **(TA)**

- a) Kaiser Permanente Option.
- b) **California Schools EMPLOYEE BENEFIT ASSOCIATION (CSEBA)** ~~VEBA~~ exclusive provider.
- c) **California Schools EMPLOYEE BENEFIT ASSOCIATION (CSEBA)** ~~VEBA~~ preferred provider.

Dental (Single up to full family coverage on any one of the following plans)

- a) Safeguard dental

- b) Delta Dental (New enrollees, or re-enrollees following a leave of absence, shall begin with 70% coverage. The percentage of coverage may increase by 10% for each consecutive year of enrollment, until 100% coverage is reached. Delta Dental shall exclude orthodontic benefits for dependent children.) The Association agrees to a \$25 annual deductible (\$75 family maximum) for Delta Dental which will increase the yearly maximum coverage to \$2,000 effective January 1, 2000.

Vision

Vision Service Plan (Single up to full family, including annual eyeglass lenses)

Life Insurance (Effective October 1, 1989)

\$50,000 life insurance policy (includes accidental death and dismemberment coverage)

12.2.5 Unit members who had District fringe contributions applied to a Tax Shelter Annuity (TSA) in 1979-80 and who are currently working four (4) hours or more will be allowed \$954.20 for said purpose. No other unit member will be allowed to utilize the TSA as a part of the District paid fringe benefit package. For said unit member, the following insurance package is provided. A change in coverage as directed by the unit member shall result in loss of TSA.

Medical

- a) Single coverage Kaiser Permanente (only)

Dental (Single up to full family coverage on any one of the following plans)

- a) Safeguard Dental
- b) Delta Dental (New enrollees, or re-enrollees following a leave of absence, shall begin with 70% coverage. The percentage of coverage may increase by 10% for each consecutive year of enrollment, until 100% coverage is reached. Delta Dental shall include orthodontic benefits for dependent children.) The Association agrees to a \$25 annual deductible (\$75 family maximum) for Delta Dental which will increase the yearly maximum coverage to \$2,000 effective January 1, 2000.

Life Insurance (Effective October 1, 1989)

\$50,000 life insurance policy (includes accidental death and dismemberment coverage)

12.2.6 Effective July 1, 1987, all bargaining unit members shall participate in a CSEA sponsored disability insurance program at employee's expense.

12.2.7 Retirees and Disabilitants

12.2.7.1 Health Insurance for Retired Employees: Group medical insurance only shall be provided to those unit members (as defined in Section 12.2.1 at the time of retirement) who have served a minimum of ten (10) years of service as a permanent employee with Chino Valley Unified School District and who retire after age fifty five (55) under the Public Employees Retirement System. The unit member shall be entitled to receive this benefit so long as this contract is in full force and effect. This section shall apply only to those members who remain fully retired, as defined by PERS. All such District paid benefits shall cease at age sixty five (65) or with the death of the unit member. Retirees, after age sixty five (65), at

their own expense may elect to have an HMO medical insurance plan which is provided by the District. Retirees are eligible to purchase dental coverage at their own expense. The insurance program shall be the same as that available to regular unit members.

12.2.7.2 Group medical insurance only shall be provided to those unit members (as defined in Section 12.2.1. at the time of retirement) who have served a minimum of ten (10) years of service as a permanent employee with the Chino Valley Unified School District and who are approved for medical retirement pursuant to the rules and regulations of the Public Employees Retirement System. The unit member shall be entitled to receive this benefit so long as this contract is in full force and effect. All District paid benefits shall cease at age sixty five (65) or with the death of the unit member. Disabilitants, after age sixty five (65), may, at their own expense, elect to have an HMO medical insurance plan which is provided by the District. Disabilitants are eligible to purchase dental coverage at their own expense. The insurance program shall be the same as that available to regular unit members.

12.2.7.3 A retiree on the District-paid Health Plan who moves out of the area serviced by that plan and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly premium for the newly obtained plan (but in no case higher than what is paid for retirees living within the State). The benefit shall terminate when the retiree reaches his/her 65th birthday. In no case shall any monies be paid directly to the retiree.

12.2.7.4 When a unit member has exhausted all of his/her sick leave benefits, including catastrophic leave, the District shall continue to pay the unit member's insurance coverage (medical, dental, vision, and life) for a period of one hundred twenty (120) work days. The one hundred twenty (120) work days shall commence immediately, prior to and extending into the individual's placement on the thirty nine (39) month re-employment list.

12.3 Professional Growth - Tuition Reimbursement

The District will maintain a tuition reimbursement program for bargaining unit members so as to enable unit members to achieve professional growth. The following provisions will apply to said program.

12.3.1 The District shall contribute the actual cost up to thirty thousand (\$30,000.00) dollars each school year to reimburse the costs of tuition, mandatory fees, and the costs of books for unit members who take courses at qualifying institutions where such courses are reasonably related to the position held by the unit member or are reasonably related to positions within the District for which the unit member could expect to become qualified. Unit members upon written request shall be eligible for an amount not to exceed \$1,000.00 a fiscal year. The parties agree to negotiate on additional funding for this program in the event the allocation of funds referred to above is expended prior to the end of any given school year.

12.3.2 A Review Committee shall be established consisting of the Director of Human Resources, one other administrator selected by the District, and one classified employee selected by the Association. Said committee shall establish procedures and guidelines for this program, which shall include the following: Reimbursement for tuition, fees, books and such other charges as the committee determines to be reimbursable shall be made upon successful completion of the course or courses. Successful completion means that the employee obtained a grade of "C" or above, or, if the course is a "pass-fail" course that the employee obtained a "pass."

12.3.3 Required Bus Driver Certificate Fee shall be paid by the District.

12.4 Longevity (STATUS QUO)

Effective July 1, 1988, the following longevity rates will be implemented:

- 4% 3% per month upon completion of 10 years of service
- 6% 5% per month upon completion of 15 years of service
- 8% 7% per month upon completion of 20 years of service
- 10% 9% per month upon completion of 25 years of service
- 12% 11% per month upon completion of 30 years of service

ARTICLE 21: NEGOTIATIONS PROCEDURES

21.1 Not later than ninety (90) calendar days preceding the expiration date of this Agreement, the Association shall INFORM ~~make its initial proposal to~~ the District OF ITS INTENT TO ~~for the purpose of negotiatEing~~ a successor agreement. **(TA)**

21.2 ~~Not later than ten (10) working days following the public hearings required by law on such proposals, the District and the Association shall commence negotiations concerning the successor agreement.~~ **(TA)**

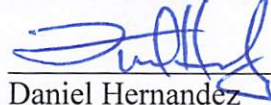
21.3 The District shall furnish the Association, upon request, a copy of the documents which are necessary for the Association to fulfill its role as exclusive bargaining representative.

21.4 Reopening of Negotiations (TA)

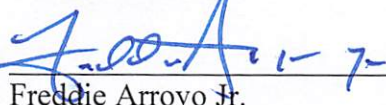
~~For~~ IN the 2021-2022 **TO BE EFFECTIVE 2022-2023**; and IN THE 2022-2023 **TO BE EFFECTIVE 2023-2024** fiscal years, the Association and the District shall reopen negotiations on Wages Section 12.1 and Health and Welfare Benefits Section 12.2. In addition, by mutual agreement, the Association and the District may open additional articles.

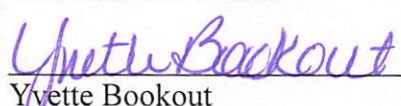
It is agreed and understood that this agreement is subject to all approvals required by CSEA Policy 610 as well as the Chino Valley Unified School District Governing Board approval.

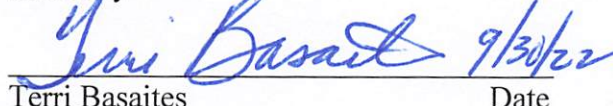
California School Employees Association
and its Chino Chapter 102

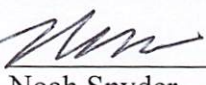

Daniel Hernandez
President Date


Diego Solis
1st Vice President Date 9-30-22

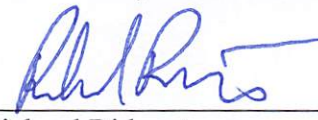

Freddie Arroyo Jr.
Chief Union Steward Date 9-30-22

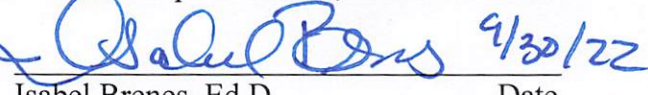

Yvette Bookout
Secretary Date 9-30-22



Terri Basaites
Negotiation Team Member Date 9/30/22



Noah Snyder
Labor Relations Representative Date 9/30/22

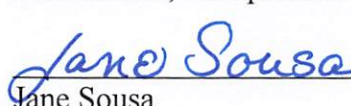
Chino Valley Unified School District


Richard Rideout
Assistant Superintendent, Human Resources Date 9/30/22


Isabel Brenes, Ed.D.
Director, Human Resources Date 9/30/22


Eric Dahlstrom, Ed.D.
Director, Human Resources Date 9-30-22


Melissa Martinez
Coordinator, Compliance Date 09/30/2022


Jane Sousa
Personnel Technician Date 9/30/22

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Classified School Employees Association (CSEA)

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

10/20/22

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years **2022/23**

07/01/21

06/30/24

2022/23, 2023/24,

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$48,705,173.00

2. Current Year Costs After Agreement

\$54,339,347.00

3. Total Cost Change

\$5,634,174.00

4. Percentage Change

11.57%

5. Value of a 1% Change

\$487,051.73

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

8.75%

2.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.0%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

11.75%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

varies

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Chino Valley Unified School District

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$13,182,474.00
2.	Cost of Benefits After Agreement	\$14,707,411.00
3.	Percentage Change in Total Costs	11.57%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$440,150,991.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$13,204,529.73

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$35,402,839.00
5.	Unassigned/Unappropriated (Object 9790)	\$14,738,725.00
6.	Total Reserves: (Object 9789 + 9790)	\$50,141,564.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$50,141,564.00
9.	Percentage of General Fund Expenditures/Uses	11.39%
	Difference between District Reserves and Minimum State Requirement	\$36,937,034.27

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

The assumptions used to project the available funds were provided by School Services of California dartboard, SBCSS, as well as local district assumptions.

H. NARRATIVE OF AGREEMENT

8.75% on schedule salary increase for 2022-23 school year effective 7/1/2022. All unit members irrespective of their prorated FTE who are in paid status on September 30, 2022, shall receive a one thousand dollar (\$1,000) one time bonus for 2022-2023 school year.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

The District is using LCFF base funding to fund the proposed agreement.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Chino Valley Unified School District

SCHOOL DISTRICT

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature

Date

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/20/2022 took action to approve the proposed Agreement with the Classified School Employees Association (CSEA) Bargaining Unit.

**President, Governing Board
(signature)**

Date

Chino Valley Unified School District

Classified Salary Schedule

2022/2023 Effective July 1, 2022

Includes 8.75% Increase

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
15	14.50	15.21	15.98	16.75	17.57
16	14.84	15.57	16.37	17.18	18.04
17	15.23	15.98	16.76	17.60	18.50
18	15.58	16.38	17.19	18.05	18.97
19	15.99	16.77	17.61	18.51	19.41
20	16.38	17.19	18.05	18.98	19.90
21	16.77	17.63	18.52	19.42	20.40
22	17.22	18.06	18.99	19.91	20.92
23	17.65	18.52	19.42	20.41	21.43
24	18.07	18.99	19.92	20.96	21.98
25	18.53	19.43	20.42	21.45	22.51
26	19.00	19.93	20.97	21.99	23.08
27	19.44	20.43	21.46	22.52	23.67
28	19.94	20.97	22.00	23.09	24.24
29	20.45	21.47	22.53	23.69	24.86
30	20.98	22.02	23.10	24.26	25.48
31	21.49	22.54	23.70	24.87	26.11
32	22.03	23.12	24.27	25.49	26.77
33	22.57	23.71	24.90	26.12	27.46
34	23.13	24.29	25.51	26.79	28.14
35	23.72	24.91	26.15	27.47	28.83
36	24.31	25.52	26.81	28.16	29.54
37	24.93	26.18	27.48	28.84	30.28
38	25.53	26.83	28.17	29.57	31.05
39	26.19	27.49	28.86	30.31	31.82
40	26.85	28.18	29.58	31.08	32.63
41	27.51	28.88	30.32	31.84	33.44
42	28.20	29.59	31.09	32.65	34.27
43	28.89	30.33	31.86	33.46	35.14
44	29.62	31.12	32.66	34.29	36.02
45	30.35	31.90	33.47	35.16	36.92
46	31.15	32.68	34.30	36.03	37.83
47	31.91	33.50	35.17	36.93	38.78
48	32.69	34.33	36.05	37.85	39.75
49	33.51	35.20	36.96	38.80	40.74
50	34.37	36.07	37.87	39.76	41.75
51	35.22	36.99	38.85	40.78	42.81
52	36.08	37.90	39.79	41.77	43.88
53	37.00	38.86	40.79	42.84	44.97
54	37.91	39.82	41.79	43.90	46.12
55	38.88	40.81	42.86	44.99	47.26
56	39.85	41.83	43.92	46.14	48.42
57	40.84	42.89	45.02	47.28	49.62
58	41.85	43.98	46.16	48.48	50.88
59	42.91	45.04	47.31	49.67	52.15
60	44.00	46.19	48.50	50.91	53.46

MONTHLY SALARY IS CALCULATED AS FOLLOWS:

HOURLY RATE TIMES NUMBER OF HOURS TIMES TOTAL NUMBER OF CONTRACT DAYS DIVIDED BY TOTAL MONTHS IN PAID STATUS

LONGEVITY 3% per month upon completion of 10 years of service in CVUSD
 5% per month upon completion of 15 years of service in CVUSD
 7% per month upon completion of 20 years of service in CVUSD
 9% per month upon completion of 25 years of service in CVUSD
 11% per month upon completion of 30 years of service in CVUSD

SALARY SCHEDULE IS BASED ON 40-HOUR WORK WEEK AND 173.33 HOURS PER AVERAGE MONTH. STEP ADVANCEMENT IS SUBJECT TO SATISFACTORY EVALUATION.

BOARD APPROVED:

October 20, 2022

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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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: APPROVAL OF SALARY INCREASES FOR MANAGEMENT AND
CLASSIFIED CONFIDENTIAL EMPLOYEES**

=====

BACKGROUND

The District has a practice of providing unrepresented employees, i.e., management and classified confidential employees, with increases in salary and health and welfare benefits as provided to other bargaining units. As a result of the anticipated ratification between the District and the Associated Chino Teachers, a recommendation for a salary increase for unrepresented employees is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the salary increases for management and classified confidential employees as follows: Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022; a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary; and approve the revised salary schedule.

FISCAL IMPACT

Fiscal impact to the general fund \$2,076,108.00 ongoing; and \$472,636.00 one-time.

NE:RR:IB:ED:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated Management Salary Schedule
2022/2023 Effective July 1, 2022
Includes 8.75% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
14	Principal, High School	225			153,653	158,524	163,444
15	Director Access and Equity Alternative Education Assessment and Instructional Technology Elementary Curriculum Health Services Human Resources Professional Development Secondary Curriculum Special Education Student Support Services Technology	226		149,962	155,959	160,902	165,897
16	Principal, Jr. High	215	128,676	133,048	137,446	141,812	147,625
17	Principal, Elementary	215	127,582	131,932	136,274	140,643	144,989
18	Principal, Adult School/Boys Republic	225	132,977	137,496	142,044	146,562	151,111
19	Principal, Buena Vista Continuation	215	126,551	130,799	135,121	139,415	143,739
21	Asst. Principal, High School	210	119,104	123,139	127,227	131,284	135,345
21	Program Specialist	210	119,104	123,139	127,227	131,284	135,345
22	Asst. Principal, Jr. High Asst. Principal, Buena Vista/CVLA	205	111,673	115,462	119,300	123,091	126,906
23	Coordinator Assessment Behavior Intervention Charter Schools Child Development Child Welfare and Attendance Elementary Curriculum Equity, Diversity, and Student Support Systems Linked Learning MTSS-B Parent and Family Engagement Secondary Curriculum Special Education Special Projects Teacher Support	226	121,614	125,768	129,898	134,056	138,214
24	Asst. Principal, Elementary	205	110,294	114,084	117,820	121,585	125,356

Longevity Certificated Management

10 Years of Service	2%
15 Years of Service	4%
20 Years of Service	6%
25 Years of Service	8%
30 Years of Service	10%

EXPERIENCE OUTSIDE CVUSD IS NEGOTIABLE.

BOARD APPROVED:

October 20, 2022
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CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Management Salary Schedule
2022/2023 Effective July 1, 2022
Includes 8.75% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
15	Director Fiscal Services Human Resources Maintenance, Operations, and Construction Nutrition Services Risk Management and Human Resources Planning Technology Transportation Communications	261		149,962	155,959	160,902	165,897
26B	Coordinator Compliance Database Administrator Information Services Innovation and Creative Services Payroll and Benefits Technology	261	105,846	109,015	112,289	115,655	119,125
27	Accounting Manager	261	105,846	109,015	112,289	115,655	119,125
28	Occupational Therapist	221	100,084	103,504	106,913	110,314	113,729
29	Behavioral Health Clinical Program Supervisor	248	102,347	105,846	109,333	112,700	116,303
29A	Behavior Intervention Specialist McKinney-Vento Grant Program Manager	220	90,791	93,895	96,988	100,072	103,169
29B	Behavior Intervention Program Supervisor	255	105,237	108,833	112,419	115,994	119,584
31	Assistant Director, Nutrition Services	261	97,599	100,919	104,243	107,590	110,910
31A	Coordinator Construction Sustainability Procurement	261	97,599	100,919	104,243	107,590	110,910
31B	Coordinator Child Development	261	97,599	100,919	104,243	107,590	110,910
36	Transportation Supervisor Maintenance and Operations Supervisor Payroll Supervisor Nutrition Supervisor	261	84,785	87,662	90,558	93,443	96,349
38	Duplicating Manager	261	78,975	81,655	84,341	87,071	89,756
40	After School Grant Funded Manager	230	70,652	73,055	75,484	77,890	80,293
40A	Behavior Intervention Associate	190	58,364	60,350	62,356	64,344	66,330
41	Operations Manager, Nutrition	261	82,268	85,112	88,007	90,739	93,539
<div style="border: 1px solid black; padding: 5px;"> Longevity Classified Management 10 Years of Service 2% 15 Years of Service 4% 20 Years of Service 6% 25 Years of Service 8% 30 Years of Service 10% EXPERIENCE OUTSIDE CVUSD IS NEGOTIABLE. </div>							

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Classified Confidential Salary Schedule
2022/23 Effective July 1, 2022
Includes 8.75% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
37	Secretary to Superintendent Admin. Secretary, Board of Education	261	96,371	99,735	103,121	106,310	109,592
39	Administrative Secretary III	261	90,590	93,305	96,106	98,989	101,957
41	Personnel Technician	261	83,089	85,963	88,888	91,647	94,475
42	Administrative Secretary II-A	261	79,171	81,911	84,727	87,355	90,020
43	Administrative Secretary II-B	261	75,196	77,819	80,447	82,959	85,510
45	Administrative Secretary I	261	68,066	70,432	72,802	75,067	77,375

Longevity Classified Confidential

10 Years of Service	3%
15 Years of Service	5%
20 Years of Service	7%
25 Years of Service	9%
30 Years of Service	11%

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

**SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACTS FOR
ASSOCIATE SUPERINTENDENTS: BUSINESS SERVICES; AND
CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT;
ASSISTANT SUPERINTENDENTS: CURRICULUM, INSTRUCTION,
INNOVATION, AND SUPPORT; FACILITIES, PLANNING, AND
OPERATIONS; AND HUMAN RESOURCES DIVISIONS**

=====

BACKGROUND

Government Code 53262 requires that “all contracts with a superintendent, deputy superintendent, assistant superintendent, associate superintendent...of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body’s minutes.”

As a result of the ratification between the District and the Associated Chino Teachers and California School Employee Association, a recommendation for a salary increase for the Associate Superintendents, and Assistant Superintendents is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources Divisions as follows:

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022; a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary; and approve the revised salary schedule.

FISCAL IMPACT

Fiscal impact to the general fund is \$110,012.00 ongoing; and \$25,146.00 one-time.

NE:RR:IB:ED:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSOCIATE SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
SANDRA H. CHEN

The July 1, 2022 contract for employment of Sandra H. Chen, Associate Superintendent, Business Services, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

Sandra H. Chen Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSOCIATE SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
GRACE PARK, ED.D.

The July 1, 2022 contract for employment of Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, CURRICULUM, INSTRUCTION,
INNOVATION, AND SUPPORT

Grace Park, Ed.D. Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
LEA FELLOWS

The July 1, 2022 contract for employment of Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION,
INNOVATION AND SUPPORT

Lea Fellows Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
RICHARD RIDEOUT

The July 1, 2022 contract for employment of Richard Rideout, Assistant Superintendent, Human Resources, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

Richard Rideout Date

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
GREGORY J. STACHURA

The July 1, 2022 contract for employment of Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE ASSISTANT SUPERINTENDENT, FACILITIES, PLANNING, AND OPERATIONS

Gregory J. Stachura Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Certificated and Classified Cabinet Salary Schedule
2022/2023 Effective July 1, 2022 Includes 8.75% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
9	Associate Superintendent Business Services Curriculum, Instruction, Innovation & Support	224	205,999	214,239	222,808	231,720
12	Assistant Superintendent Facilities and Planning Curriculum, Instruction, Innovation & Support Human Resources	224	176,091	183,133	190,459	198,076

Longevity	
10 Years of Service	2%
15 Years of Service	4%
20 Years of Service	6%
25 Years of Service	8%
30 Years of Service	10%

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

**SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACT FOR THE
SUPERINTENDENT OF THE CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

=====

BACKGROUND

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

As a result of the anticipated ratification between the District and the Associated Chino Teachers, a recommendation for a salary increase for the Superintendent is now being brought before the Board.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District as follows: Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

FISCAL IMPACT

Fiscal impact to the general fund is \$28,843.00 ongoing; and \$8,496.00 one-time.

NE:RR:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
SUPERINTENDENT
BETWEEN THE BOARD OF EDUCATION
OF THE
CHINO VALLEY UNIFIED SCHOOL DISTRICT

COUNTY OF SAN BERNARDINO, CALIFORNIA
AND
NORM P. ENFIELD, ED.D.

The June 17, 2021 contract for employment of Norm P. Enfield, Superintendent, shall be amended and added as set forth below:

Item 2 – Salary

Provide an 8.75% on-schedule salary increase for the 2022/2023 school year effective July 1, 2022, and a 2% off-schedule one-time payment as of July 1, 2022, on the 2022/2023 base salary.

All other provisions of the contract for employment shall remain unchanged.

SIGNATURE OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

County of San Bernardino, California

Christina Gagnier, President Date

Andrew Cruz, Vice-President Date

James Na, Clerk Date

Donald L. Bridge, Member Date

Joe Schaffer, Member Date

SIGNATURE OF THE SUPERINTENDENT

Norm P. Enfield, Ed.D. Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources

SUBJECT: COMPENSATION INCREASE FOR THE BOARD OF EDUCATION

=====

BACKGROUND

Board Bylaw 9250 states, "Each member of the Board of Education may receive the monthly compensation as provided for in Education Code 35120. On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board (Education Code 35120)."

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

RECOMMENDATION

It is recommended the Board of Education approve a 5% compensation increase effective October 21, 2022.

FISCAL IMPACT

An ongoing fiscal impact is \$2,540.00 to the General Fund for the 2022/2023 school year.

NE:RR:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
October 6, 2022

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, October 6, 2022, at 5:00 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Sandra H. Chen, Associate Superintendent, Business Services

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

Lea Fellows, Assistant Superintendent, CIIS

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Gagnier adjourned to closed session at 5:00 p.m. regarding student discipline matters; and conference with labor negotiators: A.C.T. and CSEA.

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 5:00 p.m. to 5:22 p.m. regarding student discipline matters; and conference with labor negotiators: A.C.T. and CSEA. No action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board member Joe Schaffer.

I.C. PRESENTATION

1. Essential Standards and the Smarter Balanced Assessment Results
Staff provided the report.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Absent.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, spoke about securing respect for unit members; said she hopes that the membership will ratify the tentative agreement; thanked the District for not taking all the credit regarding test scores and that credit should be shared with the stakeholder community; and said everyone deserves to be elevated.

Danny Hernandez, CSEA President, thanked staff for sharing the presentation document with him; said CSEA and the District have reached a tentative agreement and hopes it will be ratified next week by the membership; recognized October 2 as Custodian Appreciation Day; and acknowledged October as Breast Cancer Awareness month.

Barbara Bearden, CHAMP President, recognized District custodians for the work they do; said Boss's Day is next week; announced a college fair scheduled for October 10 at Don Lugo HS; and commended staff at the Parent Engagement Center.

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

The following individuals addressed the Board: Leila Maleki regarding school safety; Amy Davlin Feria regarding election laws; Erica Kelly regarding support for A.C.T.; Sonja Shaw regarding a general update; Oscar Avila regarding an update; Jim Gallagher regarding news coverage; Virginia Renteria regarding employee pay increases, and politics and curriculum; and Sharon Duran thanked Christina Gagnier for attending an event.

I.G. CHANGES AND DELETIONS

The following change was read into the record: Item III.D.10., Award of Bid No. 22-23-07F, Eagle Canyon ES Alterations, corrected paragraph two by deleting the date of June 28, 2022, and inserting September 13, 2022.

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**

There were no speakers. Moved (Na) seconded (Bridge) carried unanimously (5-0) to 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)**

Moved (Na) seconded (Schaffer) carried unanimously (5-0) to 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**

Moved (Na) seconded (Cruz) carried unanimously (5-0) to adopt Resolution 2022/2023-17, Week of the School Administrator.

III. CONSENT

President Gagnier pulled for separate action Item III.D.2. Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent items, as amended.

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

Approved the minutes of the September 15, 2022 regular meeting.

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

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

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

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 22/23-04 and 22/23-07**

Approved student expulsion cases 22/23-04 and 22/23-07.

III.C.2. School Sponsored Trips

Approved/ratified 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

Adopted the Proclamation for Red Ribbon Week, October 23-31, 2022.

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

Approved the revision of Board Policy 5131.2 Students—Bullying.

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

Approved the revision of Board Policy 6142.2 Instruction—World Language Instruction.

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

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

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

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Moved (Na) Seconded (Bridge) motion carried (4-0-1, Gagnier recused herself) to approve/ratify the Agreements for Contractor/Consultant Services, as amended.

III.D.3. Surplus/Obsolete Property

Declared the District property surplus/obsolete and authorized staff to sell/dispose of said property.

- III.D.4. Resolution 2022/2023-15, Authorization to Utilize a Piggyback Contract**
Adopted Resolution 2022/2023-15, Authorization to Utilize a Piggyback Contract.
- III.D.5. Notice of Completion for CUPCCAA Projects**
Approved the Notice of Completion for CUPCCAA Projects.
- III.D.6. Change Order and Notice of Completion for CUPCCAA Projects**
Approved 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**
Approved 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**
Approved 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**
Approved 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**
Awarded 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; Empyrean Plumbing; Simco Mechanical, Inc.; Rancho Pacific Electric Inc.; and Roadway Engineering & Contracting.
- III.D.11. Approval of Investment Management Agreement**
Approved the Investment Management Agreement with Crawford Investment Counsel, Inc.
- III.E. HUMAN RESOURCES**
- III.E.1. Certificated/Classified Personnel Items**
Approved/ratified the certificated/classified personnel items.
- III.E.2. Rejection of Claim**
Rejected the claim and referred it to the District's insurance adjuster.
- III.E.3. Affiliation Agreement with the University of Phoenix**
Approved the affiliation agreement with the University of Phoenix.

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

Approved 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**

Max Ibarra, Skillet Lu, Rae Alexander, Leila Maleki, Ariel Garcia, Lia Lin, Amy Davlin Fera, Agnes Mazur, Kristi Hirst, Naomi Minogue, Kyle Pennetl, Sonja Shaw, Oscar Avila, Jim Gallagher, and Kara D’Amato addressed the Board. The Board of Education received for information Sonja Shaw’s resolution recommending that the Chino Valley Unified School District stand 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**

Received 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

Received 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

Received 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

Received 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**

Received for information the revision of Administrative Regulation 1312.4 Community Relations—Williams Uniform Complaint Procedures.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Joe Schaffer made no comments.

Don Bridge congratulated former Chino HS coaches John Monger, Joe Murillo, and Bob Sheehan for being inducted into the CIF Hall of Fame; congratulated Ayala HS and Chino Hills HS seniors who are semi-finalist in the National Merit Scholarship program; congratulated Ayala HS student Spencer Schuller for receiving the CIF Character Award; congratulated 2022 boys and girls state delegates; announced the District College Fair at Don Lugo HS on October 10; announced Ayala HS's Music in Motion Band Tournament this Saturday; said he attended the Don Lugo HS football game last Friday; and acknowledged October as Breast Cancer Awareness month.

Andrew Cruz said that it was not right placing Mrs. Shaw's resolution on the agenda as an information item, and said an opportunity was missed for open dialogue; encouraged the community to become informed on candidates and positions in the election process; spoke about surrounding school districts giving their employees double digit pay increases; and invited the person who sent him a card to email him direct for assistance.

James Na said he attended Don Lugo HS's dance for the special education population; spoke about a conversation he had with a teacher about respect and pay; said he expects the resolution item appearing on the agenda as an information to be brought back as an action item for discussion and action; thanked custodians for the work they do for the District; and said he hopes the A.C.T. and CSEA members get the respect they deserve by end of this year.

Superintendent Enfield made no comment.

President Gagnier announced that the Chino Valley Chamber of Commerce is hosting a breakfast with Congresswoman Young Kim at the Los Serranos Country Club on Tuesday morning October 10, 2022.

VI. ADJOURNMENT

President Gagnier adjourned the regular meeting of the Board of Education at 8:06 p.m.

Christina Gagnier, President

James Na, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$10,856,695.83 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 20, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
PTO	Think n Local	10/21/22 - 10/30/22
<u>Cortez ES</u>		
PFA	Mother Son Dance	12/2/22
<u>Dickson ES</u>		
PTA	Trunk-or-Treat	10/28/22
<u>Glenmeade ES</u>		
PTA	Hot Dog on a Stick (RATIFY)	10/14/22
PTA	Tastee Flavors (RATIFY)	10/14/22
PTA	Fall Scholastic Book Fair	10/31/22 - 11/4/22
<u>Hidden Trails ES</u>		
PTA	Trunk-or-Treat	10/28/22
PTA	Kona Ice	11/2/22
PTA	Step it Up!	11/7/22 - 11/14/22
PTA	Kona Ice	11/16/22
<u>Rolling Ridge ES</u>		
PTA	Recycling Program	10/21/22 - 5/25/23
PTA	Juice It Up!	10/21/22 - 5/25/23
<u>Briggs K-8</u>		
PFA	Snack & Ice Cream Sales	10/26/22 - 5/24/23
PFA	Holiday Boutique	12/5/22 - 12/7/22
<u>Canyon Hills JHS</u>		
PTSA	Chick-fil-A Dine Out	11/1/22
ASB - General	Pieology Dine Out	11/2/22
PTSA	CPK Family Fun Night	12/9/22
PTSA	Panda Express Dine Out	1/10/23
PTSA	CPK Family Fun Night	3/14/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 20, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Magnolia JHS</u>		
ASB - General	Crumb Cookies Family Fun Night	11/16/22
<u>Townsend JHS</u>		
Music Boosters	Popcornopolis	10/21/22 - 10/31/22
Music Boosters	World's Finest Chocolate	11/14/22 - 12/9/22
Music Boosters	Nothing Bundt Cakes	12/6/22
<u>Ayala HS</u>		
Competitive Cheer Boosters	World's Finest Chocolate	10/21/22 - 5/31/23
ASB - FCCLA	Concession Sales	10/26/22 - 12/14/22
ASB - Bulldog Times	Think n Local	11/4/22 - 12/4/22
ASB - You & I	Pieology Dine Out	11/9/22
ASB - Key Club	Panera Dine Out	11/15/22
ASB - Boys' Soccer	Fan Angel	11/15/22 - 4/15/23
<u>Chino HS</u>		
ASB - Link Crew	Freshman Movie Night	11/4/22
Basketball Boosters	Silent Auction	11/13/22
Basketball Boosters	Concessions	11/13/22
ASB - Baseball	Brian Hamilton Tournament	2/14/23 - 2/25/23
<u>Chino Hills HS</u>		
General Boosters - Dance	Sherwood Forest Farms Wreaths	10/21/22 - 11/15/22
ASB - Student Store	American Cancer Society Making Strides	10/21/22 - 11/30/22
ASB - Thirst Project Club	Change for Change	10/24/22 - 11/30/22
General Boosters - Dance	Think n Local	11/15/22 - 12/15/22
ASB - Boys' Soccer	Think n Local	1/6/23 - 1/29/23
<u>Don Lugo HS</u>		
ASB - French Club	Movie Night Snack Pack	11/4/22
ASB - Class of '24	Monthly Dine Outs	11/4/22 - 5/5/23
ASB - Hearts & Heros	Monthly Dine Outs	11/9/22 - 5/10/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 20, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program/Care Closet</u>		
John Thomas, POC	Gift Cards	\$400.00
<u>Hidden Trails ES</u>		
6th Grade Parents	Cash	\$850.00
<u>Briggs K-8</u>		
Coca-Cola King Solutions, Inc.	Cash	\$29.00
<u>Canyon Hills JHS</u>		
Anthony & Wanda Calime	Cash	\$100.00
Yen-Fu Chen & Tan-Hui Lin	Cash	\$200.00
Amanda & Robert Carr	Cash	\$220.00
Andrea S. Jaramillo	Cash	\$220.00
Anna & Jong Lee	Cash	\$220.00
Billy & Mary Yim	Cash	\$220.00
Clifton Hsu & Chia-Hui Lee	Cash	\$220.00
Frances M. Ventura	Cash	\$220.00
Hongmei You	Cash	\$220.00
Keng Chung Cheng & Hsuan-Hua Liu	Cash	\$220.00
Mark & Viara Agars	Cash	\$220.00
May Jocson Evangelista	Cash	\$220.00
Melanie & Justin Rash	Cash	\$220.00
Peter Csaba & Maria Csabane	Cash	\$220.00
Rodrigo & Sylvia Rivas	Cash	\$220.00
Shirley Chia-Wen Hsu & Jerry Mao	Cash	\$220.00
Yu-Ying Chao & Yu-Min Lin	Cash	\$220.00
Dorian & Nicole Grimes	Cash	\$300.00
Cecilia Tran	Cash	\$440.00
Juan & Stephanie Morales	Cash	\$1,100.00
William & Ynolde Peery	Cash	\$1,100.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 20, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Don Lugo HS</u>		
King Barrell Corporation	Rentals for Western Dance	\$145.00
Regal Packaging, Inc.	Cash	\$200.00
Dark Night Technologies	Cash	\$300.00
Ronald & Carmen Sinsabaugh	Cash	\$400.00
Billy S. Liang, D.D.S.	Cash	\$500.00
Jason & Ana Berkley	Custom Canopy	\$1,814.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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 22/23-08 AND 22/23-10

=====

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 22/23-08 and 22/23-10

FISCAL IMPACT

None.

NE:LF:SJ:jg

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: October 20, 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 TRIP

=====

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 trip for:

School-Sponsored Trip	Date	Fiscal Impact
Site: Don Lugo HS Event: AVID College Tour Place: San Diego, CA Chaperone: 30 students/5 chaperones	October 26-27, 2022	Cost: \$70.00 per student Funding Source: AVID

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 20, 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 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 6142.7 Instruction – Physical Education and Activity is being revised to reflect U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children. This item was presented to the Board of Education on October 6, 2022, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6142.7 Instruction – Physical Education and Activity.

FISCAL IMPACT

None.

NE:GP:TF:LH:JR:rtr

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
California Project LEAN (Leaders Encouraging Activity and Nutrition): www.californiaprojectlean.org
Healthy People 2010: www.healthypeople.gov
President's Council on Sports, Fitness and Nutrition: www.fitness.gov

PHYSICAL EDUCATION AND ACTIVITY (cont.)

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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 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. This item was presented to the Board of Education on October 6, 2022, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6146.1 Instruction – High School Graduation Requirements.

FISCAL IMPACT

None.

NE:GP:JR:CM:rtr

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 ~~me~~~~eting~~ 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:

Subject	Units per Subject	Total Units per Subject
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 WORLD 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 d~~Deceased former studentS who satisfiesY 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
California Department of Education, High School: www.cde.ca.gov/ci/gs/hs
University of California, List of Approved a-g Courses:
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:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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

\$2,379,055.35 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board of Education.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2223-112 Wallwisher, Inc. dba Padlet. To provide software used to create class content for foreign language classes. Submitted by: Chino Hills HS Duration of Agreement: April 5, 2022 - June 30, 2023	Contract amount: \$1,018.00 Funding source: General Fund
CIIS-2223-113 University of Oregon. To provide annual CICO-SWIS license for schools implementing tier 2 check in/check-out (CICO) behavioral intervention. Submitted by: Health Services Duration of Agreement: September 1, 2022 - October 1, 2023	Contract amount: \$9,003.73 Funding source: LCAP
CIIS-2223-114 HopSkipDrive, Inc. To provide transportation coordination services. Submitted by: Alternative Education Center Duration of Agreement: September 21, 2022 - June 30, 2023	Contract amount: \$2,500.00 Funding source: International

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2223-039 Cogstone. To provide archeological cultural resources services for the Preserve II School project in compliance with California Environmental Quality Act (CEQA) Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 21, 2022 - June 30, 2024	Contract amount: \$40,000.00 Funding source: Building Fund 21

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-053 Glenn G. Vista dba Vista Sight-N-Sound Productions. To provide photobooth, props, and prints for school events. Submitted by: Canyon Hills JHS Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-054 Karen Weil dba Frostys Forest Farm. To provide pumpkin patch field trip. Submitted by: Rolling Ridge ES Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-055 Snapwiz, Inc. dba Edulastic. To provide Edulastic Teacher Premium math subscriptions. Submitted by: Chino Hills HS Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-056 Jurupa Mountains Cultural Center. To provide venue for field trips. Submitted by: Rolling Ridge ES Duration of Agreement: March 1, 2023 - June 30, 2026	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-057 Loyd Calomay. To provide D.J. and emcee for events. Submitted by: Briggs K-8 Duration of Agreement: October 3, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-058 Elijah Tellez dba Level Up Game Truck. To provide gaming truck for students and staff. Submitted by: Eagle Canyon ES Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per invoice Funding source: Various
MC-2223-059 Reena Batra dba ProMedify, LLC. To provide first aid/CPR/AED certification. Submitted by: Rolling Ridge ES Duration of Agreement: October 20, 2022 - October 20, 2025	Contract amount: Per rate sheet Funding source: Various

MASTER CONTRACTS	FISCAL IMPACT
MC-2223-060 TNT Entertainment. To provide acrobatic slam dunk basketball assemblies. Submitted by: Hidden Trails ES Duration of Agreement: October 26, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-061 Jerome Bartlett dba Higher Impact Entertainment. To provide social-emotional, responsible decision making assemblies. Submitted by: Briggs K-8 Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Various
MC-2223-062 Varsity Spirit, LLC dba United Spirit Association. To provide choreography services. Submitted by: Ayala HS Duration of Agreement: July 1, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-063 Sunset Graphics, Inc. To provide spirit wear. Submitted by: Rolling Ridge ES Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PEP/PFA/PTA/Boosters
MC-2223-064 "I AM Anti-Bullying Campaign" Angela Kelly. To provide anti-bullying assembly. Submitted by: Ramona JHS Duration of Agreement: October 21, 2022 - June 30, 2025	Contract amount: Per rate sheet Funding source: Title I

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
B-1819-017 Altair Engineering, Inc. To provide license agreement. Submitted by: Purchasing Duration of Agreement: March 8, 2019 - March 8, 2024 Original Agreement Board Approved: March 7, 2019	Contract amount: Per rate sheet Contract number change from B-1818-017 to B-1819-017 due to clerical error. Funding source: General Fund
CIIS-2223-076 Nicholls Educational Consulting. To provide in-person and virtual consulting/professional development. Submitted by: Access and Equity Duration of Agreement: October 21, 2022 - July 31, 2023 Original Agreement Board Approved: October 7, 2021	Contract amount: \$7,500.00 Add additional consulting support and professional development for the Spanish dual language immersion District leadership team. Funding source: Title IV
F-1112-017 M6 Koppel & Gruber Public Finance. To provide developer Fee Justification Studies, including residential fee and commercial/industrial fee studies. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 20, 2022 - June 30, 2023 Original Agreement Board Approved: June 30, 2011	Contract amount: \$9,000.00 Extend contract term to June 30, 2023. Funding source: Capital Facilities Fund 25
HR-2223-007 San Bernardino County Public Health. To provide COVID-19 testing site at the Adult school. Submitted by: Purchasing Duration of Agreement: November 1, 2022 - January 31, 2023 Original Agreement Board Approved: September 16, 2021	Contract amount: None Extend COVID-19 testing site dates at the Adult School through January 31, 2023. Funding source: None

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2022-64	Ayala HS Portable Classrooms Low Voltage Pathway	RDM Electric Company, Inc.	\$24,405.00	N/A	\$24,405.00	01
CC2023-11	District Office Data Center Electrical Repairs	RDM Electric Company, Inc.	\$23,621.00	N/A	\$23,621.00	01
CC2023-12	Alternative Education Center HVAC replacement – Admin. Building	Clima-Tech, LLC	\$24,986.00	N/A	\$24,986.00	01
CC2023-13	Galstian Property @ Magenta Terrace Weed Abatement	Greenfield Landscaping and Maintenance, Inc. dba Greenfield Tree Services	\$18,525.00	N/A	\$18,525.00	01
CC2023-20	Cal Aero K-8 Turf Improvement Project	Hernandez Landscape Co., Inc.	\$23,800.00	N/A	\$23,800.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Alex Rivera, Supervisor; Jonathan Campbell, Supervisor; Andrew Black, Director, Technology; and Martin Silveira, Director, Maintenance and Operations.

Staff recommends approval of the Notice of Completion for these projects.

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

RECOMMENDATION

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

FISCAL IMPACT

\$115,337.00 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 20, 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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS
ALTERATIONS (BP 08-01)**

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 08-01) to McKernan, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1-Canyon Hills JHS	McKernan, Inc.	\$0.00
	Bid Amount:	\$368,100.00
	Revised Total Project Amount:	\$368,100.00
	Retention Amount:	\$18,405.00

Change Order	Contractor	Amount
1-Townsend JHS	McKernan, Inc.	(\$13,564.00)
	Bid Amount:	\$503,100.00
	Revised Total Project Amount:	\$489,536.00
	Retention Amount:	\$24,476.80

The change order results in a net decrease of \$13,564.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on September 16, 2022.

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 08-01).

FISCAL IMPACT

(\$13,564.00) to Building Fund 21.

NE:GJS:pw



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

CHANGE ORDER

Date: 09/16/2022 BID/ CUPCAA #: 19-20-31F - Change Order #: 001
 Project Title: Canyon Hills & Townsend Junior High School Modernization ~~Projects~~ – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11
 Architect: PBK-~~WLC~~ Architects Contractor: McKernan, Inc. (BP 08-01) -

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

ITEM NO. 1:	Description:	Canyon Hills Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.
	Document Ref:	Change Order Request No. C-001 (PCO No. C-006)
	Requested by:	District
	Change in Contract Sum:	\$0.00 / ADD
	Time Extension:	0 Calendar Days

ITEM NO. 2:	Description:	Townsend Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.
	Document Ref:	Change Order Request No. T-001 (PCO No. T-006)
	Requested by:	District
	Change in Contract Sum:	\$0.00 / ADD
	Time Extension:	0 Calendar Days

ITEM

NO. 3:

Description:

Townsend Jr. HS - Reconcile Unused Unforeseen Allowance

Reason:

Reconcile unused portion of unforeseen allowance to Townsend Jr. HS after all additional costs have been accounted for and return balance to District.

Document Ref:

Change Order Request No. T-034 (PCO No. T-369)

Requested by:

District

Change in Contract

Sum:

(\$13,564.00) / DEDUCT

Time Extension:

0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$368,100.00 ✓	\$0.00	\$0.00	\$368,100.00 ✓
Townsend Jr. HS	\$503,100.00 ✓	\$0.00	(\$13,564.00) ✓	\$489,536.00 ✓
Totals:	\$871,200.00 ✓	\$0.00	(\$13,564.00) ✓	\$857,636.00 ✓

CONTRACT SUMMARY

The original contract amount was: \$871,200.00 ✓

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

The contract amount will be **decreased** by this Change Order: (\$13,564.00) ✓

The new contract amount including this change order will be: \$857,636.00 ✓

The original contract completion date: 01/14/2022

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

The date of completion as a result of this Change Order is: 01/14/2022

APPROVED BY:

Bryan McKernan	 <small>DocuSigned by:</small> <small>BC46CA2BD820424...</small>	
Contractor – McKernan, Inc.	Signature	Date
Kirk Jesse Knowland Construction Services	 <small>DocuSigned by:</small> <small>F32A6F0311EA4FE...</small>	
DSA Inspector of Record (if applicable)	Signature	Date
Bob Lavey PBK-WLC Architects	 <small>DocuSigned by:</small> <small>8953B2CA4BF0419...</small>	
Architect / Engineer (if applicable)	Signature	Date
Hung Truong CW Driver Inc.	 <small>DocuSigned by:</small> <small>DB919CAG3A0446B...</small>	
Construction Manager / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	 Signature	10/3/22 Date
Beverly Beemer Director, Planning (if applicable)	Signature	Date
Greg Stachura Owner (Authorized Agent)	 Signature	10/4/22 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS
ALTERATIONS (BP 22-01)**

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 22-01) to JPI Development Group, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1-Canyon Hills JHS	JPI Development Group, Inc.	\$11,973.00
	Bid Amount:	\$1,643,000.00
	Revised Total Project Amount:	\$1,654,973.00
	Retention Amount:	\$82,748.65

Change Order	Contractor	Amount
1-Townsend JHS	JPI Development Group, Inc.	(\$40,355.00)
	Bid Amount:	\$1,657,000.00
	Revised Total Project Amount:	\$1,616,645.00
	Retention Amount:	\$80,832.25

The change order results in a net decrease of \$28,382.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on September 16, 2022.

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 22-01).

FISCAL IMPACT

(\$28,382.00) to Building Fund 21.

NE:GJS:pw



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

CHANGE ORDER

Date: 09/16/2022 BID/ CUPCAA #: 19-20-31F Change Order #: 001
 Project Title: Canyon Hills & Townsend Junior High School Modernization ~~Projects~~ – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11
 Architect: PBK-WLC Architects Contractor: JPI Development Group Inc. (BP 22-01)

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

ITEM NO. 1: Description: Canyon Hills Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing

Reason: Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.

Document Ref: Change Order Request No. C-001 (PCO No. C-006)

Requested by: District

Change in Contract Sum: \$0.00 / ADD

Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Canyon Hills Jr. HS - RFI#324 Existing Kitchen Piping in Conflict with New Slab Depth

Reason: Pursuant to RFI #324 response, this is the cost to rework existing kitchen piping noted to remain to allow for the depressed slab for new tile installation.

Document Ref: Change Order Request No. C-031 (PCO No. C-218)

Requested by: District

Change in Contract Sum: \$2,212.00 / ADD

Time Extension: 0 Calendar Days

ITEM NO. 3: **Description:** Canyon Hills Jr. HS - Repair Shallow Site Storm Drain Lines Between Bldg C & D

Reason: This is the cost to repair shallow/embedded storm drain lines. Existing storm drain lines were partially embedded in concrete walkway and was damaged during the removal of concrete work for new ADA compliant walkways.

Document Ref: Change Order Request No. C-034 (PCO No. C-243)

Requested by: District

Change in Contract Sum: \$4,020.00 / ADD

Time Extension: 0 Calendar Days

ITEM NO. 4: **Description:** Canyon Hills Jr. HS - Bldg D Replace Site Catch Basin

Reason: This is the cost to replace (3) site catch basins noted to remain near Building D courtyard. These basins were to be reset to new grades but was impossible to remain as the piping are mortared into the basin. As such, this is the cost to provide replacement catch basins. This also includes the reconciliation of unforeseen allowance.

Document Ref: Change Order Request No. C-035 (PCO No. C-222)

Requested by: District

Change in Contract Sum: \$5,741.00 / ADD

Time Extension: 0 Calendar Days

ITEM NO. 5: **Description:** Townsend Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing

Reason: Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.

Document Ref: Change Order Request No. T-001 (PCO No. T-006)

Requested by: District

Change in Contract Sum: \$0.00 / ADD

Time Extension: 0 Calendar Days

ITEM
NO. 6:

Description:

Townsend Jr. HS - Reconcile Unused Unforeseen Allowance

Reason:

Reconcile unused portion of unforeseen allowance to Townsend Jr. HS after all additional costs have been accounted for and return balance to District.

Document Ref:

Change Order Request No. T-033 (PCO No. T-367)

Requested by:

District

Change in Contract
Sum:

(\$40,355.00) / DEDUCT

Time Extension:

0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$1,643,000.00 ✓	\$0.00	\$11,973.00 ✓	\$1,654,973.00 ✓
Townsend Jr. HS	\$1,657,000.00 ✓	\$0.00	(\$40,355.00) ✓	\$1,616,645.00 ✓
Totals:	\$3,300,000.00 ✓	\$0.00	(\$28,382.00) ✓	\$3,271,618.00 ✓

CONTRACT SUMMARYThe original contract amount was: \$3,300,000.00Previously approved change order amount(s): \$0.00The contract amount will be **decreased** by this Change Order: (\$28,382.00)The new contract amount including this change order will be: \$3,271,618.00The original contract completion date: 01/14/2022The contract time will be increased/decreased by days: 0 DaysThe date of completion as a result of this Change Order is: 01/14/2022**APPROVED BY:**

Mariela Hill

DocuSigned by:

Mariela Hill

621C6B9313B94E9...

Contractor – JPI Development Group Inc.

Signature

Date

Kirk Jesse
Knowland Construction Services

DocuSigned by:

Kirk Jesse

F32A6F0311EA4FE...

DSA Inspector of Record (if applicable)

Signature

Date

Bob Lavey
PBK-WLC Architects

DocuSigned by:

Bob Lavey
8953B2CA48F6419

Architect / Engineer (if applicable)

Signature

Date

Hung Truong
CW Driver Inc.

DocuSigned by:

Hung Truong
DB919CAC3A0446B

Construction Manager / Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal
CVUSD Project Manager

Signature

Date

10/3/22

Beverly Beemer
Director, Planning (if applicable)

Signature

Date

Greg Stachura
Owner (Authorized Agent)

Signature

Date

10/4/2022

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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 21-22-08F, SAFETY AND SECURITY (GROUP 6)
ALTERNATIVE EDUCATION, ADULT SCHOOL, AND ALLEGIANCE
STEAM ACADEMY**

BACKGROUND

On November 4, 2021, the Board of Education awarded Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance STEAM Academy to R.I.S. Electrical Contractors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2- Alternative Education	R.I.S. Electrical Contractors, Inc.	(\$10,392.00)
	Previously Approved Change Order:	\$0.00
	Bid Amount:	\$590,000.00
	Revised Total Project Amount:	\$579,608.00
	Retention Amount:	\$28,980.40

Change Order	Contractor	Amount
2- Adult School	R.I.S. Electrical Contractors, Inc.	(\$15,563.00)
	Previously Approved Change Order:	\$0.00
	Bid Amount:	\$629,000.00
	Revised Total Project Amount:	\$613,437.00
	Retention Amount:	\$30,671.85

Change Order	Contractor	Amount
2- Allegiance STEAM Academy	R.I.S. Electrical Contractors, Inc.	(\$88,831.00)
	Previously Approved Change Order:	\$0.00
	Bid Amount:	\$668,000.00
	Revised Total Project Amount:	\$579,169.00
	Retention Amount:	\$28,958.45

Change order #1 resulted in a no change to the construction cost and an increase of 150 days in contract time.

Change order #2 results in a net decrease of \$114,786.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on August 15, 2022.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Susanto Agustiadi, PBK Architects and Cesar Portugal, Construction Coordinator.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 21-22-08F, Safety and Security (Group 6) Alternative Education, Adult School, and Allegiance STEAM Academy.

FISCAL IMPACT

(\$114,786.00) to Building Fund 21.

NE:GJS:pw



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

CHANGE ORDER

Date: September 15, 2022 BID/ CUPCCAA #: 21-22-08F Change Order #: 2
Project Title: Safety and Security (Group 6)
Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
Architect: PBK Architects Contractor: R.I.S. Electrical Contractors 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:	Alternative Education Center
	Reason:	Deleted lock, added intrusion sensor H106
	Document Ref:	COR 01, 05, Contingency Allowance
	Requested by:	R.I.S. Electrical Contractors Inc.
	Change in Contract Sum:	(\$10,392.00)
	Time Extension:	0 Days
ITEM NO. 2:	Description:	Adult School
	Reason:	Deleted lock
	Document Ref:	COR 01, Contingency Allowance
	Requested by:	R.I.S. Electrical Contractors Inc.
	Change in Contract Sum:	(\$15,563.00)
	Time Extension:	0 Days
ITEM NO. 3:	Description:	STEAM Allegiance Academy
	Reason:	Deleted intrusion alarm, added sensors at new portables (3)
	Document Ref:	COR 03, 06, Contingency Allowance
	Requested by:	R.I.S. Electrical Contractors Inc.
	Change in Contract Sum:	(\$88,831.00)
	Time Extension:	0 Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Alternative Ed.	\$590,000.00	(\$0.00)	(\$10,392.00)	\$579,608.00
Chino Adult School	\$629,000.00	(\$0.00)	(\$15,563.00)	\$613,437.00
STEAM Allegiance	\$668,000.00	(\$0.00)	(\$88,831.00)	\$579,169.00
<hr/>				
Totals:	\$1,887,000.00	(\$0.00)	(\$114,786.00)	\$1,772,214.00

CONTRACT SUMMARY

The original contract amount was: \$1,887,000.00

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

The contract amount will be increased/decreased by this Change Order: (\$114,786.00)

The new contract amount including this change order will be: \$1,772,214.00

The original contract completion date: 03/15/2022

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

The date of completion as a result of previous Change Order is: 08/15/2022

APPROVED BY:

RIS Electrical Contractors Inc.

Contractor

Signature

Date

9.28.22

DSA Inspector of Record (if applicable)

Signature

Date

PBK Architects

Architect / Engineer (if applicable)

Signature

Date

9.28.22

Construction/Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

9/28/22

Director, Maintenance, Operations & Construction (if applicable)

Signature

Date

Mrs. Beverly Beemer

Director, Planning (if applicable)

Signature

Date

9/30/2022

Mr. Greg Stachura

Owner (Authorized Agent)

Signature

Date

9/30/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION

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 22-23-08F, Preserve II School – New Construction was published in the Inland Valley Daily Bulletin on July 12, 2022, and July 19, 2022. Bids were submitted at 1:00 p.m. on September 22, 2022. The results are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
BP 02-01 – Demo	5	Bogh Engineering	\$6,646,000.00
BP 05-01 – Structural Steel	3	RND Contractors, Inc.	\$3,468,480.00
BP 06-01 – Rough Carpentry	5	Core Contracting, Inc.	\$5,942,000.00
BP 06-02 - Finish Carpentry	3	David M. Bertino Manufacturing, Inc.	\$1,126,365.00
BP 07-01 - Roofing	3	Best Contracting Services, Inc.	\$3,290,710.00
BP 08-01 – Doors, Frames	3	Star Hardware, Inc.	\$890,000.00
BP 08-02 – Glass and Glazing	6	Elite Glass Enterprises, Inc.	\$2,097,000.00
BP 09-01 – Drywall	3	Caston, Inc.	\$3,258,585.00
BP 09-02 – Tile	4	Inland Pacific Tile, Inc.	\$304,000.00
BP 09-03 – Acoustical Ceiling	4	Southcoast Acoustical Interiors, Inc.	\$386,348.00
BP09-04 – Flooring	3	Continental Flooring, Inc.	\$417,721.00
BP 09-05 – Painting	5	Western Painting and Wallcovering, Inc.	\$689,000.00
BP 10-01 – Misc. Spec.	5	Patriot Contracting and Engineering	\$2,975,000.00

BP 11-01 – Food Service Equipment	2	Kitcor Corporation	\$453,136.00
21-01 – Fire Sprinklers	5	JPI Development Group, Inc.	\$665,000.00
BP 22-01 – Plumbing	6	JPI Development Group	\$2,294,000.00
BP 23-01 – HVAC	11	West Tech Mechanical, Inc.	\$3,260,000.00
BP 26-01 – Electrical and Low Voltage	8	Rancho Pacific Electric Construction, Inc.	\$6,558,400.00
BP 31-01 - Site	2	Bogh Engineering	\$2,621,000.00
BP 32-01 – Irrigation, Landscaping	4	Inland Empire Landscape, Inc.	\$1,086,250.00
BP 33-01 Civil Site Utilities	5	JPI Development Group, Inc.	\$2,158,000.00

The apparent low bidder for Bid Package 06-02 Finish Carpentry and Casework, K & Z Cabinet Co., Inc., withdrew their bid due to mathematical error discovered by the contractor after bid opening. Therefore, it is recommended the bid be awarded to the next low bidder, David M. Bertino Mfg., Inc.

The basic scope of work for this project includes new construction of Preserve II school 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 22-23-08F, Preserve II School - New Construction to: Bogh Engineering; RND Contractors, Inc.; Core Contracting, Inc.; David M. Bertino Mfg., Inc.; Best Contracting Services, Inc.; Star Hardware, Inc.; Elite Glass Enterprises, Inc.; Caston, Inc.; Inland Pacific Tile, Inc.; Southcoast Acoustical Interiors, Inc.; Continental Flooring, Inc.; Western Painting and Wallcovering, Inc.; Patriot Contracting and Engineering; Kitcor Corporation; JPI Development Group, Inc.; West Tech Mechanical; Rancho Pacific Electric Construction, Inc.; and Inland Empire Landscape, Inc.

FISCAL IMPACT

\$50,586,995.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: APPROVAL OF PHASE 2 ENERGY SERVICES CONTRACT WITH PACIFICWEST ENERGY SOLUTIONS FOR IMPROVED AIR QUALITY MEASURES PER RFP NO. 22-22-05, HVAC ASSESSMENTS AND MAINTENANCE SERVICES

=====

BACKGROUND

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

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

The next step in the process is to award the Phase 2 energy services contract to PacificWest Energy Solutions to implement the second round of air quality improvement and energy efficiency measures. Like the Phase 1 measures, the Phase 2 measures will address the replacement of HVAC units that have exceeded their useful life. Doing so will improve ventilation and air filtration, reduce the risk of equipment failures, reduce repair costs, and increase energy savings.

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

RECOMMENDATION

It is recommended the Board of Education approve the Phase 2 Energy Services Contract with PacificWest Energy Solutions for Improved Air Quality Measures per RFP No. 22-22-05, HVAC Assessments and Maintenance Services.

FISCAL IMPACT

\$7,670,605.00 AB-841/CalShape, ESSER II and ESSER III

NE:GJS:pw



CALSHAPE SERVICES AGREEMENT

This CalSHAPE Services Agreement (this "Agreement") is made effective as of October 20, 2022 ("Effective Agreement Date"), by and between PacificWest Energy Solutions, Inc. ("PACIFICWEST") and the party identified below as "CLIENT".

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

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

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

ARTICLES

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

ATTACHMENTS

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



1. DESCRIPTION OF WORK

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

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

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

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

2. PAYMENT FOR WORK

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

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

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



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

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

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

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

3. CONFIDENTIALITY

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

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



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

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

4. REMEDIES

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

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

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

5. TERM AND ACCEPTANCE

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

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



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

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

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

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

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

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

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

6. WORK PRODUCT OWNERSHIP

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



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

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

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

7. WARRANTY

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

8. HAZARDOUS MATERIALS

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

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

9. CHANGES AND DELAYS



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

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

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

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

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

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

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

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



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

10. INSURANCE & ALLOCATION OF RISK

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

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

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

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



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

11. INDEMNIFICATION

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

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

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

12. ENTIRE AGREEMENT

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



concerning the subject matter of this Agreement.

13. SEVERABILITY

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

14. AMENDMENT

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

15. GOVERNING LAW

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

16. NOTICE

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

17. ASSIGNMENT

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

18. DISPUTES

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



19. MISCELLANEOUS PROVISIONS

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

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

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

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

[signatures on following page]



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

CLIENT:
Chino Valley Unified School District

PACIFICWEST:
PacificWest Energy Solutions, Inc.

By: _____
Sandra Chen
Associate Superintendent, Business
Services

By: _____
Robert Cho
President



EXHIBIT A SCOPE OF WORK

INDEX

Building Controls
General Services
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Building Controls

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

#	Name	# of Zones to be added to i-Vu	# of Existing i-Vu units
1	Borba Elementary	43	0
2	Briggs Fundamental	39	13
3	Dickey Elementary	43	0
4	Dickson Elementary	53	0
5	Liberty Elementary	64	0
6	E.J. Marshall Elementary	18	29
7	Newman Elementary	43	9
8	Walnut Avenue Elementary	21	30
9	Magnolia Junior High	68	2
10	Ramona Junior High	52	1
11	Woodcrest Junior High	78	0
12	Alternative Education Center	25	21

Detailed Scope of Work:

- ◆ Replace existing HVAC controls and thermostats with new networked Carrier iVu controllers and room thermostats, complete with web interface and graphics.



- ◆ PacificWest to procure controls equipment, inclusive of Carrier Direct Digital Controllers, RTU Open Wiring Harnesses, Supply Air Temperature sensors, current sensing relays, ZSPlus room sensors with CO2 sensors and occupancy sensors, i-Vu XT routers, and NEMA enclosures.
- ◆ PacificWest shall procure all wiring, mounting hardware, and other appurtenances for a complete installation and startup of the Carrier i-Vu system.
- ◆ All equipment serving classrooms, libraries and other student assembly areas currently on the Carrier i-Vu system to have the room sensor removed and replaced with the ZS Plus Sensor with integrated CO2 sensor. The new ZS Plus Sensor shall be reconnected to the existing i-VU controller.
- ◆ All existing i-Vu routers shall be reused.
- ◆ Setup and install the DDC Database for all system controllers onto the Carrier i-Vu user interface.
- ◆ Load graphic files onto the user interface and map control points
 - Creation of graphic display for package units and split systems
 - Graphical slider schedule times and holidays calendar
- ◆ Mount new and reposition existing i-Vu room sensors to meet ADA and CalSHAPE Ventilation program location and height requirements. Finished height shall not exceed 48" from the floor to the top of the operable Building Controls.
- ◆ Provide proper removal, disposal, recycling, and associated coordination of all equipment, materials, appurtenances, etc. to be removed, replaced, or decommissioned.
- ◆ Provide disposal and recycling documentation, upon request.
- ◆ Provide all required demolition, boring, coring, cutting, digging, and/or trenching to all areas associated with the Scope of Work.
- ◆ Repair and/or replace surrounding architectural finishes associated with the Scope of Work damaged and/or demolished during the performance of the Project. Repairs may include but are not limited to caulking, flashing, insulating, patching, painting, and/or sealing.
- ◆ Comply with all applicable current Client, local, state, and federal codes, regulations, and standards.
- ◆ Maintain equipment manufacturer required operational and performance specifications.
- ◆ Provide site supervision and coordination of installation activities.
- ◆ Provide commissioning documentation.
- ◆ Provide one (1) operations & maintenance manual with complete warranty information.
- ◆ Conduct one (1) hour of onsite training for operations, maintenance requirements, and warranty process.

General Services

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

The following Work will be provided by PACIFICWEST.

- ◆ All procurement, delivery, inspection, and storage of all Equipment, including materials, machinery, labor, transportation, supervision, administration and other services and items required in order to complete and deliver Work to CLIENT
- ◆ Engineering, Performance Assurance, Project Management & Oversight



- ◆ Regular CLIENT Updates & Progress Communication
- ◆ Start Up, Punchlist & Sign Off of Project Delivery
- ◆ Utility Rebate & Incentives Processing
- ◆ Standard Industry Insurance Coverage
- ◆ Warranty Assistance For Up To 1 Year

Utility Rebates & Incentives

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

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

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

Exclusions

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

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



AB-841 / CALSHAPE Ventilation

Project Requirements/Client Expectations/Objectives:

- ◆ Services applicable only to California Energy Commission (CEC) awarded and funded AB-841/CalSHAPE Round 1 application.
- ◆ Services and submissions to comply with all program requirements and regulations.
- ◆ Services to be rendered within all program timelines and completed within 24 months of executed grant award agreement.
- ◆ Apply funding towards reimbursement when applicable for prior Client expenditures contracted and performed after August 1, 2020.
- ◆ Utilize qualified personnel and licensed professionals per program guidelines while observing prevailing wage/skilled and trained workforce requirements.
- ◆ Accurate accounting of services performed at each site and proper reconciliation in accordance to program funding including contingency and unspent funds.
- ◆ PacificWest to provide program management services from the applicable executed grant award agreement through final reporting and invoice completion at no cost in compliance with the program. These cost exempt services include but not limited to application submission, award documentation submission, applicable reimbursement documentation, HVAC Verification Report, and other consulting services related to the program but outside of the terms of the grant award agreement. These program management scope and costs have been excluded from the contractor estimate and will be provided at no cost.

Detailed Scope of Work:

1. HVAC Assessment

PacificWest Services:

- ◆ Initiate Client work phase kick-off meeting and develop agreed upon project expectations, goals, and objectives.
- ◆ Services to be performed per the locations and HVAC quantities set forth in **Exhibit A: AB-841 / CALSHAPE CONTRACTOR ESTIMATE.**
- ◆ Verification of ventilation rates in all occupied areas to determine whether they meet the minimum ventilation requirements set forth in Table 120.1-A of Part 6 of Title 24 California Code of Regulations.
- ◆ Calculation of the required minimum outside air ventilation rates for each occupied area based on the anticipated occupancy and the minimum required ventilation rate per occupant set forth in Table 120.1-A
- ◆ Measurement of outside air and verify if the system meets the minimum outside air requirement in accordance with form CEC form CEC-NRCA-MCH-02-A–Outdoor Air Acceptance Section B.
- ◆ Measurement of inlet and outlet ventilation rates. Verification that inlets and outlets are balanced within tolerance (+/-10%) of system design or calculated values.
- ◆ Verification that a positive pressure differential exists relative to the outdoors and ensure that the building is not over-pressurized.
- ◆ Verification of coil velocities and discharge air temperatures meet manufacturer specifications (or are within generally accepted HVAC industry values if specifications are not available).
- ◆ Verification that separation between outdoor air intakes and exhaust discharge outlets meet requirements of the California Building Code, including Section 120.1



- ◆ Confirmation that the air-handling unit is bringing in outdoor air and removing exhaust air as intended by system design or calculated values.
- ◆ Measurement of all exhaust air volumes and document any discrepancies from system design or calculated values.
- ◆ Test system capacity and airflow to determine the highest MERV filtration that can be used without adversely impacting equipment. Target minimum per the program is MERV 13.
- ◆ Inspect and verify:
 - Coil condition.
 - Condensate drainage.
 - Cooling coil air temperature differentials (entering and leaving dry bulb).
 - Heat exchanger operation.
 - Drive assembly.
- ◆ Review control sequences to verify systems will maintain intended ventilation, temperature, and humidity conditions during school operation.
- ◆ Verify that HVAC system daily flush, operational times, exhaust fans operation times, setpoints, and enabled features meet ASHRAE Guidance for Reopening and Operating Schools and Buildings or otherwise applicable local or state guidance.
- ◆ If a system does not meet the minimum ventilation rate requirements set forth in Table 120.1-A of Part 6 of Title 24 California Code of Regulations, a licensed professional or qualified adjusting personnel shall review the system airflow and capacity to determine if additional ventilation can be provided.
- ◆ Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance are to be provided in a HVAC Assessment Report. If installed HVAC systems or system components are broken, fail to meet minimum ventilation requirements, or are unable to operate to the original design and intent, this information will be included in the HVAC Assessment Report and provided to a licensed professional for determination of appropriate corrective measures.
- ◆ Recommendations for corrective actions, additional maintenance, replacement, or upgrades to the above shall be recorded in the HVAC Assessment Report.
- ◆ The HVAC Assessment Report and other required submittal documents will be provided in electronic format for Client records as well as CEC program upload.
- ◆ HVAC Assessment scope of work and services are applicable to typical, standard single zone roof top package unit, split system unit, wall mount unit, and heat only unit for schools with integrated natural gas or heat pump heating. Complex components or systems are excluded and will require additional labor and costs. Complex components or systems include but not limited to Economizer, UVGI, Demand Control Ventilation, Multizone, Central Plant, Variable Volume Temperature, Variable Air Volume, and Variable Refrigerant Flow.
- ◆ Attend applicable meetings, progress updates, conference calls, and web-based meetings, as needed.

PacificWest Deliverables:

- ◆ Documents/Reports: HVAC Assessment Report.
- ◆ Target Timeline: 6 Months (May increase due to site access & restrictions).

PacificWest Requirements:



- ◆ Client to provide the following prior to project commencement and requested responses within 2 business days of request:
 - Finalized Project Requirements/Expectations/Objectives
 - Facility square footages & site maps.
 - HVAC & filter inventories.
 - Utility authorization forms & applicable billing information.
 - For applicable reimbursement expenditures, contracts/purchase orders/invoices.
 - Other Items TBD.

2. Filter Replacement

PacificWest Services:

- ◆ Initiate Client work phase kick-off meeting and develop agreed upon project expectations, goals, and objectives.
- ◆ Services to be performed per the locations and HVAC quantities set forth in **Exhibit A: AB-841 / CALSHAPE CONTRACTOR ESTIMATE**
- ◆ Provide new and replace appropriately sized air filters with a MERV 13 or highest MERV filtration that can be used without adversely impacting equipment per the HVAC Assessment Report results.
- ◆ Remove and dispose of old air filters.
- ◆ One time replacement of air filters including installation labor included. Purchase of additional replacement filters is not an eligible cost of the program.

PacificWest Deliverables:

- ◆ Documents/Reports: Itemized installed filter list per site.
- ◆ Target Timeline: 2 Months (Excludes material lead times & to begin after commencement of the HVAC Assessment process).

PacificWest Requirements:

- ◆ TBD

3. CO2 Monitors

PacificWest Services:

- ◆ Initiate Client work phase kick-off meeting and develop agreed upon project expectations, goals, and objectives.
- ◆ Services to be performed per the locations and HVAC quantities set forth in **Exhibit A: AB-841 / CALSHAPE CONTRACTOR ESTIMATE**
- ◆ In applicable classrooms including MPRs, gymnasiums, auditoriums, etc. for rooms where students gather, install new CO2 monitors in compliance with CalSHAPE guidelines:
 - The monitor is hard-wired or plugged-in and mounted to the wall between three and six feet above the floor and at least five feet away from the door and operable windows.
 - The monitor displays the carbon dioxide readings to the teacher through a display on the device or other means such as a web-based application or cellular phone application.
 - The monitor provides a notification through a visual indicator on the monitor, such as an indicator light or other alert system, including but not limited to an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom have exceeded 1,100 ppm.



- The monitor maintains a record of previous data that includes at least the maximum carbon dioxide concentration measured.
- The monitor has a range of 400 ppm to 2,000 ppm or greater.
- The monitor is certified by the manufacturer to be accurate within 75 ppm at 1,000 ppm carbon dioxide concentration and is certified by the manufacturer to require calibration no more frequently than once every five years.
- ◆ Typical system to be provided in compliance with the program and cost allocations:
 - Carrier i-Vu throughout. This system will require additional expenses to the Client separate from this grant program.
- ◆ Install new hub, repeaters, and/or gateways as necessary to provide remote monitoring from web interface.
- ◆ Perform programming and commissioning of CO2 monitors as needed for proper operation at time of installation.
- ◆ Remote monitoring, support/communication services, and data storage is included and free of charge for the first year. Annual service plans can be purchased separately.

PacificWest Deliverables:

- ◆ Documents/Reports: Operation & Maintenance Manual, itemized installed CO2 monitor list per site.
- ◆ Target Timeline: 2 Months (Excludes material lead times & to begin after commencement of the HVAC Assessment process).

PacificWest Requirements:

- ◆ TBD

4. Contingency Repairs & Maintenance

PacificWest Services:

- ◆ Initiate Client work phase kick-off meeting and develop agreed upon project expectations, goals, and objectives.
- ◆ Services to be performed per the locations and HVAC quantities set forth in **Exhibit A: AB-841 / CALSHAPE CONTRACTOR ESTIMATE**.
- ◆ Expanded HVAC Assessment services for complex components or systems. Complex components or systems include but not limited to Economizer, UVGI, Demand Control Ventilation, Multizone, Central Plant, Variable Volume Temperature, Variable Air Volume, and Variable Refrigerant Flow.
- ◆ For systems with economizers, test system economizers pursuant to Section B of CEC form CEC-NRCA-MCH-05-A–Air Economizer Controls.
- ◆ For systems with UVGI, check for proper operation and replace lamps as necessary.
- ◆ For systems with demand control ventilation installed, adjust to a carbon dioxide set point of 800 parts per million (ppm) or less and tested pursuant to Section B of CEC-NRCA-MCH-06-A–Demand Control Ventilation Systems Acceptance.
- ◆ If an HVAC system does not meet minimum ventilation requirements in Table 120.1-A, adjust ventilation rate to highest minimum ventilation possible without adversely impacting system performance. This includes increasing fan speed (if possible), or the installation of lower pressure drop filters.
- ◆ Perform recommended ventilation rate adjustments and repetition of air-flow readings.
- ◆ If feasible, repair dampers and controls that are not properly functioning. Note, this scope excludes installation of new economizers.



- ◆ Perform recommended maintenance, repairs, corrective actions, upgrades, or replacements necessary to make the HVAC system functional or more energy-efficient per the HVAC Assessment Report.
- ◆ Perform recommended maintenance, repairs, corrective actions, upgrades, or replacements as approved by Client up to the maximum CalSHAPE Ventilation 20% contingency fund.
- ◆ Document necessary repairs, upgrades, or replacements must be documented as necessary to make the HVAC system functional or more energy-efficient in the HVAC Assessment Report and/or Verification Report to ensure eligible use of the 20% contingency fund.

PacificWest Deliverables:

- ◆ Documents/Reports: Itemized Contingency Repair & Maintenance list performed per site.
- ◆ Target Timeline: 3 Months (Excludes material lead times & to begin after commencement of the HVAC Assessment process).

PacificWest Requirements:

- ◆ TBD

AB-841 / CalSHAPE Contractor Estimate

Please refer to the attached AB-841 / CalSHAPE Contractor Estimate for the Scope of Work listed above.



EXHIBIT B PAYMENT SCHEDULE

In exchange for the Work, CLIENT shall pay PACIFICWEST the Agreement Sum of \$7,670,605.00

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

CalSHAPE Round 1	Payment (\$)
Building Controls	\$2,988,565.00
CalSHAPE CO2 Monitors Credit	-\$324,600.00
Totals	\$2,663,965.00

AB-841 / CALSHAPE Services	Payment (\$)
HVAC Assessment	\$2,569,000.00
Filter Replacement	\$380,400.00
CO2 Monitors (Round 1 credit applied above)	\$1,222,800.00
Contingency Repairs & Maintenance	\$834,440.00
Totals	\$ 5,006,640.00



EXHIBIT C PROJECT DELIVERY SCHEDULE

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

Project Milestones	Due Date
Agreement Execution	10/20/2022
Project Kick-Off	11/3/2022
Delivery Start	11/30/2022
Substantial Completion	4/29/2024
Final Completion	5/24/2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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

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

GREEN, Suzanne	Special Education Teacher	Borba ES	10/06/2022
HIDALGO, Jacqueline	Special Education Teacher	Glenmeade ES	10/10/2022
MORENO, Maricela	Elementary Teacher	Hidden Trails ES	10/03/2022

APPOINTMENT - EXTRA DUTY

SCRUGHAM, Corine	Track (GF)	Briggs K-8	09/01/2022
NEWMAN, Christian (NBM)	Band (B)	Canyon Hills JHS	10/06/2022
PEREZ, Jaime	Soccer (GF)	Ramona JHS	10/07/2022
HERNANDEZ, Dante (NBM)	Band ((B)	Townsend JHS	09/28/2022
KEMBLE-MYERS, Tristan	7 th Grade Boys Basketball (GF)	Woodcrest JHS	09/20/2022
KEMBLE-MYERS, Tristan	8 th Grade Boys Basketball (GF)	Woodcrest JHS	09/20/2022
CLEMENS, Brian (NBM)	Band (B)	Ayala HS	10/11/2022
SULLIVAN, Michael (NBM)	Band (B)	Ayala HS	09/12/2022
PRESCOTT, Joey (NBM)	Cheer (B)	Chino HS	09/13/2022
WACHOWSKI, Kimberly (NBM)	Track & Field (B)	Chino HS	09/30/2022
CORONA Jr., Raul (NBM)	Men's Soccer (B)	Chino Hills HS	10/10/2022
WARD, Ryan (NBM)	Band (B)	Chino Hills HS	09/15/2022
GUZMAN Jr., Martin (NBM)	Men's Basketball (B)	Don Lugo HS	09/15/2022
TOTAL:			\$6,791.50

APPOINTMENT - EXTRA DUTY - ACTIVITIES

BADER, Lisa	Jr. High AVID Advisor	Briggs K-8	10/21/2022
CASTRO JR., Alvin	Jr. High Band Director	Briggs K-8	10/21/2022
COLLINS, Celia	Jr. High Activities Director/Leadership	Briggs K-8	10/21/2022
FORDYCE, Jennifer	Jr. High Yearbook Advisor	Briggs K-8	10/21/2022
SILVA, Michael	Jr. High Renaissance	Briggs K-8	10/21/2022
THORPE, Katherine	Jr. High Yearbook Advisor	Briggs K-8	10/21/2022
ADAMS, Christopher	Jr. High STEM/STEAM Advisor	Cal Aero K-8	10/21/2022
FELLOWS, Amber	Jr. High Activities Director/Leadership	Cal Aero K-8	10/21/2022
JACKSON-		Cal Aero K-8	10/21/2022
MAGUINNESS, Jillian	Jr. High Renaissance		
PETTYGROVE, Luke	Jr. High Band Director	Cal Aero K-8	10/21/2022
QUEZADA, Melissa	Jr. High Activity Stipend: Clubs and Activities	Cal Aero K-8	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY – ACTIVITIES</u> (cont.)			
WISE, Melissa	Jr. High Yearbook Advisor	Cal Aero K-8	10/21/2022
HEACOCK, Jacqueline	Jr. High AVID Advisor	Canyon Hills JHS	10/21/2022
MAGDALENO, Torey	Jr. High Activities Director/Leadership	Canyon Hills JHS	10/21/2022
RILEY, Christina	Jr. High Yearbook Advisor	Canyon Hills JHS	10/21/2022
SEYMOUR, Jared	Jr. High Band Director	Canyon Hills JHS	10/21/2022
VERA-MINEER, Valerie	Jr. High Renaissance	Canyon Hills JHS	10/21/2022
VERA-MINEER, Valerie	Jr. High Activity Stipend: Student Recog.	Canyon Hills JHS	10/21/2022
BARRETT, Arthur	Jr. High AVID Advisor	Magnolia JHS	10/21/2022
JENKINS, Elizabeth (NBM)	Jr. High Color Guard Advisor	Magnolia JHS	10/21/2022
JENKINS, Sean	Jr. High Band Director	Magnolia JHS	10/21/2022
LEWIS, Kerry	Jr. High AVID Advisor	Magnolia JHS	10/21/2022
LOMELI, Louise	Jr. High Yearbook Advisor	Magnolia JHS	10/21/2022
ROSSEN, Scott	Jr. High Activities Stipend: Debate	Magnolia JHS	10/21/2022
ST. CLAIRE, Tracy	Jr. High Activities Director/Leadership	Magnolia JHS	10/21/2022
ANDINO-GONZALEZ, Maritza	Jr. High Yearbook Advisor	Ramona JHS	10/21/2022
HWANG, Charles	Jr. High Activities Director/Leadership	Ramona JHS	10/21/2022
KANG, David	Jr. High Visual Performance Arts Advisor	Ramona JHS	10/21/2022
LOPEZ, Katelyn (NBM)	Jr. High Color Guard Advisor	Ramona JHS	10/21/2022
MILLER, Tyler (NBM)	Jr. High Vocal Music	Ramona JHS	10/21/2022
YANIK, Stephen	Jr. High Band Director	Ramona JHS	10/21/2022
CARLS, Allison	Jr. High AVID Advisor	Townsend JHS	10/21/2022
CUEVAS, Luisa	Jr. High Visual Performance Arts Advisor	Townsend JHS	10/21/2022
MURILLO, Christopher	Jr. High Activities Director/Leadership	Townsend JHS	10/21/2022
NOBLETT, Jodie	Jr. High Renaissance	Townsend JHS	10/21/2022
RUTT, Anne	Jr. High Band Director	Townsend JHS	10/21/2022
YOUNG, Joanne (NBM)	Jr. High Drill Team/Dance Advisor	Townsend JHS	10/21/2022
BELL, Pamela	Jr. High Band Director	Woodcrest JHS	10/21/2022
LINSDEY Jr., Patrick	After School Activity Stipend: Microsoft Showcase Advisor	Woodcrest JHS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

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

LINSDEY Jr., Patrick	Jr. High Activities Director/Leadership	Woodcrest JHS	10/21/2022
LINSDEY Jr., Patrick	Jr. High Renaissance	Woodcrest JHS	10/21/2022
WAGNER, Sarah	Jr. High AVID Advisor	Woodcrest JHS	10/21/2022
YURK, Timothy	Jr. High Yearbook Advisor	Woodcrest JHS	10/21/2022
ALLEN, Stephanie	Pep Squad Advisor	Ayala HS	10/21/2022
BOREN, Arthur	FBLA/DECCA	Ayala HS	10/21/2022
CABASE, Isaac	Career Technical Education	Ayala HS	10/21/2022
CABASE, Isaac	Coach/Acad. Comp. Team	Ayala HS	10/21/2022
CARTER, Scott	Coach/Acad. Comp. Team	Ayala HS	10/21/2022
CARTER, Scott	Senior Class Advisor	Ayala HS	10/21/2022
DAUGHERTY SAUNDERS, Michael	VICA	Ayala HS	10/21/2022
DAVIS, Robert	Choral Director	Ayala HS	10/21/2022
DOUGLASS, James	Career Technical Education	Ayala HS	10/21/2022
DOUGLASS, James	Coach/Acad. Comp. Team	Ayala HS	10/21/2022
ELLINGTON, Matthew	Audio/Visual Coordinator	Ayala HS	10/21/2022
ESCOBEDO, Gabriel (NBM)	Drill Team/Dance Advisor	Ayala HS	10/21/2022
GARCIA, Lisa	Coach/Acad. Comp. Team	Ayala HS	10/21/2022
GARCIA, Lisa	Senior Class Advisor	Ayala HS	10/21/2022
HOFSTETTER, Christina	Choreographer	Ayala HS	10/21/2022
KOENIG, Christy	AVID Advisor	Ayala HS	10/21/2022
MARTINEZ, Kyle	Assistant Band Director	Ayala HS	10/21/2022
MEHAFFIE, Jennifer	FHA/HERO	Ayala HS	10/21/2022
MOUNCE, John	Photo Advisor	Ayala HS	10/21/2022
NIEBLAS, Michael	Junior Class Advisor	Ayala HS	10/21/2022
REAMS, Randall	Photo Advisor	Ayala HS	10/21/2022
REED JR., Warren	Athletic Director	Ayala HS	10/21/2022
SCHULD, Jeffery	Yearbook Advisor	Ayala HS	10/21/2022
SHERRATT, Madeleine	Drama Director	Ayala HS	10/21/2022
SJOL, Alexis	Assistant Pep Squad	Ayala HS	10/21/2022
TROST, Timothy	Band Director	Ayala HS	10/21/2022
TSE, Eileen	Publications Advisor	Ayala HS	10/21/2022
YEH, Wei	High School Activity Stipend: English Intervention	Ayala HS	10/21/2022
YIM, Robin	Junior Class Advisor	Ayala HS	10/21/2022
BOWDEN, Douglas	Band Director	Chino HS	10/21/2022
BOWDEN, Douglas	Choral Director	Chino HS	10/21/2022
CASTILLO, Eloisa	Activity Director	Chino HS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY – ACTIVITIES</u> (cont.)			
CASTILLO, Eloisa	High School Activity Stipend: Renaissance	Chino HS	10/21/2022
DAVILA, Wendy (NBM)	Choreographer	Chino HS	10/21/2022
ECHEVARRIA, Robyn (NBM)	Drill Team/Dance Advisor	Chino HS	10/21/2022
GIBBS, Lucia	Sophomore Class Advisor	Chino HS	10/21/2022
GONZALES, Sandra	Senior Class Advisor	Chino HS	10/21/2022
HERNANDEZ, Alyssa (NBM)	Assistant Pep Squad	Chino HS	10/21/2022
HINKLE, Michael	Athletic Director	Chino HS	10/21/2022
KUHNS, Richelle (NBM)	Senior Class Advisor	Chino HS	10/21/2022
LERMA, Breanne	Yearbook Advisor	Chino HS	10/21/2022
LOWE, Katherine	After School Activity Stipend: Link Crew	Chino HS	10/21/2022
NELSON, Lindsey	AVID Advisor	Chino HS	10/21/2022
POLLARA, Todd	Sophomore Class Advisor	Chino HS	10/21/2022
PRESCOTT, Renay (NBM)	Pep Squad Advisor	Chino HS	10/21/2022
ROSENDAHL, John	Photo Advisor	Chino HS	10/21/2022
SMOUSE, Frank	Drama Director	Chino HS	10/21/2022
SULLIVAN, Dorinda	Junior Class Advisor	Chino HS	10/21/2022
WILLIAMS, Elizabeth	FBLA-DECCA	Chino HS	10/21/2022
WILLIAMS, Elizabeth	Career Technical Education	Chino HS	10/21/2022
ACKER, Jennell	FBLA-DECCA	Chino Hills HS	10/21/2022
AGUILAR, Jianna (NBM)	Photo Advisor	Chino Hills HS	10/21/2022
AGUILAR, Jianna (NBM)	Publication Advisor	Chino Hills HS	10/21/2022
BATEMAN, Shelley	Sophomore Class Advisor	Chino Hills HS	10/21/2022
BEHOUNEK, Lisa	Junior Class Advisor	Chino Hills HS	10/21/2022
CHIOTTI, Michelle	Activities Director	Chino Hills HS	10/21/2022
EDWARDS, Zachary	Yearbook Advisor	Chino Hills HS	10/21/2022
GIBO, Paige	High School Activity: Link Crew	Chino Hills HS	10/21/2022
GUTIERREZ, Tiffany	Coach of Academic Comp. Team	Chino Hills HS	10/21/2022
GUTIERREZ, Tiffany	Sophomore Class Advisor	Chino Hills HS	10/21/2022
HANSEN, Jennifer	Senior Class Advisor	Chino Hills HS	10/21/2022
HANSEN, Jennifer	Freshman Class Advisor	Chino Hills HS	10/21/2022
KRUMBINE, Steve	Band Director	Chino Hills HS	10/21/2022
LINDEMULDER, Craig	Audio Visual Coordinator	Chino Hills HS	10/21/2022
LOPEZ, Christine	After School Activity:	Chino Hills HS	10/21/2022
MYERS, Eric	Senior Class Advisor	Chino Hills HS	10/21/2022
PROBST, Jonathan	Assistant Band Director	Chino Hills HS	10/21/2022
RUPE, Kerry	Drama Director	Chino Hills HS	10/21/2022
RUTHERFORD, Laura	Choral Director	Chino Hills HS	10/21/2022
SYIEM, Esibon	AVID Advisor	Chino Hills HS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - EXTRA DUTY – ACTIVITIES</u> (cont.)			
TASANONT, Chirichan	Coach of Academic Comp. Team	Chino Hills HS	10/21/2022
TASANONT, Chirichan	Junior Class Advisor	Chino Hills HS	10/21/2022
TRANTOW, Ian	Athletic Director	Chino Hills HS	10/21/2022
TRIBE, Danielle	Drill Team/Dance Advisor	Chino Hills HS	10/21/2022
TRIBE, Danielle	Pep Squad Advisor	Chino Hills HS	10/21/2022
WALLACE, Richard	Freshman Class Advisor	Chino Hills HS	10/21/2022
ASHLEY, Mary Jane	Agriculture Advisor	Don Lugo HS	10/21/2022
CARCIDO, Anissa (NBM)	Drill Team/Dance Advisor	Don Lugo HS	10/21/2022
CELAYA, Candida	High School Activity Stipend:	Don Lugo HS	10/21/2022
	Website/Marquis		
CELAYA, Candida	Drama Director	Don Lugo HS	10/21/2022
CRISAFI, William	Senior Class Advisor	Don Lugo HS	10/21/2022
CRISAFI, William	Yearbook Advisor	Don Lugo HS	10/21/2022
CRISAFI, William	Publications Advisor	Don Lugo HS	10/21/2022
DALY, Jennifer	Junior Class Advisor	Don Lugo HS	10/21/2022
DOMINGUEZ, Christine	AVID Advisor	Don Lugo HS	10/21/2022
DONOHOO, James	Audio-Visual Coordinator	Don Lugo HS	10/21/2022
DONOHOO, James	Athletic Director	Don Lugo HS	10/21/2022
ENCARNACION, Shanette	Junior Class Advisor	Don Lugo HS	10/21/2022
GARCIA, Phillip	After School Activity Stipend:	Don Lugo HS	10/21/2022
	Work Experience		
LEMEN, Matthew	Sophomore Class Advisor	Don Lugo HS	10/21/2022
MACHUCA, Fabian	Freshman Class Advisor	Don Lugo HS	10/21/2022
MARSH, Nathalie	Sophomore Class Advisor	Don Lugo HS	10/21/2022
POTEET JR., Ronald	Freshman Class Advisor	Don Lugo HS	10/21/2022
RIGO-WITT, Farrah	Activity Director	Don Lugo HS	10/21/2022
RIGO-WITT, Farrah	Audio-Visual Coordinator	Don Lugo HS	10/21/2022
SHUE, Nicole (NBM)	Pep Squad Advisor	Don Lugo HS	10/21/2022
TELLEZ, Carolyn (NBM)	Choreographer	Don Lugo HS	10/21/2022
TUYEN, Barbara	Agriculture Advisor	Don Lugo HS	10/21/2022
YANIK, Stephen	Band Director	Don Lugo HS	10/21/2022
YOUNG, Ann	Coach of Academic Competition Team	Don Lugo HS	10/21/2022
YU, Sophie	AVID Advisor	Don Lugo HS	10/21/2022
TOTAL:			\$319,871.00

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u>			
BOOTHROYD, Christa	4-6 Grade Level Chair	Borba ES	10/21/2022
CRAFT, Jerri Lynn	TK-1 Grade Level Chair	Borba ES	10/21/2022
DUARTE, Kim	2-3 Grade Level Chair	Borba ES	10/21/2022
GRACIA, Valerie	4-6 Grade Level Chair	Borba ES	10/21/2022
RUNGO, Art	2-3 Grade Level Chair	Borba ES	10/21/2022
TELLEZ, Tiffany	4-6 Grade Level Chair	Borba ES	10/21/2022
BOZIKIS-COCCIA, Tina	TK-1 Grade Level Chair	Butterfield Ranch ES	10/21/2022
CISNEROS-ALBA, Melissa	4-6 Grade Level Chair	Butterfield Ranch ES	10/21/2022
CURRIE, Karen	4-6 Grade Level Chair	Butterfield Ranch ES	10/21/2022
MENDOZA, Heather	4-6 Grade Level Chair	Butterfield Ranch ES	10/21/2022
NARAHARA, Judy	2-3 Grade Level Chair	Butterfield Ranch ES	10/21/2022
STACHURA, Marlene	2-3 Grade Level Chair	Butterfield Ranch ES	10/21/2022
WILDER, Elise	TK-1 Grade Level Chair	Butterfield Ranch ES	10/21/2022
BURTON, Holly	TK-1 Grade Level Chair	Cattle ES	10/21/2022
CONTRERAS, Carrie	TK-1 Grade Level Chair	Cattle ES	10/21/2022
DALTON, April	4-6 Grade Level Chair	Cattle ES	10/21/2022
DENNARD, Eric	2-3 Grade Level Chair	Cattle ES	10/21/2022
HIPPEN, Denise	4-6 Grade Level Chair	Cattle ES	10/21/2022
KOOISTRA, Shannon	2-3 Grade Level Chair	Cattle ES	10/21/2022
VANDESTEEG, Carla	4-6 Grade Level Chair	Cattle ES	10/21/2022
CLAUSEN, Traci	TK-1 Grade Level Chair	Chaparral ES	10/21/2022
DAVIS, Jason	4-6 Grade Level Chair	Chaparral ES	10/21/2022
FINNERAN-HOFMANN, Susan	4-6 Grade Level Chair	Chaparral ES	10/21/2022
FOSS, Raechel	2-3 Grade Level Chair	Chaparral ES	10/21/2022
HANGER, Francisca	TK-1 Grade Level Chair	Chaparral ES	10/21/2022
SIROTA, Valerie	2-3 Grade Level Chair	Chaparral ES	10/21/2022
SOMERVILLE, Carol	TK-1 Grade Level Chair	Chaparral ES	10/21/2022
TRACY, Nicole	4-6 Grade Level Chair	Chaparral ES	10/21/2022
FELLER, Emily	TK-1 Grade Level Chair	Cortez ES	10/21/2022
LAMB, Arlene	2-3 Grade Level Chair	Cortez ES	10/21/2022
PARGA, Marcia	4-6 Grade Level Chair	Cortez ES	10/21/2022
ALVAREZ, Samantha	4-6 Grade Level Chair	Country Springs ES	10/21/2022
CACHO, Debra	TK-1 Grade Level Chair	Country Springs ES	10/21/2022
CHUN, Esther	TK-1 Grade Level Chair	Country Springs ES	10/21/2022
HALL, Jennifer	TK-1 Grade Level Chair	Country Springs ES	10/21/2022
HENSLEY, Kassondra	4-6 Grade Level Chair	Country Springs ES	10/21/2022
HUSAIN, Sukaina	4-6 Grade Level Chair	Country Springs ES	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
KILLAM, Amy	2-3 Grade Level Chair	Country Springs ES	10/21/2022
SHULER, Laurie	2-3 Grade Level Chair	Country Springs ES	10/21/2022
BALDOMINO, Nancy	4-6 Grade Level Chair	Dickey ES	10/21/2022
CAHILL, Denice	4-6 Grade Level Chair	Dickey ES	10/21/2022
DELEEUW, Christina	TK-1 Grade Level Chair	Dickey ES	10/21/2022
HUBBARD, Amanda	2-3 Grade Level Chair	Dickey ES	10/21/2022
ROGERS, Kelly	TK-1 Grade Level Chair	Dickey ES	10/21/2022
WHITE, Justin	2-3 Grade Level Chair	Dickey ES	10/21/2022
WILLIAMS, Amber	4-6 Grade Level Chair	Dickey ES	10/21/2022
BAEZA, Art	4-6 Grade Level Chair	Dickson ES	10/21/2022
CACERES, Mia	2-3 Grade Level Chair	Dickson ES	10/21/2022
COVARRUBIAS, Amparo	4-6 Grade Level Chair	Dickson ES	10/21/2022
FERRELL, Christa	TK-1 Grade Level Chair	Dickson ES	10/21/2022
KERTESZ, Kathryn	4-6 Grade Level Chair	Dickson ES	10/21/2022
MORA, Vivian	TK-1 Grade Level Chair	Dickson ES	10/21/2022
SNOW, Lisa	2-3 Grade Level Chair	Dickson ES	10/21/2022
ASAM, Erin	2-3 Grade Level Chair	Eagle Canyon ES	10/21/2022
DEMING, Abigail	TK-1 Grade Level Chair	Eagle Canyon ES	10/21/2022
EDWARDS, Kaitlyn	TK-1 Grade Level Chair	Eagle Canyon ES	10/21/2022
IRVINE, Tiffany	2-3 Grade Level Chair	Eagle Canyon ES	10/21/2022
ROSENBAUM, Lindsay	4-6 Grade Level Chair	Eagle Canyon ES	10/21/2022
SOTO, Kristie	4-6 Grade Level Chair	Eagle Canyon ES	10/21/2022
SUMMERFORD, Karin	TK-1 Grade Level Chair	Eagle Canyon ES	10/21/2022
VELEZ-LYNCH, Arcelia	4-6 Grade Level Chair	Eagle Canyon ES	10/21/2022
AGUIRRE, Esther	TK-1 Grade Level Chair	Glenmeade ES	10/21/2022
FRIESEN, Sandra	4-6 Grade Level Chair	Glenmeade ES	10/21/2022
HELLINGS, Heather	2-3 Grade Level Chair	Glenmeade ES	10/21/2022
MORSE, Karen	4-6 Grade Level Chair	Glenmeade ES	10/21/2022
TICKENOFF, Jill	2-3 Grade Level Chair	Glenmeade ES	10/21/2022
FULKERSON, Amy	4-6 Grade Level Chair	Hidden Trails ES	10/21/2022
HARRISON, Renee	TK-1 Grade Level Chair	Hidden Trails ES	10/21/2022
WICKER, Tina	2-3 Grade Level Chair	Hidden Trails ES	10/21/2022
ZUBER, LauraLee	2-3 Grade Level Chair	Hidden Trails ES	10/21/2022
ALBARES, Noelle	2 - 3 Grade Level Chair	Liberty ES	10/21/2022
COOPER, Sarah	TK-1 Grade Level Chair	Liberty ES	10/21/2022
FOY, Alexander	4-6 Grade Level Chair	Liberty ES	10/21/2022
ON, Bic	2-3 Grade Level Chair	Liberty ES	10/21/2022
SUMNERS, Curtis	4-6 Grade Level Chair	Liberty ES	10/21/2022
YLLANES, Samantha	TK-1 Grade Level Chair	Liberty ES	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
YOUNG, Cynthia	4-6 Grade Level Chair	Liberty ES	10/21/2022
CHAMBERLAIN, Colleen	TK-1 Grade Level Chair	Litel ES	10/21/2022
LINES, David	4-6 Grade Level Chair	Litel ES	10/21/2022
LUKASIK, Lauren	4-6 Grade Level Chair	Litel ES	10/21/2022
PATALANO, Catherine	2-3 Grade Level Chair	Litel ES	10/21/2022
STEINBRINK, Ann	4-6 Grade Level Chair	Litel ES	10/21/2022
WHIPPO, Karen	TK-1 Grade Level Chair	Litel ES	10/21/2022
WIERSEMA-SANDVIK, Judith	2-3 Grade Level Chair	Litel ES	10/21/2022
AMPUERO, Leslie	4-6 Grade Level Chair	Marshall ES	10/21/2022
CHURCHILL, Stacy	2-3 Grade Level Chair	Marshall ES	10/21/2022
DWYER, Lyana	4-6 Grade Level Chair	Marshall ES	10/21/2022
JOHNSON, Traci	2-3 Grade Level Chair	Marshall ES	10/21/2022
SANTANA, Elizabeth	TK-1 Grade Level Chair	Marshall ES	10/21/2022
SIMS, Crista Marie	TK-1 Grade Level Chair	Marshall ES	10/21/2022
VEITCH, Jill	2-3 Grade Level Chair	Marshall ES	10/21/2022
WHITE, Kelcey	TK-1 Grade Level Chair	Marshall ES	10/21/2022
WIDNER, Kimberly	4-6 Grade Level Chair	Marshall ES	10/21/2022
ANDRADE, Rachelle	TK-1 Grade Level Chair	Newman ES	10/21/2022
CUNNINGHAM, Courtney	4-6 Grade Level Chair	Newman ES	10/21/2022
NGUYEN, Amanda	2-3 Grade Level Chair	Newman ES	10/21/2022
WILSON, Lisa	2-3 Grade Level Chair	Newman ES	10/21/2022
GASS, Janet	4-6 Grade Level Chair	Oak Ridge ES	10/21/2022
IWAI, Julie	TK-1 Grade Level Chair	Oak Ridge ES	10/21/2022
MARTINEZ, Selena	2-3 Grade Level Chair	Oak Ridge ES	10/21/2022
BERNARD-SANDOVAL, Michelle	TK - 1 Grade Level Chair	Rhodes ES	10/21/2022
BUTORAC, Christine	TK - 1 Grade Level Chair	Rhodes ES	10/21/2022
CALAWAY, Joleen	2 - 3 Grade Level Chair	Rhodes ES	10/21/2022
JUAREZ, Ileana	2 - 3 Grade Level Chair	Rhodes ES	10/21/2022
ROSSEN, Scott	4 - 6 Grade Level Chair	Rhodes ES	10/21/2022
UHRICH, Karen	4 - 6 Grade Level Chair	Rhodes ES	10/21/2022
WALKER, Kimberly	4 - 6 Grade Level Chair	Rhodes ES	10/21/2022
BEARDEN, Leonor	4-6 Grade Level Chair	Rolling Ridge ES	10/21/2022
MCCAIN, Tracy	4-6 Grade Level Chair	Rolling Ridge ES	10/21/2022
MCCLARTY, Kelly	TK-1 Grade Level Chair	Rolling Ridge ES	10/21/2022
MCKINNEY, Natalie	4-6 Grade Level Chair	Rolling Ridge ES	10/21/2022
PETERSON, Mary	2-3 Grade Level Chair	Rolling Ridge ES	10/21/2022
RUMMELL, Thomas	TK-1 Grade Level Chair	Rolling Ridge ES	10/21/2022
WHYTE, Anne	2-3 Grade Level Chair	Rolling Ridge ES	10/21/2022
BELL, Andrea	TK-1 Grade Level Chair	Walnut ES	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
HOLMES, Audra	4-6 Grade Level Chair	Walnut ES	10/21/2022
HUNTER-BUFFINGTON, Carri	4-6 Grade Level Chair	Walnut ES	10/21/2022
LUEVANOS, Jessica	2-3 Grade Level Chair	Walnut ES	10/21/2022
RITCHIE, Lauryi	2-3 Grade Level Chair	Walnut ES	10/21/2022
SU, Linda	4-6 Grade Level Chair	Walnut ES	10/21/2022
VALADEZ, Jessica	TK-1 Grade Level Chair	Walnut ES	10/21/2022
BERTELLO, Amber	4-6 Grade Level Chair	Wickman ES	10/21/2022
HARIRCHI, Maria	TK-1 Grade Level Chair	Wickman ES	10/21/2022
HARRIS, Marlene	2-3 Grade Level Chair	Wickman ES	10/21/2022
SOUTHARD, Kelly	TK-1 Grade Level Chair	Wickman ES	10/21/2022
SPRAGUE, Shelly	4-6 Grade Level Chair	Wickman ES	10/21/2022
STUART, Lisa	4-6 Grade Level Chair	Wickman ES	10/21/2022
TEDESCO, Tammy	2-3 Grade Level Chair	Wickman ES	10/21/2022
BADER, Lisa	Dept. Chair Voc. Education Programs/Music/Art	Briggs K-8	10/21/2022
COLLINS, Celia	Dept. Chair Eng./Read/LA	Briggs K-8	10/21/2022
DONOHOO, Julie	4-6 Grade Level Chair	Briggs K-8	10/21/2022
GARCIA, Briana	Dept. Chair Special Education	Briggs K-8	10/21/2022
GOMEZ, Marlena	Dept. Chair Science	Briggs K-8	10/21/2022
MARTELLO, Rhonda	4-6 Grade Level Chair	Briggs K-8	10/21/2022
PALMER, Sarah	2-3 Grade Level Chair	Briggs K-8	10/21/2022
PLASCENCIA, Diana	TK-1 Grade Level Chair	Briggs K-8	10/21/2022
POPOCA, Victor	Dept. Chair Math	Briggs K-8	10/21/2022
RICHARDSON, Bradley	Dept. Chair P.E.	Briggs K-8	10/21/2022
SILVA, Michael	Dept. Chair Social Science	Briggs K-8	10/21/2022
TROUT, Lynda	4-6 Grade Level Chair	Briggs K-8	10/21/2022
ADAMS, Christopher	Dept. Chair Voc. Ed/Music/Art	Cal Aero K-8	10/21/2022
BURTON, Michelle	Dept. Chair P.E.	Cal Aero K-8	10/21/2022
DIECKHOFF, Melissa	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
DURAN, Emily	Dept. Chair Eng/Read/LA	Cal Aero K-8	10/21/2022
FELLOWS, Amber	Dept. Chair Science	Cal Aero K-8	10/21/2022
GEGEN, Gretchen	TK-1 Grade Level Chair	Cal Aero K-8	10/21/2022
GUTOWSKI, Kristi	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
LABRUCHERIE, Kassandra	TK-1 Grade Level Chair	Cal Aero K-8	10/21/2022
LAWSON, Kylee	2-3 Grade Level Chair	Cal Aero K-8	10/21/2022
MALIXI, Jennifer	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
NOVICK, Jennifer	2-3 Grade Level Chair	Cal Aero K-8	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
PROULX, Lesley	Dept. Chair Special Ed.	Cal Aero K-8	10/21/2022
QUEZADA, Melissa	Dept. Chair Social Science	Cal Aero K-8	10/21/2022
RAMOS RAMIREZ, Ricardo	TK-1 Grade Level Chair	Cal Aero K-8	10/21/2022
RENNER, William	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
RIVERA, Sherri	2-3 Grade Level Chair	Cal Aero K-8	10/21/2022
RODRIGUEZ, Quynh	Dept. Chair Math	Cal Aero K-8	10/21/2022
SANDERS, Marshall	Dept. Chair P.E.	Cal Aero K-8	10/21/2022
SAVAGE, Lara	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
VINEY, Brittany	2-3 Grade Level Chair	Cal Aero K-8	10/21/2022
WALKER, Patricia	TK-1 Grade Level Chair	Cal Aero K-8	10/21/2022
WELCHEZ, Rachel	4-6 Grade Level Chair	Cal Aero K-8	10/21/2022
HEACOCK, Jacqueline	Dept. Chair Science	Canyon Hills JHS	10/21/2022
HEMSLEY, Charles	Dept. Chair Voc. Ed./Music/Art	Canyon Hills JHS	10/21/2022
KNIGHT, Kristen	Dept. Chair Special Ed.	Canyon Hills JHS	10/21/2022
ROWCLIFFE, Tamra	Dept. Chair Soc. Science	Canyon Hills JHS	10/21/2022
SENSAT, Pamela	Dept. Chair Math	Canyon Hills JHS	10/21/2022
SHARP, Erin	Dept. Chair Eng./Reading/Lang. Arts	Canyon Hills JHS	10/21/2022
WALKER, Carri	Dept. Chair P.E.	Canyon Hills JHS	10/21/2022
CRUZ, Claudia	Dept. Chair Special Education	Magnolia JHS	10/21/2022
HORSLEY, Christopher	Dept. Chair Science	Magnolia JHS	10/21/2022
LARNED, Kelly	Dept. Chair Science	Magnolia JHS	10/21/2022
LEVARIO, Jennifer	Dept. Chair Math	Magnolia JHS	10/21/2022
MAYORGA, Nadia	Dept. Chair Special Education	Magnolia JHS	10/21/2022
SPICER, Scott	Dept. Chair Physical Education	Magnolia JHS	10/21/2022
ST. CLAIRE, Tracy	Dept. Chair English/Reading/Lang. Arts	Magnolia JHS	10/21/2022
STANFIELD, Julie	Dept. Chair Social Science	Magnolia JHS	10/21/2022
VALDEZ, Maria	Dept. Chair Voc. Education Programs/Music/Art	Magnolia JHS	10/21/2022
ALBERS, Victoria	Dept. Chair Eng./Read/LA	Ramona JHS	10/21/2022
ANDINO-GONZALEZ, Maritza	Dept. Chair Science	Ramona JHS	10/21/2022
CASSEL, Katherine	Dept. Chair Special Education	Ramona JHS	10/21/2022
ITAGAKI, Shirl	Dept. Chair Math	Ramona JHS	10/21/2022
LEATHERWOOD, Joe	Dept. Chair Social Science	Ramona JHS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
MEHAFFIE, James	Dept. Chair P.E.	Ramona JHS	10/21/2022
NAJERA, Nadia	Dept. Chair Eng./Read/LA	Ramona JHS	10/21/2022
WHITE, Timothy	Dept. Chair Social Science	Ramona JHS	10/21/2022
DYER, Mark	Dept. Chair P.E.	Townsend JHS	10/21/2022
KUKLINSKI, Kamila	Dept. Chair Eng./Read/LA	Townsend JHS	10/21/2022
KUNISHIMA, John	Dept. Chair Science	Townsend JHS	10/21/2022
MURILLO, Christopher	Dept. Chair Math	Townsend JHS	10/21/2022
NOBLETT, Jodie	Dept. Chair Social Science	Townsend JHS	10/21/2022
ROMAN, Mary	Dept. Chair Special Ed.	Townsend JHS	10/21/2022
DREW, Scot	Dept. Chair Physical Education	Woodcrest JHS	10/21/2022
LINSDEY Jr., Patrick	Dept. Chair Science	Woodcrest JHS	10/21/2022
OH, Susan	Dept. Chair English/Reading/Lang. Arts	Woodcrest JHS	10/21/2022
POSTOVOIT, Maci	Dept. Chair Social Science	Woodcrest JHS	10/21/2022
QUIJANO, Jennifer	Dept. Chair Math	Woodcrest JHS	10/21/2022
QUIJANO, Jennifer	Dept. Chair Special Education	Woodcrest JHS	10/21/2022
YURK, Timothy	Dept. Chair Voc. Education Programs/Music/Art	Woodcrest JHS	10/21/2022
BELL, Ryan	Dept. Chair Counseling	Ayala HS	10/21/2022
CABASE, Isaac	Dept. Chair Com. Science	Ayala HS	10/21/2022
CAMPBELL, Amy	Dept. Chair Soc. Science	Ayala HS	10/21/2022
CAPPS, Ronald	Dept. Chair P.E.	Ayala HS	10/21/2022
DAVIS, Robert	Dept. Chair Per. Arts	Ayala HS	10/21/2022
EUBANKS, Yi	Dept. Chair Special Ed.	Ayala HS	10/21/2022
FAN, Zhijing	Dept. Chair ESL	Ayala HS	10/21/2022
FRAZER, Steven	Dept. Chair Science	Ayala HS	10/21/2022
GALINDO, Jennifer	Dept. Chair Special Ed.	Ayala HS	10/21/2022
GARCIA, Lisa	Dept. Chair Science	Ayala HS	10/21/2022
HARMON, Jane	Dept. Chair Foreign Lang.	Ayala HS	10/21/2022
HOFSTETTER, Christina	Dept. Chair Per. Arts	Ayala HS	10/21/2022
KOENIG, Christy	Dept. Chair SWAS	Ayala HS	10/21/2022
MCKEE, Randi	Dept. Chair Special Ed.	Ayala HS	10/21/2022
MEHAFFIE, Jennifer	Dept. Chair Home Econ.	Ayala HS	10/21/2022
MENSEN, Jessica	Dept. Chair English	Ayala HS	10/21/2022
MOSQUEDO, Ashley	Dept. Chair Counseling	Ayala HS	10/21/2022
MOUNCE, John	Dept. Chair Math	Ayala HS	10/21/2022
OJINAGA, Paulette	Dept. Chair P.E.	Ayala HS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
SPELLMAN, Daniel	Dept. Chair Art	Ayala HS	10/21/2022
CHRISTENSEN, Niel	Dept. Chair Social Studies/Electives	Boys Republic	10/21/2022
DIAZ, Sandra	Dept. Chair Special Ed	Boys Republic	10/21/2022
GALINDO, Daniel	Dept. Chair Math & Science	Boys Republic	10/21/2022
PALACIOS, Cynthia	Dept. Chair English	Boys Republic	10/21/2022
ARROYO, Rosalia	Dept. Chair Core/Elective Classes	Buena Vista HS	10/21/2022
KELLY, Erica	Dept. Chair Core/Elective Classes	Buena Vista HS	10/21/2022
ANGULO, Alex	Dept. Chair Social Science	Chino HS	10/21/2022
BUTLER, Deborah	Dept. Chair Special Education	Chino HS	10/21/2022
CAHILL, Daniel	Dept. Chair Performing Arts	Chino HS	10/21/2022
FLORES, Elvira	Dept. Chair Foreign Language	Chino HS	10/21/2022
GIBBS, Lucia	Dept. Chair Counseling	Chino HS	10/21/2022
INGLIMA, Tom	Dept. Chair Physical Education	Chino HS	10/21/2022
LEGAZCUE, Monique	Dept. Chair English	Chino HS	10/21/2022
LUND, Dana	Dept. Chair Science	Chino HS	10/21/2022
RAYA JR., Joseph	Dept. Chair Math	Chino HS	10/21/2022
SCHUMANN, Donald	Dept. Chair Social Science	Chino HS	10/21/2022
WILLIAMS, Elizabeth	Dept. Chair Computer Science	Chino HS	10/21/2022
ACKER, Jennell	Dept. Chair Home Econ.	Chino Hills HS	10/21/2022
BATEMEN, Shelley	Dept. Chair Counseling	Chino Hills HS	10/21/2022
BENTON, Megan	Dept. Chair P.E.	Chino Hills HS	10/21/2022
GARCIA, Abraham	Dept. Chair Foreign Language	Chino Hills HS	10/21/2022
GARCIA, Heather	Dept. Chair Science	Chino Hills HS	10/21/2022
GOMEZ, Anna	Dept. Chair Special Ed.	Chino Hills HS	10/21/2022
HANSEN, Jennifer	Dept. Chair Counseling	Chino Hills HS	10/21/2022
HERNANDEZ, Robyn	Dept. Chair English	Chino Hills HS	10/21/2022
LINDEMULDER, Charlene	Dept. Chair English	Chino Hills HS	10/21/2022
LINDEMULDER, Craig	Dept. Chair Computer Science	Chino Hills HS	10/21/2022
LOPEZ, Christine	Dept. Chair ESL	Chino Hills HS	10/21/2022
MEYERS, Eric	Dept. Chair Social Science	Chino Hills HS	10/21/2022
REYES, Albert	Dept. Chair Art	Chino Hills HS	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT- EXTRA DUTY – DEPARTMENT CHAIR</u> (cont.)			
ROGERS, Cayce	Dept. Chair Social Science	Chino Hills HS	10/21/2022
RUTHERFORD, Laura	Dept. Chair Performing Arts	Chino Hills HS	10/21/2022
SCHEMPP, Michele	Dept. Chair Math	Chino Hills HS	10/21/2022
VAZQUEZ-ALVARADO, Socorro	Dept. Chair Foreign Language	Chino Hills HS	10/21/2022
WILLIAMS, Bridgette	Dept. Chair Special Ed.	Chino Hills HS	10/21/2022
BROWN, Jamie	Dept. Chair English	Don Lugo HS	10/21/2022
CANTOS, Odyssees John	Dept. Chair Science	Don Lugo HS	10/21/2022
CELAYA, Candida	Dept. Chair Career Tech Ed	Don Lugo HS	10/21/2022
CONACHER, Ian	Dept. Chair Social Science	Don Lugo HS	10/21/2022
CORTES, Jacqueline	Dept. Chair Special Education	Don Lugo HS	10/21/2022
CURETON, Ashley	Dept. Chair Agriculture	Don Lugo HS	10/21/2022
DVORAK, Angelin	Dept. Chair Performing Arts	Don Lugo HS	10/21/2022
FINCH, Richard	Dept. Chair Counseling	Don Lugo HS	10/21/2022
NELSON, Kenya	Dept. Chair Science	Don Lugo HS	10/21/2022
REYES, Karen	Dept. Chair Counseling	Don Lugo HS	10/21/2022
ROBINSON, David	Dept. Chair Math	Don Lugo HS	10/21/2022
ROBLES, Daniel	Dept. Chair P.E.	Don Lugo HS	10/21/2022
SALES, Diana	Dept. Chair Foreign Language	Don Lugo HS	10/21/2022
ABEL, Lorraine	Dept. Chair Independent Study	Alternative Education	10/21/2022
ALBANO, Sadaf	Dept. Chair Virtual Program	Alternative Education	10/21/2022
HANNA, Cynthia	Dept. Chair Independent Study	Alternative Education	10/21/2022
BYRNE, Leslie	Dept. Chair Special Ed. APE	Special Education	10/21/2022
TIERNEY, Brooke	Dept. Chair Special Ed. SLP	Special Education	10/21/2022
STRAHAN, Thomas	Dept. Chair Special Ed. APE	Special Education	10/21/2022
TOTAL:			\$412,305.53

APPOINTMENT – EXTRA DUTY – ELEMENTARY STIPENDS

GRACIA, Valerie	Student Council Advisor	Borba ES	10/21/2022
MORTON, Roberta	Student Council Advisor	Borba ES	10/21/2022
CHRISTY, Melissa (NBM)	Video Producer	Butterfield Ranch ES	10/21/2022
SCHLERF, Laura	Accelerated Reader Coordinator	Butterfield Ranch ES	10/21/2022

CERTIFICATED PERSONNEL (cont.)

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

COLCA, Sara	ASB	Cattle ES	10/21/2022
DALTON, April	ASB	Cattle ES	10/21/2022
D'AMATO, Kara	Green Team	Cattle ES	10/21/2022
CLAUSEN, Traci	Web Master	Chaparral ES	10/21/2022
DAVIS, Jason	Science Fair/Robotics	Chaparral ES	10/21/2022
FINNERAN-HOFMANN, Susan	GATE	Chaparral ES	10/21/2022
FOSS, Raechel	Student Council	Chaparral ES	10/21/2022
GOSSETT, Natasha	Yearbook/Accelerated Reader Administrator	Cortez ES	10/21/2022
MOSS, Rochelle	Science Fair	Cortez ES	10/21/2022
HUSAIN, Sukaina	Safety Committee	Country Springs ES	10/21/2022
PEDUTO, Dana	Safety Committee	Country Springs ES	10/21/2022
RODRIGUEZ, Daniela	Leads Student Council and SSA	Dickey ES	10/21/2022
KERTESZ, Kathryn	PBIS Coach	Dickson ES	10/21/2022
VEENSTRA, Victoria	Parent Engagement Committee	Dickson ES	10/21/2022
BENNETT, Russell	Student Council	Eagle Canyon ES	10/21/2022
LANDGRAF, Krista	Debate/GATE	Eagle Canyon ES	10/21/2022
MATA, Concepcion	Student Council	Eagle Canyon ES	10/21/2022
CORMACK, Leyla	PBIS Coach	Glenmeade ES	10/21/2022
GRAHAM, Cynthia	Science Fair Coordinator	Glenmeade ES	10/21/2022
BODEN, Richard	Debate Club	Hidden Trails ES	10/21/2022
CAMPOS, Kristin	Track	Hidden Trails ES	10/21/2022
COOPER, Sarah	PBIS Coach/Pro Board Member	Liberty ES	10/21/2022
MURRAY, Alecia	ASB Coordinator	Liberty ES	10/21/2022
GONZALES, Amanda	Extra Supervision	Litel ES	10/21/2022
LINES, David	Extra Supervision	Litel ES	10/21/2022
JOHNSON, Traci	GATE	Marshall ES	10/21/2022
WHITE, Kelcey	Track and Field	Marshall ES	10/21/2022
JOHNSTON, Sarah	Student Council	Newman ES	10/21/2022
McGRATH, Amber	Student Council	Newman ES	10/21/2022
WILSON, Lisa	Yearbook	Newman ES	10/21/2022
CAMACHO, Christina	100 Mile Club	Oak Ridge ES	10/21/2022
DIAZ, Anibal	Green Team	Oak Ridge ES	10/21/2022
DAN, Richard	Track, Bball, Debate	Rhodes ES	10/21/2022
YI, Jennifer	Art Club, PBIS	Rhodes ES	10/21/2022

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY – ELEMENTARY STIPENDS</u> (cont.)			
ADAMS, Tracy	Independent Study Coordinator	Rolling Ridge ES	10/21/2022
AHN, Susan	After School Intervention	Rolling Ridge ES	10/21/2022
DELA CRUZ, Candice	PBIS Tier 1 Coach	Walnut ES	10/21/2022
HUNTER-BUFFINGTON, Carri	ASB Coordinator	Walnut ES	10/21/2022
BERTELLO, Amber	Leadership	Wickman ES	10/21/2022
HEISER, Lauren	AR Renaissance	Wickman ES	10/21/2022
SCRANTON, Alison	Leadership	Wickman ES	10/21/2022
GILBERT-MCKELLIP, Laurie	100 Mile Club	Briggs K-8	10/21/2022
TROUT, Lynda	100 Mile Club	Briggs K-8	10/21/2022
FELLOWS, Jeremiah	Tier I PBIS Coach	Cal Aero K-8	10/21/2022
RENNER, William	Student Council Advisor	Cal Aero K-8	10/21/2022
TOTAL:			\$18,788.00

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

AGUILAR, Katherine	FERRIERA, Ashlyn	FLANAGAN, Karen
GENTILE, Jennifer	HERNANDEZ, Francisco	HO, Beverly
KAHN, Amber	KLEPPE, Aspen	LAURIN, Jennifer
MCGRATH, Ana Cristina	POLAND, Michael	RAMIREZ, Lidiana
REYNOZO, Tania	SEUNG, Samuel	WILLIAMS, Katelyn

CLASSIFIED PERSONNEL

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

VARGAS, Silvia	School Community Liaison (C)	Cattle ES	10/10/2022
DAVID, Blanca	Playground Supervisor (GF)	Chapparal ES	10/17/2022
JUAREZ, Lus	Playground Supervisor (GF)	Chapparal ES	10/17/2022
LOPEZ, Kimberly	Health Technician (GF)	Wickman ES	10/17/2022
SANCHEZ, Amador	Custodian I (GF)	Ayala HS	10/10/2022
AYENTO, Kevin	Computer Operations Technician I (GF)	Technology	10/31/2022
COLFFER, Deborah	Administrative Secretary I (GF)	Technology	10/24/2022

PROMOTION

ANDERSON, Emily	FROM: IA/Elementary Grade Level (C) 5 hrs./181 work days TO: ASB Student Store Clerk (GF) 8 hrs./201 work days	Chaparral ES Ayala HS	10/21/2022
SOUSA, Elizabeth	FROM: Paraprofessional I (SELPA/GF) 3.5 hrs./181 work days and Playground Supervisor 1.75 hrs./180 work days TO: Paraprofessional II (SELPA/GF) 6 hrs./181 work days	Woodcrest JHS Woodcrest JHS Woodcrest JHS	10/21/2022
ROSSEN, Christina	FROM: ASB Student Store Clerk (GF) 3.75 hrs./183 work days TO: Typist Clerk II (GF) 8 hrs./201 work days	Chino HS Chino HS	10/21/2022

ASSIGNMENT CHANGE

MALDONADO, Georgina	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: IA/Elementary Grade Level (C) 4 hrs./180 work days	Rhodes ES Dickson ES	10/21/2022
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ADDITIONAL ASSIGNMENT

CHAVARIN, Teresa	Playground Supervisor (GF)	Litel ES	10/10/2022
ROJO, Yadira	Paraprofessional I (SELPA/GF)	Magnolia JHS	10/11/2022
AVILA, Sandra	Playground Supervisor (GF)	Townsend JHS	10/17/2022

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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RESIGNATION

HERNANDEZ, Francisco	IA/Bilingual-Biliterate Spanish (C)	Don Lugo HS	10/06/2022
LOUVIAUX-KILLY, Patrick	Behavior Intervention Aide (SELPA/GF)	Special Education	10/14/2022

RETIREMENT

SEVILLA, Pilar (47 Years of Service)	Paraprofessional I (SELPA/GF)	Woodcrest JHS	12/31/2022
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023

ALVARADO, Argelia	BARNYCH, Savannah	DURAN, Andrea
GARCIA DE LEON, Soila	HERNANDEZ, Saul	MODI, Supriya
PENAFLO, Angela	PETRIE, Phyllis	REISINGER, Gayle
RESENDEZ, Christian	RUIZ, Yadarine	SIERRA, Rosemary

(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 20, 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 22-10-39 was submitted on October 4, 2022, from Holman Yuen, on behalf of his daughter a student at Wickman ES. Claimant alleges injury after bumping another student's head during school hours. Claimant seeks reimbursement for medical expenses in the amount of \$2,792.00.

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

DATE: October 20, 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 TO THE STUDENT INTERNSHIP AGREEMENT WITH
NATIONAL UNIVERSITY**

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BACKGROUND

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. On September 15, 2022, the Board approved an internship agreement with National University, which could be terminated upon 30-days written notice by either party. The revision terminates the agreement effective August 24, 2027.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision to the student internship agreement with National University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



PAID INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

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

RECITALS

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

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue for five (5) years, unless earlier terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
2. Candidates and Placement. University candidates ("Candidate(s)") are students that are certified as qualified and competent by University to provide intern services to Institution, may, at Institution's discretion, be accepted and assigned to its schools for services as interns ("Intern"). University and Institution shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.

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

- i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify an individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Candidates during their progress towards mastering the TPEs.
- j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
- k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Candidate supervision and program expectations.
- l. Institution with interns must have a fully qualified Credentialed administrator.
- m. University may request use of video capture for Candidate reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.

10. School Counseling Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
- c. Clinical practice shall refer to the participation by a Candidate in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
- d. Paid interns may complete all 600 hours at their site of employment. Up to one hundred fifty (150) clock hours shall be devoted to issues of diversity. This may be satisfied with up to 100 clock hours in a diversity program or with the development and implementation of a program that addresses diversity issues. AND, at least fifty (50) clock hours shall be with at least ten (10) pupils (individually or in a group) of a racial and ethnic background different from that of the Candidate. OR, all 150 clock hours with pupils of a racial and ethnic background different from that of the Candidate.
- e. Institution and University shall independently determine the qualifications of their respective supervisors.
- f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
- i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- k. USP will maintain contact with Interns on or off-site on a regularly scheduled basis to monitor each Intern's progress.
- l. School Counseling Fieldwork Candidate Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.

- xi. Provide teacher/parent consultation.
- xii. Design and implement behavioral Interventions.
- xiii. Participate in Student Study Teams (SST's).
- xiv. Help provide school-wide positive behavioral intervention support.
- xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
- xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support

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

12. Preliminary Administrative Services Intern Support

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

- a. Support the Candidate's ability to complete the CalAPA.
- b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
- c. Support partnerships with education, social, and community entities that support teaching and learning for all students
- d. Create a learning culture to support all students.
- e. Understand and reflect socioeconomic and cultural diversity.
- f. Support the Candidates to access data, work with other educators, and observe teaching practice.
- g. Permit video capture for Candidate reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
- h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.

13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

14. Duration of Internship. Once a Candidate has been accepted as an Intern by Institution, and if the Candidate remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.

15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential) programs. Candidates in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.

16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section.

17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian

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

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

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

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

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

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

University: National University

Institution: Chino Valley Unified School District

By: _____
 Dave C. Lawrence, MBA, Ed.D.
 Vice Chancellor, Admin. & Finance, CFO

By: _____

Name: _____

Title: _____

Dated: _____

University Contact Information:

Contract Coordinator
 National University
 9388 Lightwave Ave.
 San Diego, CA 92123
 Telephone (858) 642-8310
 credcontracts@nu.edu

Dated: _____

Telephone: _____

Address: _____

EXHIBIT A**Internship Programs**

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

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

Honorariums:

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

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

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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: FIELDWORK AGREEMENT WITH EASTERN NEW MEXICO
UNIVERSITY**

=====

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 Eastern New Mexico 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 fieldwork agreement with Eastern New Mexico University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

FIELDWORK AGREEMENT

Agreement Date: August 30, 2022

By and between Eastern New Mexico University Speech and Hearing Rehabilitation Outreach Center (herein referred to as "UNIVERSITY") and Chino Valley Unified School District (herein referred to as "FIELDWORK FACILITY").

WITNESSETH

WHEREAS, UNIVERSITY desires to provide a clinical fieldwork learning experience to its students through the application of knowledge and skills in client-centered situations and settings; and

WHEREAS, FIELDWORK FACILITY has agreed to make its facility available to UNIVERSITY for such purposes; and

WHEREAS, the parties agree to jointly participate in a Fieldwork Education Program and desire to establish and maintain a reciprocally beneficial working relationship; and

WHEREAS, it is for the mutual interest and advantage of both parties to enter into this Fieldwork Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and intending to be legally bound hereby, it is agreed by both parties as follows, that:

1. The parties will work together to implement a Fieldwork Education Program to provide students with supervised fieldwork experiences.
2. The educational component of the Fieldwork Education Program shall be under the supervision of the FIELDWORK FACILITY'S Coordinator and/or the student's speech language pathology ("SLP") supervisor at the FIELDWORK FACILITY.

Required Hours and Supervision:

The UNIVERSITY is seeking an SLPA Fieldwork experience (also called "clinical practicum" or "on-the-job" hours) for our students. The FIELDWORK FACILITY agrees to supervise a minimum of 100 hours, to include

- 80 hours of **direct** patient/client/student services under the supervision of an ASHA-certified speech-language pathologist (SLP)
- 20 hours of **indirect** patient/client/student services under the supervision of an ASHA-certified SLP

Direct Clinical Contact

Examples of direct clinical contact may include the following activities performed with 100% direction and supervision of the supervising SLP.

- screening speech, language, and hearing

- assisting the SLP during assessment
- administering assessment tools within ASHA *SLPA Scope of Practice*
- providing direct therapy services

Indirect Clinical Contact

Examples of indirect clinical contact may include the following activities performed with 100% direction and supervision of the supervising SLP.

- meeting with the SLP to review sessions and notes and to plan future services
- preparing materials and planning for clinical service
- attending consultations or team meetings with the SLP
- documenting screening/treatment results following services
- entering or recording data for billing purposes and/or code procedures following services

A. STUDENT RESPONSIBILITIES

1. **Student Statements:** The student agrees to provide the following signed statements prior to beginning any Fieldwork Education Program at FIELDWORK FACILITY:

- a) Confidentiality and Security Agreement
- b) Release of Information granting UNIVERSITY personnel permission to discuss performance in coursework or fieldwork with FIELDWORK FACILITY

2. **Health:** Students shall be responsible for arranging for any necessary medical care and/or treatment needed by the student, including transportation, in case of illness or injury, while participating in the Fieldwork Education Program. In no event shall the UNIVERSITY or FIELDWORK FACILITY be financially or otherwise responsible for said medical care or treatment.

Students will present the following health records to the Clinical Education Program prior to their educational experience at the FIELDWORK FACILITY. All records must be current (within 12 months of the clinical education start date at FIELDWORK FACILITY).

- a) Tuberculin skin test within the past 12 months or documentation of a previous positive reactor

3. **Trainings:** Students shall complete the following trainings prior to beginning the Clinical Education Program at FIELDWORK FACILITY. All trainings must have been completed within 12 months of the clinical education start date at FIELDWORK FACILITY.

- a) Ethical concepts and decision making
- b) Universal safety precautions/bloodborne pathogens
- c) Infection control strategies, including COVID-19
- d) Patient confidentiality and HIPAA
- e) FERPA
- f) Elder and child abuse and neglect reporting
- g) Culturally responsive practices

4. The student will adhere to the rules and regulations of both UNIVERSITY'S and CLINICAL FACILITY'S Department of Rehabilitation/Special Education. Students must follow the American Speech-Language-Hearing Association ("ASHA") SLPA Code of Conduct at all times.

5. Students shall be responsible for their own transportation to and from UNIVERSITY and FIELDWORK FACILITY.
6. Students **shall not engage in any aspect of patient evaluation and/or treatment in the absence** of the FIELDWORK FACILITY supervisor.
7. Students may not have access to FIELDWORK FACILITY other than for Fieldwork Education Program instruction, unless permission has been obtained from appropriate FIELDWORK FACILITY personnel and FIELDWORK FACILITY supervision is present.
8. At all times while on FIELDWORK FACILITY site during practicum/internship, students must wear clothing or identification badges that clearly identify their status as students of the UNIVERSITY and not as agents or employees of the FIELDWORK FACILITY.
9. Students may not publish any material relating to the Fieldwork Education Program experience.

B. UNIVERSITY RESPONSIBILITIES

1. Inform students of the criteria listed above.
2. Assign only those students who have completed required coursework and clinical proficiency as needed to successfully serve clients at FIELDWORK FACILITY.
3. Provide classroom theory and academic/practical education to students prior to their clinical assignments at the FIELDWORK FACILITY and maintain general responsibility for didactic instruction, academic evaluation, and related academic matters concerning student participation in the Clinical Education Program.
4. Provide continuing oral and written communication with FIELDWORK FACILITY regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate FIELDWORK FACILITY'S staff.
5. Provide specific clinical objectives for student fieldwork practice experience and work with the FIELDWORK FACILITY staff to help implement those objectives.

C. FIELDWORK FACILITY RESPONSIBILITIES

1. Provide orientation of students to the FIELDWORK FACILITY (including but not limited to rules, regulations, policies, procedures, and practices).
2. Provide supervision of the UNIVERSITY'S students through a FIELDWORK FACILITY representative. For each student assigned by UNIVERSITY, ensure ASHA Certification of Clinical Competence and state licensure of SLP supervisor working at FIELDWORK FACILITY assigned to supervise said student. This information shall be provided to UNIVERSITY upon request to ensure UNIVERSITY's compliance with ASHA's accreditation standards of practice.

3. Provide clinical practice opportunities and training within the ASHA CCC-SLP scope of practice and applicable state licensure laws in accordance with accepted standards of clinical evidence-based practice in the student's area of study and as mutually agreed upon by the parties.
4. Provide continuing oral and written communication with UNIVERSITY regarding student performance and evaluation, absences and assignments of students, and other pertinent information including but not limited to formal/informal evaluation of students and students' clinical practice experience on an ongoing basis in conjunction with the appropriate CLINICAL FACILITY'S staff.
5. Provide the student with clerical/clinical supplies and materials necessary to meet standards of FIELDWORK FACILITY. Permit students access to parking and cafeteria to the extent necessary and available.
6. Notify UNIVERSITY immediately of any situation or problem that threatens a student's successful completion of the Program. Maintain the confidentiality of all student records produced by or furnished by UNIVERSITY, and disclose information only as UNIVERSITY may request for its own use, as the student may direct, or as required by law.

D. JOINT RESPONSIBILITIES

1. Both parties agree to maintain adequate liability insurance, general and professional. The university will cover its students and the Fieldwork site will cover its employees or contractors providing supervision to the students participating in the Fieldwork Education Program.
2. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions, or omissions, of itself or its own students, representatives, directors, and employees relating to or arising under this agreement.

E. TERM

1. The term of this Agreement shall be ongoing until from the date written herein until termination or revision by UNIVERSITY or FIELDWORK FACILITY.
2. Any party may terminate this agreement with or without cause at any time upon written notice to the other parties hereto specifying the date on which such termination is to be effective. Such date must be not less than thirty (30) days following the date on which such notice is given. Notice should be sent to the address listed hereunder. Notwithstanding termination, all students currently participating in clinical education at the FIELDWORK FACILITY at the time of notice of termination will be given the opportunity to complete the Clinical Education Program for the term agreed upon in the Agreement to Supervise signed prior to the student clinical placement (unless the student is dismissed from placement with cause as specified below).
3. FIELDWORK FACILITY retains the right to dismiss a student and terminate the student's access to FIELDWORK FACILITY if the student's performance or health is so unsatisfactory as to result in possible danger to the student or patients. Other dismissals or terminations shall be by mutual agreement of FIELDWORK FACILITY and UNIVERSITY.

F. MISCELLANEOUS

1. All parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health other than as permitted by the HIPAA Requirements and the terms of this Agreement.
2. This Agreement is not intended to create any third-party beneficiary rights.
3. UNIVERSITY and FIELDWORK site will not discriminate based on age, citizenship, disability, ethnicity, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, and veteran status. Both institutions will comply with all applicable laws, regulation and executive orders, and we will not discriminate based on any category prohibited by applicable law.
4. Both assigned students and FIELDWORK FACILITY employees/contractors are required to report suspicion of a crime against any individual who is a resident of, or is receiving care from, the FIELDWORK FACILITY to the appropriate authorities. This may include law enforcement agencies as necessary.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid until the same is submitted in writing and signed by all the parties hereto. No waiver of any provisions of this Agreement shall be valid unless submitted in writing and signed by the authorized representative of the UNIVERSITY and FIELDWORK FACILITY. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
6. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval. No party shall use for its benefit or the benefit of its affiliates any information provided by the other party which is commonly considered to be proprietary.
7. FIELDWORK FACILITY may require students and faculty to sign confidentiality/proprietary information agreements to protect patient information and all rehabilitative, operational or marketing information considered proprietary by FIELDWORK FACILITY.
8. The parties agree they are independent contractors. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties, and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other.

Signatures on next page.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement of the day and year first written above.

For UNIVERSITY:

Signature

Date

Dr. Suzanne H. Swift
CDIS Program Director
Eastern New Mexico University, Station #3
1500 S Ave K
Portales, NM 88130
575.562.2156; fax 575.562.2380
Suzanne.Swift@enmu.edu

For FIELDWORK FACILITY:

Signature

Date

Name in Print

Title

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

Chino Valley Unified School District
Our Motto:
Student Achievement • Safe Schools • Positive School Climate
Humility • Civility • Service

DATE: October 20, 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: EMERGENCY OPERATIONS PLAN

=====

BACKGROUND

The Chino Valley Unified School District is committed to the safety and security of students, faculty, staff, and visitors on its campus. To support that commitment, the Board of Education has asked for a thorough review of the District's emergency protection, mitigation, prevention, preparedness, response, and recovery procedures relevant to natural, technological, and human-caused disasters.

The District's Emergency Operations Plan (EOP) establishes an Emergency Management Organization. It assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach. It authorizes school district personnel to perform their duties and tasks before, during, and after an emergency.

This plan was developed for schools, staff, and all District personnel with emergency services responsibilities within the District. The content is based upon guidance approved and provided by the Federal Emergency Management Agency standard on EOP organization for schools and the California Office of Emergency Services. It intends to provide direction on responding to an emergency from the onset, through an extended response, and into the recovery process.

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

RECOMMENDATION

It is recommended the Board of Education approve the Emergency Operations Plan.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

EMERGENCY OPERATIONS PLAN

PREPARED BY

EMERGENCY MANAGEMENT SAFETY PARTNERS



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LETTER OF PROMULGATION

To: Employees, Parents, Students, and Community Members of Chino Valley Unified School District

The Chino Valley Unified School District is committed to the safety and security of students, faculty, staff, and visitors on its campus. To support that commitment, the School Board has asked for a thorough review of the district's emergency protection, mitigation, prevention, preparedness, response, and recovery procedures relevant to natural, technological, and human-caused disasters.

The School District's Emergency Operations Plan establishes an Emergency Management Organization. It assigns functions and tasks consistent with California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach. It authorizes school district personnel to perform their duties and tasks before, during, and after an emergency.

This plan was developed for schools, staff, and all school district personnel with emergency services responsibilities within the school district. The content is based upon guidance approved and provided by the Federal Emergency Management Agency standard on EOP organization for schools and the California Office of Emergency Services. It intends to provide direction on responding to an emergency from the onset, through an extended response, and into the recovery process.

This EOP will be submitted to the School Board for review and, upon their concurrence, officially adopted and promulgated.

This promulgation shall be effective upon its signing and shall remain in effect until amended or rescinded by further promulgation. The promulgation of this EOP further affirms the school district's support for emergency management and a safe and resilient school community.

SCHOOL BOARD

DATE

SUPERINTENDENT

DATE

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APPROVAL AND IMPLEMENTATION***Emergency Operations Plan***

This emergency operations plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

SUPERINTENDENT

DATE

SCHOOL BOARD MEMBER

DATE

SCHOOL BOARD MEMBER

DATE

SCHOOL BOARD MEMBER

DATE

SCHOOL BOARD MEMBER

DATE

SCHOOL BOARD MEMBER

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SCHOOL BOARD MEMBER

DATE

SCHOOL BOARD MEMBER

DATE

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RECORD OF CHANGES

Change #	Date of Change	Change Entered By	Date Entered

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STATE AUTHORITIES

School administrators have the responsibility to ensure the safety of their students and staff in an emergency, whether it's an earthquake, a flood, or a terrorism incident. Developing emergency plans and training staff in emergency response procedures are required by law. The Katz Act [Sections 35295-35297 of the *California Education Code*] requires that schools plan for earthquakes and other emergencies.

The Petris Bill [Section 8607 of the *California Government Code*] requires that school districts be prepared to respond to emergencies using the Standardized Emergency Management System (SEMS). This necessitates that the principles of SEMS be incorporated in plans, that all school personnel are trained in how the system works, and that schools have drills and exercises to practice using the system.

APPROVAL AND IMPLEMENTATION

The School Districts Emergency Operations Emergency operations plan addresses the School Districts' planned response to extraordinary emergencies associated with natural or man-made disasters under an all-hazards approach. This plan does not apply to daily emergency incidents, or the established departmental procedures used to cope with such emergencies. Instead, this plan focuses on operational concepts implemented in large-scale disasters, which can pose significant threats to life, property, and the environment, requiring unusual emergency responses.

This plan accomplishes the following:

- Establishes the Emergency Management Organization required to mitigate any significant emergency or disaster affecting the School District.
- Identifies the roles and responsibilities required to protect the health and safety of the School Districts employees and students, public and private property, and the environment due to natural or human-caused emergencies/disasters.
- Establishes the operational concepts associated with a field response to emergencies, the School Districts Emergency Operation Center (EOC) activities, and the recovery process.

Upon concurrence of the School Board, the plan will be officially adopted and promulgated. The approval date will be included on the title page. As necessary, the plan will be distributed to school district departments, supporting agencies, and community organizations assigned primary responsibilities with the Emergency Operations Plan.

Upon the delegation of authority from the Superintendent, specific modifications can be made to this plan without the signature of the School Board. This Emergency Operations Plan and its attachments supersede all previous School Districts Emergency Operations Plan versions.

PLAN CONCURRENCE

The following list of signatures documents each School Board Member's concurrence and receipt of the 2022 Chino Valley Unified School Districts Emergency Operations Plan.

Board Member	_____	Date _____
Board Member	_____	Date _____
Board Member	_____	Date _____
Board Member	_____	Date _____
Board Member	_____	Date _____
Board Member	_____	Date _____
Board Member	_____	Date _____

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1. INTRODUCTION

1.1. PURPOSE OF THE PLAN

The purpose of the Chino Valley Unified School District (CVUSD) Emergency Operations Plan (EOP) is to provide the planning foundation for a coordinated response to extraordinary emergencies associated with natural and human-caused emergencies or disasters affecting Chino Valley Unified School District. Developing, maintaining, and exercising the plan empowers employees to act quickly and knowledgeably. The plan educates staff, faculty, students, and other key stakeholders on their roles and responsibilities before, during, and after an incident. This plan assures parents and other community members that Chino Valley Unified School District has established guidelines and procedures to respond effectively to incidents/hazards.

This plan is the principal guide for the school district's response to, management of, and recovery from actual or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Outline the methods and procedures used by emergency management personnel to assess emergencies and take appropriate actions to save lives, reduce injuries, prevent, or minimize damage to public and private property, and protect the environment.
- Identify the components of an Emergency Management Organization and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Develop a whole community approach to emergency management to facilitate a response that includes the entire community.
- Identify the organizational framework for the overall management and coordination of emergency operations by implementing the National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS).
- Identify the responsibilities of local, state, and federal agencies in the event of an emergency or disaster affecting the school district.
- Define the operational concepts and procedures associated with the EOC interface with the field emergency responders.
- Facilitating mutual aid to supplement local resources.
- Facilitating multi-agency and multi-jurisdictional coordination, particularly between local government, the private sector, operational area (OA), state response levels, and appropriate federal agencies in emergency operations.
- Support the provision of public information throughout the emergency, including information on personal protective actions their key stakeholders can take.
- Serve as an operational plan and a reference document that may be used for pre-emergency planning in addition to emergency operations.
- To be used in coordination with applicable local, state, and federal contingency plans.

Developing, maintaining, and exercising the District's EOP increases legal protection. Schools without an established emergency operations plan may be liable for their absence. While no set of policies rules out the potential for legal problems, establishing procedures and guidelines on the best professional practices provides a margin of protection against liability.

This plan is divided into two parts containing general and specific information about the school district's emergency management operations. Those parts are as follows:

Basic Plan- This part provides the structure and organization of the cities emergency management structure identifies roles and responsibilities, describes the concept of emergency operations, and identifies how the school district implements SEMS and NIMS, as established by federal and state emergency management entities. It has been developed to help Chino Valley Unified School District protect its staff and students during an emergency. This plan takes an all-hazard approach to emergency management and plans for prevention, protection, mitigation, response, and recovery.

EOC Management and Plan Implementation- This part introduces EOC operations, processes, considerations, sections, and positions and provides supporting documentation such as job aids and forms to support an EOC operations activation.

The mission of Chino Valley Unified School District in an emergency/disaster is to:

- Prevent emergencies and disasters
- Protect lives and property
- Mitigate the effects of a disaster
- Respond to emergencies promptly and appropriately.
- Aid in recovery from disasters

1.2. SCOPE OF THE PLAN

The school EOP provides guidelines and procedures for dealing with current and potential school incidents. The basic plan and the functional and hazard-specific annexes outline an organized, systematic method to mitigate, prevent, prepare for, respond to, and recover from incidents. The plan discusses staff expectations, roles and responsibilities, direction and control systems, internal and external communications, training and sustainability, authority and references defined by local, state, and federal government mandates, standard and specialized procedures, and specific hazard vulnerabilities and responses/recovery.

This plan guides how the Chino Valley Unified School District will collaborate with federal, regional, and local first responders in compliance with the Standardized Emergency Management System (SEMS) and the National Incident Management

System (NIMS). This plan has been designed to ensure the Chino Valley Unified School District has fully incorporated SEMS-compliant policies and procedures into its daily and event management processes.

1.2.1. Coordinating with Emergency First Responders

Various agencies and services are involved in responding to school incidents, including emergency responders from law enforcement, fire, emergency management, mental health, and other community organizations. Our School EOP includes planning with various federal, state, and local agencies and community service providers to aid in timely communication and response to an incident. Our school planning may include written agreements to help coordinate services between the agencies and the school. If mutual aid agreements are created, a copy will be maintained with other necessary documents related to this school's emergency operations plan. Planning should specify the communication and services one agency provides to another. Following state law, our plan has been shared with our first response agencies, fire, police, and emergency medical services. A list of all agencies who received this plan will be made available upon request.

1.2.2. Situation Overview

Chino Valley Unified School District is exposed to many hazards, which can disrupt the school community, causing casualties and damaging and destroying public or private property. A summary of risks is provided in Table 1, based on the Local Jurisdictional Hazard Mitigation Plan (LHMP).

1.2.3. Enrollment and Employment Figures

The District Office is located at 5130 Riverside Dr. Chino 91710-4130. The district's current enrollment is approximately 26,516 students. The district occupies the following school buildings and locations. This is listed below in Table 1:

TABLE 1: School Site Locations

School	County	District	City	Address
Alicia Cortez Elementary	San Bernardino	Chino Valley Unified	Chino	12750 Carissa Ave.
Allegiance STEAM Academy - Thrive	San Bernardino	Chino Valley Unified	Chino	5862 C St.
Anna A. Borba Fundamental Elementary	San Bernardino	Chino Valley Unified	Chino	4980 Riverside Dr.
Boys Republic High	San Bernardino	Chino Valley Unified	Chino Hills	3493 Grand Ave.
Buena Vista Continuation High	San Bernardino	Chino Valley Unified	Chino	13509 Ramona Ave.
Butterfield Ranch Elementary	San Bernardino	Chino Valley Unified	Chino Hills	6350 Mystic Canyon Dr.
Cal Aero Preserve Academy	San Bernardino	Chino Valley Unified	Chino	15850 Main St.
Canyon Hills Junior High	San Bernardino	Chino Valley Unified	Chino Hills	2500 Madrugada Dr.
Chaparral Elementary	San Bernardino	Chino Valley Unified	Chino Hills	4849 Bird Farm Rd.
Chino High	San Bernardino	Chino Valley Unified	Chino	5472 Park Pl.
Chino Hills High	San Bernardino	Chino Valley Unified	Chino Hills	16150 Pomona Rincon Rd.
Chino Valley Adult	San Bernardino	Chino Valley Unified	Chino	12970 Third St.
Chino Valley Learning Academy	San Bernardino	Chino Valley Unified	Chino Hills	15650 Pipeline Ave.
Country Springs Elementary	San Bernardino	Chino Valley Unified	Chino Hills	14145 Village Center Dr.
Dickson Elementary	San Bernardino	Chino Valley Unified	Chino	3930 Pamela Dr.
Don Antonio Lugo High	San Bernardino	Chino Valley Unified	Chino	13400 Pipeline Ave.
E. J. Marshall Elementary	San Bernardino	Chino Valley Unified	Chino	12045 Telephone Ave.
Eagle Canyon Elementary	San Bernardino	Chino Valley Unified	Chino Hills	13435 Eagle Canyon Dr.
Edwin Rhodes Elementary	San Bernardino	Chino Valley Unified	Chino	6655 Schaefer Ave.
Gerald F. Litel Elementary	San Bernardino	Chino Valley Unified	Chino Hills	3425 Eucalyptus Ave.
School	County	District	City	Address
Glenmeade Elementary	San Bernardino	Chino Valley Unified	Chino Hills	15000 Whirlaway Ln.
Hidden Trails Elementary	San Bernardino	Chino Valley Unified	Chino Hills	2250 Ridgeview Dr.
Howard Cattle Elementary	San Bernardino	Chino Valley Unified	Chino	13590 Cypress Ave.
Levi H. Dickey Elementary	San Bernardino	Chino Valley Unified	Ontario	2840 Parco Ave.
Liberty Elementary	San Bernardino	Chino Valley Unified	Ontario	2730 South Bon View Ave.
Lyle S. Briggs Fundamental	San Bernardino	Chino Valley Unified	Chino	11880 Roswell Ave.
Magnolia Junior High	San Bernardino	Chino Valley Unified	Chino	13150 Mountain Ave.
Michael G. Wickman Elementary	San Bernardino	Chino Valley Unified	Chino Hills	16250 Pinehurst Dr.
Newman Elementary	San Bernardino	Chino Valley Unified	Chino	4150 Walnut Ave.
Oak Ridge Elementary	San Bernardino	Chino Valley Unified	Chino Hills	15452 Valle Vista Dr.
Ramona Junior High	San Bernardino	Chino Valley Unified	Chino	4575 Walnut Ave.
Robert O. Townsend Junior High	San Bernardino	Chino Valley Unified	Chino Hills	15359 Ilex Dr.
Rolling Ridge Elementary	San Bernardino	Chino Valley Unified	Chino Hills	13677 Calle San Marcos
Ruben S. Ayala High	San Bernardino	Chino Valley Unified	Chino Hills	14255 Peyton Ave.
Walnut Avenue Elementary	San Bernardino	Chino Valley Unified	Chino	5550 Walnut Ave.
Woodcrest Junior High	San Bernardino	Chino Valley Unified	Ontario	2725 South Campus Ave.

Chino Valley Unified School District is committed to safely evacuating and transporting students and staff with functional needs. The functional needs population includes, but is not limited to, students/staff with:

- Limited English proficiency
- Blindness or visual disabilities
- Cognitive or emotional disabilities
- Deafness or hearing loss
- Mobility/physical disabilities (permanent and temporary)
- Medically fragile health (including asthma and severe allergies)

The district's current enrollment of students with access and functional needs is approximately 3,489; however, this number may fluctuate. Students and staff may require additional assistance if they are temporarily on crutches, wearing casts, etc.

Classrooms containing students and staff that require additional assistance during an incident will be noted by an asterisk next to the room number during the applicable class period(s) on the master schedule. The list of students and staff names with functional needs and their schedules is available in both hard and electronic copies in each school building's main office. A list of staff members trained and assigned to assist the population with functional needs during drills, exercises, and incidents is also available in hard copy and electronic copy in each school building's main office. The superintendent and facilities manager will also have hard and electronic copies in each office.

1.2.4. Hazard Analysis Prioritization and Summary

Chino Valley Unified School District is exposed to many hazards that can impact the school community, causing casualties and can damage or destroy public or private property. Once the Hazard Assessment Matrix is developed, the hazards are then given a priority ranking. In the Hazard Assessment Matrix below, the "Red" boxes represent the highest priority hazards, the "Yellow" boxes represent middle priority, and the "Green" boxes represent lower priority. The Hazard Assessment Matrix shows that the three hazards considered the greatest threat to the region are earthquakes, floods, and high winds. The Hazard Profile section outlines these hazards in-depth, reviews the exposure of assets to these hazards, and estimates losses or assesses risk for significant events associated with these hazards.

1.2.5. Hazard and Assessment

The region's top three hazards (as required by FEMA HMP Guidelines) are in the red section of Table 2. Utilizing the LHMPs from the surrounding jurisdictions, the hazard analysis is listed below:

Table 2: Surround Jurisdictions Local Hazard Analysis

		IMPACT		
		High	Medium	Low
PROBABILITY	High	<ul style="list-style-type: none"> • Earthquake • Flood • High Winds 	<ul style="list-style-type: none"> • Water Shortage • Wildfire • Extreme Heat • Severe Storm • Hazardous Materials • Fire 	
	Medium	<ul style="list-style-type: none"> • Transportation • Communications 	<ul style="list-style-type: none"> • Power Outage • Infestation • Lightning 	<ul style="list-style-type: none"> • Extreme Cold • Hail
	Low	<ul style="list-style-type: none"> • Dam Inundation • Terrorism • Pandemic • Nuclear 	<ul style="list-style-type: none"> • Civil Disturbance • Cyber Attack • Radiological • Explosion 	<ul style="list-style-type: none"> • Tornado

1.2.6. Chino Valley High Priority Hazards

- **Earthquakes:**

Earthquakes are a significant concern to all school sites in CVUSD. The area around CVUSD is seismically active since it is situated on the boundary between two tectonic plates. Earthquakes can cause severe structural damage to buildings, overlying aqueducts, transportation facilities, and utilities and can lead to loss of life. Also, earthquakes can cause collateral emergencies, including dam and levee failures, fires, and landslides. Seismic shaking is the single greatest cause of damage from an earthquake in the surrounding region, followed by liquefaction.

Liquefaction occurs when loosely packed sandy or silty materials saturated with water are shaken hard enough to lose strength and stiffness. Liquefied soils behave like a liquid and are responsible for tremendous damage in an earthquake. For example, it can cause buildings to collapse, pipes to leak, and roads to buckle.

- **Wildfire:**

- CVUSD has some school sites close to the Local Responsibility Area. While a wildfire may not directly impact the school sites, it could be affected by smoke and evacuation orders. This could impact students and staff that may live in the areas affected.

- **Flood:**

Floods are the second most widespread of all-natural disasters faced by the

region and cities surrounding CVUSD. Most United States communities have experienced some flooding during or after spring rains, heavy thunderstorms, winter snow thaws, or summer thunderstorms.

- i. Most of the flood risk in the region is expressly subject to inundation due to heavy rainfall and resulting urban street flooding. Many agencies use the extent of flooding associated with a 1-percent annual probability of occurrence (the base flood or 100-year flood) as the regulatory boundary. It helps identify the location and extent of flooding in regional areas.
- **Hazardous Materials:**
 - i. Hazardous materials are used for various purposes and are regularly transported through many areas in and around CVUSD school sites. Chemicals stored within $\frac{1}{4}$ of a mile of a school site are included in their Comprehensive Safe School Plan and are on file at the district office.
- **Loss or Failure of Utilities:**
 - i. The procedure addresses situations involving loss of water, power, or other utility on school grounds. It should also be used in gas leaks, exposed electrical lines, or break-in sewer lines.
- **Evacuation:**
 - i. There are situations where a partial or full evacuation may be necessary to prevent injuries and protect life.
- ii. A comprehensive list of potential natural, technological, and man-made threats, including initial response actions, are listed in the EOP Part 2 Plan.

PLANNING ASSUMPTIONS AND LIMITATIONS

1.2.7. Planning Assumptions

- The school community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, lesser threats, and others that may develop in the future.
- A major disaster could occur at any time and any place. In many cases, dissemination of warnings to the public and implementation of increased readiness measures may be possible; however, some emergencies may occur with little or no warning.
- A single site incident (e.g., fire, gas main breakage) could occur at any time without warning; the employees at the school affected cannot and should not wait for direction from local emergency response agencies. Action is required immediately to save lives and protect school property.
- Following a significant catastrophic incident, the school may have to rely on its resources to be self-sufficient for up to 72 hours.
- There may be many injuries of varying degrees of seriousness to faculty, staff,

and students. Rapid and appropriate responses will reduce the number and severity of injuries.

- Outside assistance from local fire, law enforcement, and emergency management will be limited and available as resources permit. Since it takes time to request and dispatch external aid, the school must be prepared to conduct the initial incident response until responders arrive at the site.
- Proper prevention and mitigation actions such as creating a positive school environment, developing comprehensive safe school plans, and conducting fire and safety inspections can prevent or reduce incident-related losses.
- Maintaining the School District EOP and providing frequent opportunities for stakeholders (staff, students, parents, emergency responders, and external partners) to participate in training and conduct periodic emergency drills and exercises can improve the district's readiness to respond to incidents.
- Per the California Code of Regulations Title 24, Part 9, school buildings will be made available to municipal, county, and state officials for emergency planning, exercise purposes, and primary service as mass-care facilities in a community emergency evacuation.
- According to the guidelines provided by FEMA, the school district has developed this plan using the guidance document "*Developing and Maintaining Emergency Operations Plans: Comprehensive Preparedness Guide (CPG) 101.*"
- The school district has developed this plan consistent with the Readiness and Emergency Management for Schools (REMS) Technical Assistance Center: "*Guide for Developing High-Quality Emergency Operations Plans for K-12 Schools.*"
- The Chino Valley Unified School District emergency operations plan will follow the National Incident Management System (NIMS) guidelines.

1.2.8. Planning Limitations

The Chino Valley Unified School District will respond to the incident to the best of its ability. As personnel and resources may be overwhelmed, Chino Valley Unified School District can only endeavor to make every reasonable effort to manage the situation with the help and information available.

2. CONCEPT OF OPERATIONS

2.1. OBJECTIVES

The Chino Valley Unified School District (CVUSD) emergency operations plan aims to protect the lives and well-being of its students and staff through the prompt and timely response of trained school personnel should an emergency affect any school within the district. To meet those objectives, the Chino Valley Unified School District shall establish and maintain a comprehensive emergency operations program that includes plans and procedures, security audits, training and exercise, state compliance, comprehensive safe school plans, and plan review and maintenance.

During a major emergency response, the school district will coordinate with numerous governmental, non-governmental, and private organizations. The school district follows a specific response structure that designates how local, county and state-level entities coordinate and communicate during emergency response operations to enable a multi-faceted operation.

This Concept of Operations guides school district decision-makers and plan users regarding the sequence and scope of actions to be taken during a school district emergency response.

The school district practices can be summarized in six key elements: (1) goals, priorities, and strategies; (2) plan activation; (3) proclaiming an emergency; (4) presidential declarations; (5) emergency management response levels; and (6) the sequence of events during disasters.

2.2. OPERATIONAL GOALS

During the response phase, the agencies charged with responsibilities in this plan should focus on the following five goals:

- Mitigate hazards
- Meet basic human needs
- Address the needs of people with Access and Functional Needs (AFN)
- Restore essential services
- Support school district reconstitution and recovery operations

It is the responsibility of CVUSD officials to protect students and staff from the effects of hazardous events. This involves identifying and mitigating hazards, preparing for, responding to, and managing the recovery from emergencies that affect the school district. The CVUSD officials' responsibility is to provide in-service emergency response education for all school and office personnel.

The school principal's responsibility is to conduct drills and exercises to prepare school personnel and students for an emergency. To achieve the necessary objectives, an emergency management program has been organized that is integrated (employs the district, school, local emergency responders, organized volunteer groups, and businesses) and comprehensive (addressing mitigation/prevention, preparedness, response, and recovery). This plan is one element of the preparedness activities.

This plan is based on a multi-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency and is not a collection of plans for specific types of incidents. For example, the communications annex can be used to determine roles and responsibilities and outline processes for notifications and alerts that can be used in any emergency, whatever the cause. The Incident Command System (ICS) will manage all emergencies within the district. We encourage using ICS to perform non-emergency tasks to promote familiarity with the system. All district and school site personnel will be trained in ICS.

Each school site will conduct at least one disaster response or emergency preparedness drill annually as required by law. In this plan, personnel tasks are expected to develop and keep current standard operating procedures (SOP) that describe how emergency tasks will be performed. The Chino Valley Unified School District is charged with ensuring that training and equipment necessary for an appropriate response are in place.

This plan is based upon the concept that the Chino Valley Unified School District must perform the emergency functions that generally parallel some of their normal day-to-day operations. The same personnel and material resources used for daily activities will be employed during emergencies to the extent possible. Personnel and equipment resources are limited; some routine functions that do not contribute directly to the emergency may be suspended for the emergency duration. The personnel, equipment, and supplies typically required for those functions will be redirected to accomplish emergency tasks.

2.3. OPERATIONAL PRIORITIES

Initial Response:

1. The Chino Valley Unified School District personnel are likely to be first on the scene of an emergency at the school. The district will take charge and remain in control of the incident until it is resolved or delegates the authority to assume responsibility through the transfer of command or forming unified command. They will seek guidance and direction from local officials and technical assistance from state and federal agencies and industry experts where appropriate.
2. The superintendent/principal or designee will be responsible for activating CVUSD EOP and the initial response:
 - **Evacuation:** Requires all staff and students to leave the building. Evacuations can be highly effective if they can be completed before the arrival of the hazard.
 - **Reverse Evacuation:** Requires all students and staff to go to safe places in the building from outside the building.

- **Lockdown:** All exterior doors and classrooms are locked, and students and staff stay in their classrooms.
- **Shelter-in-Place:** Students and staff are held in the building, windows and doors are sealed, and all ventilation systems are shut off. Limited movement is allowed. Shelter-in-place is the most effective during emergencies involving hazardous materials which produce toxic vapors outside the facility.
- **Drop, Cover, and Hold:** Students and staff drop low under furniture, cover their eyes, and protect internal organs.

2.4. OPERATIONAL STRATEGIES

To meet the operational goals, school district personnel should consider the following strategies:

1. **Mitigate hazards:** As soon as practical, suppress, reduce, or eliminate hazards and/or risks to persons, property, and the environment during the disaster response to lessen the actual or potential effects or consequences of future emergencies.
2. **Meet basic human needs:** All possible efforts must be made to supply resources to meet basic human needs, including food, water, accessible shelter, medical treatment, and security during an emergency.
3. **Address needs of individuals with disabilities or access and functional needs:** People with access and functional requirements are more vulnerable to harm during and after an emergency. The needs of these individuals must be considered and addressed.
4. **Restore essential services:** Power, water, sanitation, accessible transportation, and other essential services must be restored as quickly as possible to assist in returning to normal daily activities.
5. **Support Community and Economic Recovery:** A whole community approach is necessary to ensure recovery operations are conducted efficiently, effectively, and equitably, promoting expeditious recovery of the affected areas. Schools are an operational priority for the community.

2.5. STANDING PRIORITIES

Standing priorities provide a framework for the Emergency Operations Center (EOC) during the initial phase of the activation until the first objectives meeting is held. Below are the standing priorities the EOC will utilize:

1. **Situational Awareness/Analysis**
 - Incident Information
 - Information Analysis
 - Current Incident Status
 - Incident Potential Information (12-, 24-, 48-, and 72-hour projections)
 - Intelligence and Investigation

- Public Information
- Current or Potential
- 2. **Determine Priority of Incident(s)**
 - Life Safety
 - Property Threats
 - High Damage Potential
 - Incident Complexity
 - Environmental Impact
 - Economic Impact
- 3. **Acquire/Allocate Critical Resources**
 - Critical resources are acquired internally first.
 - As incidents expand, resources are acquired externally.
- 4. **Crisis Information Management (what is happening, government actions being taken, public actions requested)**
 - Consolidating and packaging incident information.
 - Internal dissemination of information.
 - External dissemination of information.
 - Monitor media reporting for accuracy.
- 5. **Develop/Advise/Support Policy-Level Decisions**
 - Coordinate, support, and assist with policy-level decisions.
 - Coordinate with Elected/Appointed Officials. Keep elected officials informed.
 - Ensure elected officials clearly understand their role.
 - Ensure a connection between the EOC and constituents.
- 6. **Coordination with County, State, Federal, Private and Non-Governmental Components**
 - Communications between system components/disciplines.
 - Communications with partners (Private, Governmental, NGO).

2.6. PLAN ACTIVATION

The School Districts Emergency Operations Plan may be activated by the Superintendent or designated alternates under any of the following circumstances:

1. By order of the Superintendent as designated by the school district's policy or as needed on the authority of the Superintendent or designee based on incident complexity.
2. Upon proclamation by the Governor that a State of Emergency exists.
3. Automatically on the proclamation of a State of War Emergency.
4. Upon the declaration by the President of the existence of a National Emergency.
5. Automatically, on receipt of an attack warning or actual attack on the United States or upon the occurrence of a catastrophic disaster that requires an immediate government response.

2.7. PROCLAIMING AN EMERGENCY

The California Emergency Services Act provides for three types of emergency proclamations in California: (1) Local Emergency, (2) State of Emergency, and (3) State of War Emergency.

Emergency proclamations expand the emergency powers and authorities of the State and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdiction and local government, they are not a prerequisite to providing mutual aid and assistance under existing agreements or requesting assistance from agencies such as the American Red Cross, San Bernardino County, or the State of California.

Local Emergency Proclamations:

In the case of the existence or threatened existence of an emergency that threatens the people, property, or environment of the school district, and the condition is beyond the capability of the school district to control effectively, the Superintendent can proclaim a local emergency. A local emergency may be proclaimed to exist due to a specific situation, such as an earthquake, flood, fire, storm, pandemic, drought, sudden and severe energy shortage, or other conditions.

If assistance is requested through California Disaster Assistance Act (CDAA), a local emergency may be recommended by the Superintendent as specified by the local municipal code and school district policy and issued within 10-days after the actual occurrence of a disaster.

The School Board must ratify a Local Emergency Proclamation within seven days. The governing body must review the need to continue the proclamation at least every 30 days until the local emergency is terminated. The local emergency must be terminated by resolution as soon as conditions warrant.

The Proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor proclaim the State of Emergency, if necessary.
- Promulgate or suspend orders and regulations necessary to protect life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.

- Requisition of necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful order.
- Conduct emergency operations without incurring legal liability for performance or failure of performance (Article 17 of the Emergency Services Act provides certain privileges and immunities).

When the School District proclaims a local emergency, it will:

- Notify the County Office of Emergency Management
- Notify the City of Chino
- Notify the City of Chino Hills
- Notify the City of Ontario

Proclamation of a State Emergency:

The Governor proclaims a State of Emergency based on the formal request from the City Council and the recommendation of the California Office of Emergency Services. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency. The Governor:

- Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area.
- It is vested with the power to use and commandeer public, private, and personnel property, to ensure all resources within California are available and dedicated to the emergency when requested.
- Can direct all state agencies to utilize and employ personnel, equipment, and facilities for the performance of all activities designed to prevent or alleviate the actual and threatened damage due to the emergency and can direct them to provide supplemental services and equipment to political subdivisions to restore any service to provide for the health and safety of the residents of the affected area.
- May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statutes, ordinances, regulations, or rules that impose restrictions on the emergency response activities.

Proclamation of a State of War Emergency:

In addition to the State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States or upon receipt by California of a warning from the Federal Government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under the State of Emergency.

Presidential Declarations

When State capabilities are exceeded, the Governor can request federal assistance, including assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local government, specific private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential Emergency or Major Disaster Declarations.

Declaration of Emergency or Major Disaster

The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (41 USC §5121 et seq.), providing federal government resources to support the States' response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support response and recovery, federal agencies may also aid under other authorities or agreements that do not require a Presidential Declaration.

Notification Procedures

- In the event of an incident at any district facility, the information flow shall be from the school principal/designee to the district office. Information should include the nature of the incident and the impact on the facility's students and staff. The steps are as follows:
 1. **Step 1:** In an Emergency/Crisis, the Principal or Designee will notify the following:
 - a. Local law enforcement Authority
 - b. Parents or Guardians
 2. **Step 2:** If it is necessary to send anyone to a hospital by ambulance for a serious injury, send an identified staff member along to serve as a liaison.
 3. **Step 3:** If the emergency/crisis demands an evacuation or shelter in place, proceed to a predetermined site(s).
- If the district receives information, such as a weather warning that may affect a school within the district, the information shall be provided to the school principal and/or designee from the district. Specific guidelines are found in the Communications Annex of this plan.

2.8. EMERGENCY MANAGEMENT RESPONSE LEVELS/ ACTIVATION OF THE EOP

The School District Emergency Operations Plan will be activated when an emergency occurs or threatens to exceed capabilities to respond to and mitigate an incident(s) adequately. The scope of an emergency, rather than the type, will largely determine whether the Emergency Operations Plan and Emergency Operations Center will be activated and to what level.

The district EOC may also be activated whenever an event or pending event requires resources beyond those normally available.

For planning purposes, the California Office of Emergency Services has established three EOC activation levels to guide local response to emergencies Table 3 below:

Table 3: Emergency Operations Center Activation Levels

ACTIVATION LEVEL	DESCRIPTION
LEVEL 3	Level 3: Lowest Level <ul style="list-style-type: none"> Minimum only used when a few people are needed to manage the situation or monitor. <ul style="list-style-type: none"> Events such as potential impacts on the health and safety of students/staff and weather-related events.
LEVEL 2	Level 2: Partial Level <ul style="list-style-type: none"> Used for emergencies or planned events requiring more staff but not a full activation. <ul style="list-style-type: none"> Two or more incidents involving more than one school site. Large-scale power outage. Hazardous materials incidents with possible evacuations.
LEVEL 1	Level 1: Major Emergency (Full Activation) <ul style="list-style-type: none"> Complete activation, usually a major emergency requiring acute county or state assistance. The physical EOC needs to be opened and fully staffed.

2.9. TRAINING

- Chino Valley Unified School District understands the importance of training, drills, and exercise in the emergency management program. To ensure that district personnel and community first responders are aware of their duties and responsibilities under the EOP, the following training actions will occur:

- **All CVUSD Employees that are assigned a leadership role at a school site or have been identified to fill a role as part of the Incident Command Team must complete, at a minimum, the following FEMA-approved courses:**
 - IS-100- Introduction to the Incident Command System
 - IS-700- NIMS, An Introduction
 - **Training will be completed by June 2021.**
- **The following FEMA-approved courses are required for all key personnel to become NIMS compliant:**
 - IS-100: Introduction to the Incident Command System
 - IS-200: ICS for Single Resources and Initial Action Incidents
 - IS-700: NIMS, An Introduction
 - IS-800: National Response Framework, An Introduction
 - **The training timeline has not been determined.**
- **CVUSD Employees who are directly involved in the Emergency Operations Center (EOC), Incident Command Post (ICP), or the Joint Information Center (JIC) should take the following courses:**
 - IS-100: Introduction to the Incident Command System,
 - IS-200: ICS for Single Resources and Initial Action Incidents
 - IS-700: NIMS, An Introduction
 - IS-800: National Response Framework, An Introduction

AND

 - ICS-300: Intermediate Incident Command System
 - ICS-400: Advanced Incident Command System
- **Additional Recommended Training:**
 - G775: EOC Management and Operations
 - G191: ICS/EOC Interface
 - IS-701: Multi-Agency Coordination Systems
 - IS-702: Public Information Systems (JIC Staff)
 - IS-703: Resource Management

ORGANIZATION POSITION	REQUIRED TRAINING	ADDITIONAL RECOMMENDED TRAINING	METHOD OF DELIVERY			TIME
			Course	In-Person	Online	
An employee of CVUSD (serving in a leadership role or on the incident command team to include campus security, coordinators, APs, and above)	<ul style="list-style-type: none"> IS-100- Introduction to the Incident Command System, IS-700- NIMS, An Introduction 	<ul style="list-style-type: none"> IS-200: ICS for Single Resources and Initial Action Incidents IS-800: National Response Framework, An Introduction 	IS-100		X	2-3 hrs
			IS-200		X	2 hrs
			IS-700		X	2 hrs
			IS-800		X	2 hrs
			IS-100		X	2 hrs
Incident, Unified, Area Command Staff (Anyone filling roles in the Emergency Operations Center) <ul style="list-style-type: none"> Incident Commander Safety Officer Liaison Officer Public Information Officer Intelligence Officer (Deputies & Assistance) Operations, Planning, Logistics, Finance/Administration Section Chiefs 	<ul style="list-style-type: none"> IS-100: Introduction to the Incident Command System, IS-200: ICS for Single Resources and Initial Action Incidents IS-700: NIMS, An Introduction IS-800: National Response Framework, An Introduction ICS-300: Intermediate Incident Command System ICS-400: Advanced Incident Command System 	<ul style="list-style-type: none"> G775: EOC Management and Operations G191: ICS/EOC Interface IS-701: Multi-Agency Coordination Systems IS-702: Public Information Systems (JIC Staff) IS-703: Resource Management 	IS-200		X	2 hrs
			IS-700		X	2 hrs
			IS-800		X	2 hrs
			ICS-300	X		3-days
			ICS-400	X		2-days
			G775-EOC Management and Operations	X		2-days
			G191: ICS/EOC Interface	X		1-day

			IS-701: Multi-Agency Coordination Systems	X	2 hrs
			IS-702: Public Information Systems (JIC Staff)	X	2 hrs
			IS-703: Resource Management	X	2 hrs
			IS-100	X	2-3 hrs
			IS-200	X	2 hrs
			IS-700	X	2 hrs
			IS-701: Multi-Agency Coordination Systems	X	2hrs
			IS-702: Public Information Systems (JIC Staff)	X	2hrs
			IS-703: Resource Management	X	2hrs
School Site Leadership (Principals/Assistant Principals)	<ul style="list-style-type: none"> Single Resource Leaders Field Supervisors Other emergency management/response personnel 	<ul style="list-style-type: none"> IS-100: Introduction to the Incident Command System, IS-200: ICS for Single Resources and Initial Action Incidents IS-700: NIMS, An Introduction 			
School Site Incident Command System Personnel)	<ul style="list-style-type: none"> Unit Leaders Division/Group Supervisors Branch Directors Strike Team/Task Force Leaders 	<ul style="list-style-type: none"> IS-100: Introduction to the Incident Command System, IS-200: ICS for Single Resources and Initial Action Incidents IS-700: NIMS, An Introduction IS-800: National Response 	<ul style="list-style-type: none"> IS-701: Multi-Agency Coordination Systems IS-702: Public Information Systems (JIC Staff) IS-703: Resource Management 		

Policy Group/Senior Executive Staff, Appointed Officials, Elected Leaders (School Board)	<p>Framework, An Introduction</p> <ul style="list-style-type: none"> ICS-300: Intermediate Incident Command System 		<ul style="list-style-type: none"> G-402: ICS Overview for Executives and Senior Officials IS-800: National Response Framework, An Introduction IS-801-IS-814: Emergency Support Functions (as appropriate based on their responsibilities) 	ICS-300	X		3-days
				IS-100		X	2-3 hrs
				IS-200		X	2 hrs
				IS-700		X	2 hrs
				G-402	X		2 hrs
				IS-800		X	1-2 hrs
				IS-801-IS-814		X	1-2hrs/per course

2.10. IMPLEMENTATION OF THE INCIDENT COMMAND SYSTEM (ICS)

- The designated Incident Commander (IC) for CVUSD will implement the Incident Command System and serve as the IC until relieving someone more senior, or a more qualified individual is. The IC will establish an Incident Command Post (ICP), assess the situation with local officials, identify response resources required, and direct the on-scene responses from the ICP.
- For disaster situations, a specific incident scene may not exist in the initial response phase. The local Emergency Operations Center may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warnings to the school community. As a potential threat becomes more apparent and a specific impact site or sites are identified, an Incident Command Post may be established at the school, and direction and control of the response can be transitioned to the IC. This scenario would likely occur during a community-wide disaster.

2.11. SOURCE AND USE OF RESOURCES

- Chino Valley Unified School District will use its resources to respond to on-campus emergencies until emergency response personnel arrive. If additional resources are required, the following options exist:
 1. Maintain an inventory of organizational response assets, equipment, and supplies (disaster supplies)-this should be done at least annually as part of the Comprehensive Safe School Plan Site Assessments.
 2. Request assistance from volunteer groups such as the Red Cross.
 3. Request assistance from industry or individuals with the needed resources to assist with the emergency.
 4. Request additional assistance through the County of San Bernardino County Office of Emergency Services.
- Incident Command System
 1. Chino Valley Unified School District will employ ICS in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with its size and scope.
 2. The Incident Commander (at each school site, this would be the principal) is responsible for carrying out the ICS function of command- managing the incident. The four major management activities that form ICS are Operations, Planning, Logistics, and Finance/Administration. For small-scale incidents, the IC and one

or two individuals may perform all these functions. For larger incidents, several individuals from different local emergency response agencies may be assigned to separate staff sections charged with those functions.

3. In emergencies where other jurisdictions or the state or federal government provide significant response resources or technical assistance, it is generally desirable to transition from the standard ICS structure to a Unified Command structure. This arrangement ensures that all participating agencies develop objectives and strategies to deal with the emergency.
 4. This plan has been developed and reviewed with the support of our local first responders. In reviewing this plan, the local first responders concur and support our commitment to employ ICS standards and processes when responding to or training for future events.
- Incident Command System (ICS)/ Emergency Operations Center (EOC) Interface:
 - For community-wide disasters, the Municipals and County EOC may be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command (or school site command post) and the EOC. A general division of responsibilities is outlined below:
 - The Incident Command Post is generally responsible for field operations, including:
 - Isolating the scene.
 - Directing and controlling the on-scene response to the emergency and managing the emergency resources committed there.
 - They provide warnings and emergency instructions to district/school staff, students, and emergency responders in the incident area.
 - They determine and implement protective measures for the district/school staff, students, and emergency responders in the incident's immediate area.
 - They are implementing traffic control procedures in and around the incident.
 - Requesting additional resources from the EOC.
 - The EOC is generally responsible for the following:
 - Providing resource support for the incident command.
 - Issuing community-wide warnings.

- Issuing instructions and providing information to the public.
- Organizing and implementing a large-scale evacuation.
- Organizing and implementing sheltering for community evacuees.
- In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes, such as Area Command. In such situations, more than one incident command operation may be established. In this situation, allocating resources to specific field operations must be coordinated through the EOC.

2.12. ACTIVITIES BY PHASE OF EMERGENCY MANAGEMENT

The plan addresses emergency actions conducted during all five phases of the emergency mat. Most Prevention, Protection, and Mitigation activities generally occur before an incident. However, these three mission areas do have ongoing activities that can occur throughout an incident. Response activities occur during an incident, and recovery activities can begin during an incident and occur after the incident.

- **Prevention**

The Prevention mission area comprises the capabilities necessary to avoid, prevent, or stop a threatened or actual act of violence.

Prevention Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Intelligence and Information Sharing
- Interdiction and Disruption
- Screening, Search, and Detection
- Forensics and Attribution

- **Protection**

The Protection Framework houses the capabilities necessary to secure the homeland against terrorism and human-made or natural disasters.

Protection Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Access Control and Identity Verification
- Cybersecurity
- Intelligence and Information Sharing
- Interdiction and Disruption
- Physical Protective Measures
- Risk Management for Protection Programs and Activities

- Screening, Search, and Detection
- Supply Chain Integrity and Security

- **Mitigation**

Mitigation comprises the capabilities necessary to reduce the loss of life and property by lessening disasters' impact.

Mitigation Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Community Resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

- **Response**

The response comprises the capabilities necessary to save lives, protect property and the environment, and meet basic needs after an incident has occurred.

Response Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Infrastructure Systems
- Critical Transportation
- Environmental Response/Health & Safety
- Fatality Management Services
- Fire Management and Suppression
- Logistics and Supply Chain Management
- Mass Care Services
- Mass Search and Rescue Operations
- On-Scene Security, Protection, and Law enforcement
- Operational Communications
- Public Health, Healthcare, and Emergency Medical Services
- Situational Assessment

- **Recovery**

Recovery comprises the core capabilities necessary to assist communities affected by an incident to recover effectively. The recovery process includes assistance to students, families, and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums, buildings, and athletic facilities.

Recovery Core Capabilities:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Health and Social Services
- Housing
- Natural and Cultural Resources
- Infrastructure Systems

2.13. NIMS, SEMS, and ICS

Emergency management operations for the school district are organized under the guidelines established by NIMS, SEMS, and ICS. These emergency management structures and guidelines provide the foundation for all emergency operations, creating a flexible organizational structure that can be adjusted to meet the needs of any incident, regardless of the size, extent, or associated damage. Following the identified emergency management structures and guidelines, this plan serves as a local school district management plan.

The school district will manage its internal operations by implementing this plan as outlined and work to support county operations if necessary. Following these standardized systems, the school district EOC is organized into the following sections.

- Management Staff
- Operations Section
- Planning Section
- Logistics Section
- Finance Section

Detailed descriptions of the roles of each position in the EOC can be found in Part 2 of this plan.

2.14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The terrorist attacks of September 11, 2001 illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and domestic incident management. The President signed a series of Homeland Security Presidential Directives (HSPDs) to address this need to develop a common practice for preparedness and response. Two Policy Directives that are of particular importance to emergency planners:

- **HSPD-5, Management of Domestic Incidents:** Identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security to coordinate with other federal departments and/or agencies and state,

local, and tribal governments to establish a National Response Framework and a National Incident Management System.

- **PPD-8, National Preparedness:** Describes how federal departments and agencies prepare. It requires DHS to coordinate with other federal departments and agencies – and with state, local, and tribal governments to develop a National Preparedness Goal.

Together, the National Incident Management System, National Response Framework, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event; and how well it needs to be done. These efforts align federal, state, local, and tribal entities, the private sector, and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management, and emergency response.

The National Incident Management System (NIMS) is a set of principles that provides a systematic, proactive approach guiding government agencies, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to the environment. The system ensures that those involved in incident response/recovery understand their roles and can be useful.

As part of its NIMS implementation, the Chino Valley Unified School District participates in the local government's SEMS/NIMS preparedness program to remain NIMS compliant and believes it is essential to ensure that response/recovery services are delivered to schools promptly and effective manner. NIMS/SEMS compliance for school districts includes completing the following:

- Adopt the use of the Incident Command System (ICS). All staff and students who assume roles described in this plan will receive ICS-100 training.
- Complete NIMS awareness course IS-700 NIMS: An Introduction.
- Participate in the local government's NIMS preparedness program and incorporate the CVUSD into the cities serving schools within the CVUSD.
- All staff and students are expected to train and exercise their school's Comprehensive Safe School Plan. Each school site is charged with ensuring that the training and equipment necessary for an appropriate response/recovery operation are in place.

2.15. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

The Standardized Emergency Management System (SEMS) is a state-wide California system police officers, firefighters, and other disaster responders use in disaster events. The primary goal of SEMS is to aid in communication and response by providing a common management system and language.

As a result of the 1991 East Bay Hills Fire in Oakland, the legislature passed a law to improve the coordination of state and local emergency response in California. The statute directed the Governor's Office of Emergency Services (OES), in coordination with other state agencies and interested local emergency management agencies, to establish the Standardized Emergency Management System (SEMS) by regulation. State agencies and local governments are required to use SEMS to participate in disasters.

The basic framework of SEMS incorporates the use of the Incident Command System (ICS) (developed under the Fire Fighting Resources of California Organized for Potential Emergencies (FIREScope) Program, multi-agency or inter-agency coordination, the State's master mutual aid agreement, and mutual aid program, the operational area concept, and the Operational Area Satellite Information System (OASIS).

SEMS is designed to be flexible and adaptable to the varied emergencies that can occur in California and to meet the emergency management needs of all responders. By law, state agencies must use SEMS when responding to emergencies involving multiple jurisdictions or multiple agencies. Local governments are strongly encouraged to use SEMS and must use SEMS to be eligible for state funding of certain response-related personnel costs. While local governments are not required to take the State Approved Courses of Instruction on SEMS, they are required to maintain minimum training competencies in SEMS.

- **Standardized Emergency Management System Functions:** The Standardized Emergency Management System requires that every emergency response involving multiple agencies include the five functions identified in Figure 1: Standardized Emergency Management System Functions. These functions must be applied at each level of the Standardized Emergency Management System organization.

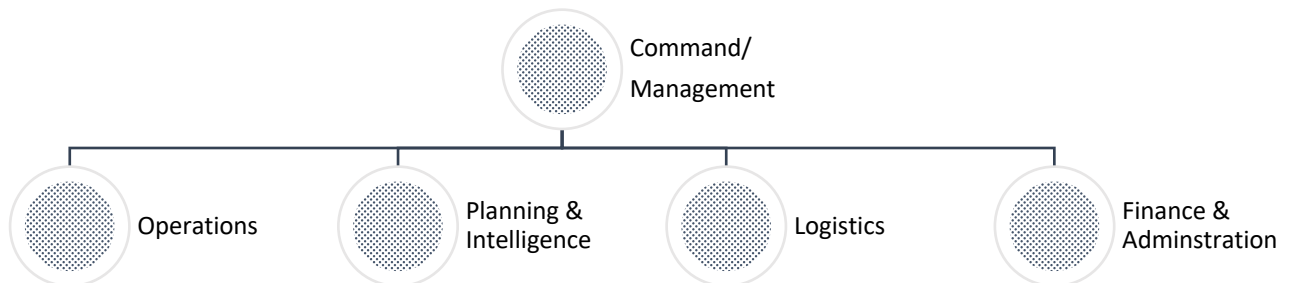


FIGURE 1: STANDARDIZED EMERGENCY MANAGEMENT SYSTEM FUNCTIONS

- **Command/Management:** Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the Standardized Emergency Management System Emergency Operations Center levels. Command and Management are further discussed below:
 - **Command:** A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System, the Incident Commander, with appropriate policy direction and authority from the responding agency, sets the objectives and approves the strategy and tactics to meet those objectives. The Incident Commander must respond to a higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization, up to the agency or department executive. When activated, this relationship provides an operational link with policy executives who customarily reside in the Department Operations Center of the Emergency Operations Center (EOC).
 - **Management:** The Emergency Operations Center is a central location where multiple agencies or organizations coordinate information collection and evaluation, priority setting, and resource management. Within the Emergency Operations Center, the Management function:
 - Facilitates multiagency coordination and executive decision-making in support of the incident response
 - Implements the policies established by the governing bodies
 - Facilitates the activities of the Multiagency Coordination Group

- **Operations:** Responsible for coordinating and supporting all jurisdictional operations supporting the response to the emergency through implementing the organizational level's Action Plans. At the Field Level, the Operational Section is responsible for the coordinated tactical response directly applicable to or in support of the objectives in accordance with the Incident Action Plan. In the Emergency Operations Center, the Operations Section Coordinator/Chief manages functional representatives who share information and decisions about discipline-specific operations.
- **Logistics:** Responsible for providing facilities, services, personnel, equipment, and materials to support the emergency. Unified ordering takes place through the Logistics Section to ensure controls and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical supplies, facilities, and ground support.
- **Planning/Intelligence:** Responsible for collecting, evaluating, and disseminating operational information related to the incident for preparing and documenting the Incident Action Plan at the Field Level or the Action Plan at an Emergency Operations Center. Planning/Intelligence also maintains information on the current and forecasted situation and the status of resources assigned to the emergency or the Emergency Operations Center. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems priorities, compile, and maintain documentation, conduct planning, manage technical specialists, and coordinate demobilization.
- **Finance/Administration:** Responsible for all the emergency financial and cost analysis and administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for Emergency Operations Center personnel time and hire equipment, coordinate procurement activities, process claims, and track costs.

The field and Emergency Operations Center functions are illustrated in **Table 3: Field and Emergency Operation Center Standardize Emergency Management Functions Comparison**.

SEMS Function	Field Level	EOCs
Command / Management	Command is responsible for directing, ordering, and/or controlling resources	Management is responsible for the facilitation of overall policy, coordination, and support of the incident
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the Emergency Center Action Plan
Planning & Intelligence	The collection, evaluation, documentation, and use of intelligence related to the incident	Collecting, evaluating, and disseminating information and maintaining documentation relative to all jurisdiction activities
Logistics	Providing facilities, services, personnel, equipment, and materials in support of the incident	Providing facilities, services, personnel, equipment, and materials in support of all jurisdictional activities as required
Finance & Administration	Financial and cost analysis and administrative aspects not handled by the other functions	Responsible for coordinating and supporting administrative and fiscal considerations surrounding an emergency incident

**TABLE 3: FIELD AND EMERGENCY OPERATION CENTER STANDARDIZE
EMERGENCY MANAGEMENT FUNCTIONS COMPARISON**

3. ORGANIZATION AND ASSIGNMENT RESPONSIBILITIES

3.1. ROLE OF STAFF IN THE EOC

For the school district, this basic plan establishes the operational organization relied on to respond to an emergency. Chino Valley Unified School District uses the Standardized Emergency Management System, The National Incident Management System, and the Incident Command System to be consistent with the National Response Framework concepts and coordinate with other response partners within San Bernardino County.

The following sections list the school district's organizational structure and departmental roles and responsibilities during an Emergency Operations Center activation.

3.2. ROLE OF THE ELECTED OFFICIAL AND SCHOOL BOARD MEMBERS

All disasters are locally driven events, and it is the board member's role to provide leadership and policy guidance to their school district before, during, and after a disaster. It is important for school board members to engage in ongoing preparedness efforts, which involve activities undertaken to prepare for disasters and emergencies and facilitate future response and recovery efforts. The following section detail some of the school board's roles and responsibilities during and following a disaster. Here are some examples of pre-disaster guidance on how the school board can participate in the planning process.

- Establish objectives and priorities for the emergency management program and provide general policy guidance on its conduct.
- Establish a school emergency operation plan review committee to approve and coordinate all emergency response plans.
- Review school construction and renovation projects for safety.
- Review school construction and renovation projects for safety and pre-hazard mitigation grant programs.

3.3. ROLE OF SCHOOL BOARD MEMBERS DURING AN EMERGENCY/DISASTERS

The primary role of a school board member during a disaster is that of support. As the disaster is occurring and the immediate response is underway, you will best serve your school community by empowering and allowing the responders and the EOC staff the freedom to manage the incident as they have been trained to do. Allow them time to stabilize the situation before attempting to step in as a decision-maker. Your role as a decision-maker will come, but the primary goal of addressing a disaster as it is happening is to stabilize the situation quickly and efficiently – your staff will do that for you. To help in this goal, your role consists of the following:

- Support and work with your emergency management officials as needed. This may include facilitating communication with and obtaining assistance from other agencies, declaring a local state of emergency, and issuing emergency orders.
- Communicate quickly, clearly, and effectively to your key stakeholders and work with your partners to ensure a coordinated message.
- Get accurate information early and often, and ensure all messaging is accessible.
- Maintain situational awareness regarding the disaster by staying informed.
- Provide direction for response-related activities when appropriate.
- Trust and empower your staff to make the right decisions.
- Serve your school community by allowing the First Responders and the EOC staff to manage the incident as they are trained. The active participation of school board members in planning/training before a disaster and leadership during the recovery period is where you will have the most significant impact and be of the most value.
- Use an EOC Liaison to help you stay informed during the incident.

3.4. ROLE OF SCHOOL BOARD MEMBERS FOLLOWING AN EMERGENCY/DISASTERS

The primary role of a school board member after a disaster is that of leadership. Once the first responders and EOC staff have stabilized the situation, your role as a school board member becomes crucial to the recovery process. Reconstitution is your primary goal. Getting children back into the classrooms is the number one priority for your community to recover. Understanding what steps need to be taken and what resources are required to accomplish this is critical in recovery efforts. To help in achieving this goal, the following is a list of roles for you to fill.

- Understand the disaster assistance programs available and the application process for the State of California and the Federal Disaster Declarations.
- Support your community throughout the recovery – it can be a long process and may take multiple years.
- Help identify opportunities to rebuild and mitigate future damage through planning and smart infrastructure investments.
- Ask questions – the recovery process and programs can be complex.
- Ensure all codes and regulations are followed during the recovery process.

3.5. ROLE OF DISASTER SERVICE WORKERS

California Government Code Section 3100 declares that public employees are disaster service workers, subject to such disaster service activities as they may be assigned to them by their superiors or law. Public employees include all persons employed by the state or any county, city, city and county, state agency, or public district, excluding legally employed immigrants. This law applies to public school employees in the following cases:

- a. when a local emergency has been proclaimed;
- b. when a state emergency has been proclaimed, or;
- c. when a federal disaster declaration has been made.

The law has two ramifications: a) public school employees may be pressed into service as Disaster Service Workers by their superiors and may be asked to do jobs other than their usual duties for periods of time exceeding their normal working hours; and b) in those cases, their Workers' Compensation Coverage becomes the responsibility of state government (OES). Their overtime pay, however, is paid by the school. These circumstances apply only when a local or state emergency has been declared.

3.6. ROLES WITHIN THE SCHOOL ORGANIZATION

1. Superintendent

- Appoint a District Emergency Management Coordinator to assist in planning and review.
- Consult with the local Emergency Management Office to analyze system needs regarding emergency preparedness, planning, and education and ensure coordination of the school plan with community emergency plans.
- Develop and coordinate in-service emergency response education for all CVUSD personnel.
- Obtain a resolution from the local school board, giving needed authority and support to develop school emergency operations programs and plans.
- Initiate, administer, and evaluate emergency operations programs to ensure all schools' coordinated response within the district.
- Serve as principal coordinator for NIMS planning implementation.
- Gather information from all aspects of the emergency for decision-making about emergency management.
- Have overall decision-making authority in the event of an emergency until emergency responders arrive.
- Monitor the emergency response during emergencies and provide direction where appropriate.
- With the assistance of the Public Information Officer, keep the public informed during emergencies.
- Stay in contact with the leaders of the emergency services agencies working with the emergency.
- Keep the school board informed of the emergency status.
- Meet and talk with parents of students and partners of adults who have been admitted to the hospital.
- Assign resources (persons and materials) to various sites for specific needs. This may include school personnel's assignments

from other school or community sites such as community emergency shelters.

- Authorize immediate purchase of outside services and materials needed to manage emergencies.

2. School/District Safety Planning Committee

- This consists of school administration, principal, teachers, school maintenance, law enforcement, fire, EMS, emergency management, school nurses, school counselors, school resource officers, and security personnel, as practical.
- Serve as the staff advisor to the Superintendent and Principal on emergency management matters.
- Keep the Superintendent and Principal appraised of the preparedness status and emergency management needs.
- Coordinate local planning, preparedness activities, and the maintenance of this plan.
- Establish an Incident Command Post/Posts and alternate ICP locations in coordination with responding law enforcement, fire, and EMS.
- Prepare and maintain a resource inventory.
- Arrange appropriate training for district emergency management personnel and emergency responders.
- Coordinate periodic emergency exercises to test emergency plans and training.
- Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- Coordinate with organized volunteer groups and businesses regarding emergency operations.

3. Principal/Building Administrator

- Serve as the Incident Commander or delegate that authority to a qualified individual.
- Retains the overall responsibility for the safety of students and staff.
- Manage school policy-level activities.
- Interface with agencies and parents.
- Coordinate between the Superintendent and incident management.
- Provide potential students and staff outbreak and pandemic threat information to their municipal OEM and County Department of Public Health.
- Encourage all staff members to develop personal and family emergency plans.

4. Teachers

- Supervising students under their charge.
- Take steps to ensure students, staff, and other individuals' safety in implementing protective actions and incident management protocols

established in the school EOP.

- Direct students in the implementation of protective actions.
- Take attendance when the class relocates to an outside or inside assembly area or evacuates to another location.
- Report missing students to the Principal/Incident Commander.
- Execute assignments as directed by the Principal/ Incident Commander.
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those unable to be moved.
- Render first-aid if necessary. School staff will be trained and certified in first aid and CPR.

5. Instructional Assistants

- Assist teachers as directed.

6. Counselors, Social Workers, and Psychologists

- Take steps to ensure the mental well-being of students, staff, and other individuals.
- Render psychological first aid if necessary.
- Assist in the transfer of students, staff, and other individuals when a disaster threatens their safety.
- Execute assignments as directed by the Principal/ Incident Commander.
- Assist with crisis intervention and recovery processes.

7. School Nurses/Health Assistants

- Administer first-aid or emergency treatment as needed.
- Supervise the administration of first aid by those trained to provide medical care.
- Organize first-aid and medical supplies.
- Manage student medications and go kits.
- Provide potential student and staff outbreak and pandemic threat information to the Principal/Incident Commander.
- Communicate public health protective actions to students and staff.

8. Custodial/Maintenance Personnel

- Survey and report building damage to the Principal/Incident Commander.
- Control main shut-off valves for gas, water, and electricity and ensure no hazard from broken or downed power lines.
- Provide damage control as needed.
- Assist in the conservation, use, and disbursement of supplies and equipment.
- Keep the Principal/Incident Commander informed of school conditions.

9. School Secretary/Office Staff

- Answer phones and assist in receiving and providing consistent information to callers.

- Provide for the safety of essential school records and documents.
- Execute assignments as directed by the Principal/Incident Commander.
- Aid the Principal
- Monitor emergency broadcasts and provide updates to the Principal/Incident Commander.

10. Nutrition Services

- Use, prepare, and serve food and water to students and staff.
- Executing assignments as directed by the Incident Commander.

11. Transportation Providers

- Transfer students to a new location when directed.
- Execute assignments as directed by the Principal/Incident Commander.
- Transport individuals in need of medical attention as necessary.

12. Information Technology Services

- Coordinate the use of technology.
- Assist in the establishment/maintenance of emergency communications network.
- Prepare and maintain an emergency kit that contains floor plans, telephone line locations, computer locations, and other communications equipment.
- Establish and maintain computer communication with the district office and other agencies.
- Establish and maintain student and staff databases in support of the incident.
- Report problems in communication systems to the Principal/Incident Commander.

13. Students

- Cooperate during emergency training, drills, exercises, and an incident.
- Be responsible for themselves and others in an incident.
- Report situations of concern.
- Take an active part in school incident response/recovery activities, as age appropriate.

14. Parents/Guardians

- Encourage and support school safety and violence prevention programs.
- Support service projects to promote school incident preparedness.
- Provide the school with the requested emergency contact information.
- Practice emergency preparedness in the home.
- Follow the guidance provided during a school emergency.

15. Unclassified Staff

- Provide training in support of general education, special needs, safety, and planning.
- Provide emergency crisis counseling to students and staff.

- Liaison with the San Bernardino County Office of Education at the request of the Superintendent.
- Support family reunification, as requested by the Principal/Incident Commander.

16. Emergency Organizations

- **Local Law Enforcement**
 - Participate in school safety/planning committee meetings as needed.
 - Participate in risk assessment of the security of buildings and grounds when requested.
 - Respond to law enforcement emergencies at the school.
 - Assume Incident Commander or lead operations function in an armed intruder incident.
 - Provide security to the school incident scene as resources permit.
 - Develop a Memorandum of Understanding (MOU) with the school district.
- **Fire Department/EMS**
 - Provide suppression services as needed.
 - Provide emergency medical services as needed.
 - Provide fire, and police for traffic control, as needed.
- **Public Works**
 - Provide information on water, sewage, road construction, and repair to the Incident Commander.
 - Provide perimeter and traffic control equipment, as requested.
 - Maintain a list of resources.
- **San Bernardino County Office of Emergency Services (OES)**
 - Coordinate municipal emergency support services to the school, as requested.
 - Coordinate development and maintenance of the municipal EOP.
 - Coordinate with County OEM when municipal resources are committed, and mutual aid is exhausted.
- **County Office of Emergency Services**
 - Coordinate county emergency support services to the school, as requested by the municipality.
 - Develop and maintain the County EOP.
 - Request mutual aid from adjacent counties, its Regional Task Force, or the State Office of Emergency Services, as needed.

4. DIRECT, CONTROL, AND COORDINATE

4.1. SCHOOL SITE INCIDENT COMMAND

At the local school site, the principal or assistant principal will be the primary point of contact or Incident Commander for an incident on the school campus. They will employ their organizational structure to meet the needs of their student body in response to the situation. The Incident Command System is flexible to meet the school's needs.

Staff is assigned to serve within the ICS based on their expertise and training and the incident's needs. Roles should be pre-assigned based on training and qualification.

As an incident intensifies and other agencies arrive on the scene, the ICS structure may change. For example, during an active-shooter incident, an incident command would be established by field first responders in unified command. The Incident Commander from the school site would likely serve as a liaison to the unified command but would not be part of the unified command. Below is a detail of school and district roles critical for the incident's successful management.

ICS is organized into the following functional areas:

1. Incident Commander

The Incident Commander directs all tactical on-scene operations. The principal initially may be the Incident Commander until a coordinated Incident Command System (ICS) is established with local authorities. The Incident Commander will establish an Incident Command Post (ICP), assess the situation with the principal/designee or other officials, identify resources required, and direct the on-scene incident management activities.

The Incident Commander's responsibilities include:

- Assume the overall direction of all incident management activities based on procedures outlined in the school CSSP.
- Take steps deemed necessary to ensure the safety of students, staff, and other individuals.
- Determine whether to implement school protective actions or other incident management protocols established in the CSSP (e.g., Evacuation, Reverse Evacuation, Shelter-in-Place, etc., described more fully in the annexes).
- Arrange for the transfer of students, staff, and other individuals when a disaster threatens safety.
- Work with and ensure communication with emergency services personnel.
- Keep the Principal/Superintendent and other officials informed of the situation.

- Ensure the proper transfer of command when/if a more qualified Incident Commander arrives on the scene.

2. Operations Section

When activated, the Operations Section coordinates all tactical operations, including implementing response/recovery activities according to procedures and protocols established by the CVUSD Incident Action Plan. Procedures and protocols will address students' care, first aid and crisis intervention, search and rescue, site security, damage assessment, evacuations, and students' release to parents. *See table 4 for operation section support teams.*

Specific responsibilities include:

- Analyze school staffing to support their Family Reunification Annex and implementation.
- Monitor site utilities (i.e., electric, gas, water, heat/ventilation/air conditioning) and power them off only if a danger exists or is directed by the Incident Commander and helps secure the facility.
- Establish medical triage with staff trained in first aid and CPR, provide, and oversee care given to injured persons, and distribute and request additional supplies.
- Assess and provide psychological first-aid services for those in need and access local/regional providers for ongoing crisis counseling for students, staff, and parents.
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in water or plumbing failure, and request needed supplies.
- Document all activities.
- Activate and coordinate actions of Operations Section Support Teams as needed in the incident.

Table 4: Operations Section Support Teams

Search & Safeguard Team searches the entire school facility, entering only after checking the outside for structural damage signs and determining that it is safe to enter. Search & Rescue Teams are responsible for ensuring that all students and staff evacuate the building (or if it is unsafe to move the persons, their locations are documented so that professional responders can locate them quickly and extricate them).

Search and Rescue Teams are also responsible for:

- Identifying and marking unsafe areas.
- Conducting initial damage assessments.
- Obtaining injury and missing student reports from teachers.

The First Aid Team provides triage, treatment, and psychological first aid services.

First Aid Teams responsibilities:

- Setup first aid area for students.
- Assess and treat injuries.
- Complete master injury report.

Evacuation/Shelter/Care Team. Evacuation, shelter, and student care in an incident are among the most important schools' tasks. These tasks include student accounting, protection from the weather, providing sanitation needs, and providing food and water.

Evacuation/Shelter/Care Team responsibilities:

- Account for the whereabouts of all students, staff, and volunteers.
- Setup a secure assembly area.
- Manage sheltering and sanitation operations.
- Manage student feeding and hydration.
- Coordinate with Student Release Team.
- Coordinate with the Logistics Section to secure the needed space and supplies.

Facility & Security Response Team responsibilities:

- Locate all utilities and turn them off, if necessary.
- Secure and isolate fire/hazmat.
- Assess and notify officials of fire/hazmat.
- Conduct perimeter control.

Crisis Intervention Team responsibilities:

- Assess need for onsite mental health support.
- Determine need for outside agency assistance.
- Provide onsite intervention/counseling resources.
- Monitor the Incident Command Team, staff, and students' well-being and report all findings to the Operations Section Chief.

Student Release/Reunification Team is responsible for getting students reunited with their parents or guardians in an efficient and orderly manner.

- Setup and secure reunion area.
- Check student emergency cards for authorized releases and complete release logs.
- Coordinate information officers on internal and external communications and messages.

3. Planning Section

When activated, the Planning Section is responsible for collecting, evaluating, and disseminating information needed to measure an incident's size, scope, and seriousness and plan appropriate incident management activities.

Duties may include:

- Developing the Incident Action Plan (IAP) for the next operational period.
- Assisting the Incident Commander in collecting and evaluating information about an incident as it develops, assisting with ongoing planning efforts, and maintaining the incident time log.
- Documenting all activities.

4. Logistics Section

When activated, the Logistics Section supports incident management operations by securing and providing needed personnel, equipment, facilities, resources, and services required for incident resolution, coordinating personnel, assembling volunteer teams, and facilitating communication among incident responders. The Logistics Section may escalate to a primary function in an extended incident.

Additional responsibilities include:

- Establish and oversee the communications center and activities during an incident (two-way radio, battery-powered radio, written updates, etc.) and develop a telephone tree for after-hours communication.
- Establish and maintain school and classroom first-aid kits, coordinate access to and distribute supplies during an incident, and monitor inventory of supplies and equipment.
- Documenting all activities.

5. Finance/Administration Section

When activated, the Financial/Administration Section oversees all financial activities, including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement, and recovering school records following an incident.

Additional duties may include:

- Assuming responsibility for comprehensive documentation and recordkeeping activities.
- Photographing or videotaping property damage when possible.
- Developing a system to monitor and track expenses and financial losses and securing all records.

6. School District Emergency Operations Plan (EOP)

The Chino Valley Unified School District maintains an Emergency Operations Plan (EOP) to address threats/hazards and incidents.

7. Coordination with Responders

Interagency agreements are integral to our school EOP to aid timely communication with community partners. Agreements with these agencies (including mental health, law enforcement, and fire departments) help coordinate services between the agencies and Chino Valley Unified School District. These agreements specify the type of communication and services available to one another.

8. Sources and Use of Resources

Chino Valley Unified School District will use its resources and equipment at each school site and any district-wide resources. A detailed list of each school site's resources is contained in their Comprehensive Safe School Plan. A detailed listing of Chino Valley Unified School District memorandums can be found at the end of this document.

5. POPULATIONS WITH ACCESS AND FUNCTIONAL NEEDS

Populations with access and functional needs include those community members that may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities – temporary and/or lifelong
- Live in assisted living settings
- Are elderly
- Are unaccompanied children
- Are from diverse cultures
- Have limited English proficiency or a non-English speaking
- Have sight or hearing losses (impairments)
- Are transportation disadvantaged; or
- Other situations that would require assistance learned from recent emergencies concerning people with disabilities and older adults have shown that the existing paradigm of emergency planning, implementation, and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults:
 - **Communications and Public Information:** Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind.
 - **Evacuation and Transportation:** Evacuation plans must incorporate disability transportation providers for the movement of people with mobility impairments and those with transportation disadvantages.
 - **Sheltering:** Care and shelter plans must address the access and functional needs of people with disabilities to allow for sheltering in general population shelters.
 - **Americans with Disabilities Act:** When shelter facilities are activated, the State will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act.

6. COMMUNICATIONS

Communication is a critical part of incident management and response. Chino Valley Unified School District will strive to communicate the facts of an incident or emergency as quickly as possible, provide updates as circumstances change, and ensure the safety of Chino Valley Unified School District campuses to the best of its ability the community. To provide timely communications, information may be incomplete and evolve as an incident progresses. Honesty and a timely response are the most effective means to avoid lasting damage to the district and widespread speculation by the public and media, which expect immediate access to accurate information. In the absence of official information, rumors, speculation, and false stories will emerge, so it remains imperative to communicate accurately and honestly about the facts as they are known and not speculate about unavailable information.

Chino Valley Unified School District will employ multiple mediums to reach as many people as possible with accurate, timely information. This is crucial throughout the first few hours of an emergency or disaster because delaying messaging can have long-lasting repercussions for the district. The goal is, to be honest, open, accountable, and accessible to all audiences while being mindful of legal and privacy concerns.

7. INFORMATION, COLLECTION, ANALYSIS, AND DISSEMINATION

Chino Valley Unified School District will collect, analyze, and disseminate information before, during, and after an incident.

7.1. Before an Incident

Before and during an incident, Chino Valley Unified School District will assign administrative staff to monitor daily weather, community climate, available local law enforcement activity, and school incidents to develop a common operating picture. This can be done centrally at the district level or developed at each school site. This information is then shared with each school site (if developed at the district level). After an incident, the district will assign staff to monitor online and available resources such as social media, news media, and student, staff, and parental feedback to aid student and staff recovery.

7.2. Information Documentation

The assigned staff member(s) will document the information gathered using the Annex form. Information to be recorded includes:

- The source of information
- The staff member who collected and analyzed the information
- The staff member to receive and use the information
- The format for providing this information
- The date and time the information was collected and shared

7.3. During an Incident

Information collected during the incident assists in determining the correct course of action and emergency management decisions. Information is collected from field responders, DOCs, private entities, the media, social media, community members, and various other sources. All information collected from open-source public resources will be analyzed for accuracy, processed through rumor control, and documented by the respective EOC sections, branches, and units. All information documentation will be provided to the Situation Unit in the Planning Section of the EOC for inclusion in the EOC Action Plan.

The use of Actions Plans in the School District Emergency Operations Center provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts.

- Plans document the priorities and objectives and the task and personnel assignments associated with meeting the objectives.

The Action Planning process should involve the Emergency Operations Center Director and Section Chiefs/Coordinators (one from each Section) along with other Emergency Operations Center staff, as needed, such as agency representatives.

The initial Emergency Operations Center Action Plan may be a verbal plan that is developed during the first hour or two following Emergency Operations Center action. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours), and/or a limited number of response personnel. An Emergency Operations Center Action Plan will be developed whenever the Emergency Operations Center is activated, either partially or fully. A written Emergency Operations Center Action Plan is required whenever:

- Two or more agencies are involved in the response
- The incident overlaps more than one operational period
- All Emergency Operations Center functions are fully staffed

The Emergency Operations Center Action Plan addresses a specific operational period, which may vary in length from a few hours to days, depending on the circumstances. The plan should be regularly reviewed and evaluated through the operational period and revised or updated as warranted.

The Planning Section Chief/Coordinator, with input from the EOC Manager/Director, EOC Coordinator, and the Operations Section Chief/Coordinator, establishes the schedule and cycle for planning and situation information dissemination. Initially, meetings may be conducted every few hours or several times each day. Over time, meetings may be held twice each day and then daily, depending on the level of operations.

In addition, all EOC situation status reports and EOC Action Plans will be developed and presented for information sharing at scheduled meetings during each EOC operational period. Information may also be sent to school district departments, Emergency Operations Center personnel, the Operational Area, and other key agencies using the School District Emergency reporting system, OASIS, radio, telephone, email, internet, or fax. Regardless of the method of communication, all data should be verified before transmission. Unverified data must be transmitted, and it should be designated as unconfirmed information. The school district uses EOC forms found in part two of this plan to record and report information.

8. RECOVERY AFTER AN INCIDENT

After an incident, staff, teachers, and school officials will review established mission-critical operations to support the school's education programs' restoration. Chino Valley Unified School District and the district will designate appropriate personnel to collaborate with external resources to accomplish the following:

- Conduct a comprehensive assessment of the physical and operational recovery needs.
- Assess physical security, data access, and all other critical services (e.g., plumbing, electrical, etc.)
- Examine critical information technology assets and personnel resources and determine the impact on the school operations for each asset and resource unavailable or damaged.
- Document damaged facilities, lost equipment, and resources. Certain personnel expenses require documentation for insurance claims and state and federal assistance requests.
- Identify recordkeeping requirements and financial aid sources for state and federal disaster assistance, including local proclamations and resolutions. Start tracking resources and employee activities on ICS form 214 for each operational period.
- Each school should provide detailed facilities data to the district to estimate initial damage estimates, temporary space reallocation needs, and strategies.
- Arrange for ongoing status reports during the recovery activities to:
 1. Estimate when the educational program can be fully operational; and
 2. Identify special facilities, equipment, and personnel; issues or resources will facilitate the resumption of classes.
- Educate school personnel, students, and parents on available crisis counseling services.
- Establish absentee policies for teachers/students after an incident.
- Develop alternative teaching methods for students unable to return immediately to classes via online classes, video conferencing, tutoring, etc. The 2019 Coronavirus pandemic has created new opportunities that should be revisited annually to determine those programs' viability.
- Create a plan for conducting classes when facilities are damaged (e.g., alternative sites, half-day sessions, portable classrooms, etc.)
- Get stakeholder input on prevention and mitigation measures that can be incorporated into short-term and long-term recovery plans.

9. ADMINISTRATION, FINANCE, AND LOGISTICS

Emergency management operations supporting administration, finance, and logistical processes will be primarily conducted within the Logistics and Finance Sections of the EOC and will include the following considerations:

- Tracking and documentation of expenses
- Documentation of all actions taken during emergency operations
- Procuring necessary equipment, resources, and additional support
- Tracking and documentation of school district employee working hours
- Documentation of school district employee working hours
- Managing continuity of operations (COOP) for the school district
- Developing staff rotation schedules for extended operations
- Managing compensation and claims related to emergency operations
- Tracking and documenting the deployment and utilization of resources
- Managing additional staff and volunteers to support emergency operations
- Managing both financial and in-kind donations
- Overseeing and managing information technology components and issues as they arise
- And other actions as determined appropriate

9.1. Agreements and Contracts

All disasters are local, meaning the school district should make every attempt to utilize its resources before requesting additional assistance. CVUSD may request assistance from local emergency services, other agencies, and other school communities following existing mutual aid agreements and procurement contracts with vendors. Such assistance includes equipment, supplies, personnel, and facilities. All agreements entered into by authorized school officials will be documented in writing and approved by the school board. Finance and Purchasing will maintain all pre-negotiated agreements and contracts and agreements. It is recommended that the school district conduct a Request for Qualifications (RFQ) before any disaster to ensure compliance with General Administration contracting services for procurement.

9.2. Documentation

The Emergency Operations Center Finance/Administration Section will be responsible for maintaining records on damage assessment expenditures, recovery cost expenditures, insurance-related documents, personnel overtime, and other emergency costs.

The Emergency Operations Center Planning Section will maintain copies of documents integral to Emergency Operation Center functions, such as Emergency Operation Center Action Plans, Situation Status Logs, Position Logs, etc., that make up the history and chronology of the emergency events.

9.3. Expenditure Tracking

The school district may be reimbursed for insurance, state and/or federal sources for a disaster-related expense. The purpose of this section is to provide guidance on the record-keeping requirements for claiming such expenses.

9.4. Eligible Expenses

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy of the emergency service. Ineligible expenses include standby personnel and/or equipment costs and lost revenue.

9.5. Recordkeeping

1. Administrative Controls:

CVUSD is responsible for establishing the administrative controls necessary to manage funds' expenditures to provide reasonable accountability and justification for expenditures made to support incident management operations. These administrative controls will be conducted under established local fiscal policies and standard cost accounting procedures.

2. Activity Logs:

Staff assigned positions within the EOC will maintain accurate logs, recording key incident activities, including:

- Activation or deactivation of incident policies, procedures, and resources.
- Significant changes in the incident situation.
- Significant commitments of resources or requests for additional resources from external sources.
- Issuance of protective action recommendations to the staff and students.
- Evacuation/Family Reunification.
- Casualties.
- Termination of the incident.

3. Incident Costs:

Schools' ICS Finance/Administration staff is responsible for maintaining records summarizing the use of personnel, equipment, and supplies to estimate annual incident response costs in support of future school budgets. The detailed records of costs for incident management operations include:

- Personnel costs, especially overtime costs.
- Equipment operation costs.

- Costs for leased or rented equipment.
- Costs for contract services to support incident management operations.
- Costs of specialized supplies expended for incident management operations.

4. Preservation of Records:

Essential records will be protected and maintained (identify readily available record holder/location).

9.6. School District Emergency Operations Policy Statement

Limitations: Due to the nature of the emergency response, the outcome is not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by the event's scope, magnitude, and duration.

Suspension of Routine Activities and Availability of Employees: Day-to-day functions that do not contribute directly to the disaster operation may be suspended during an emergency. Efforts generally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, school district employees not otherwise assigned emergency/disaster-related duties will, unless otherwise restricted, be made available to augment the work of their department or other school district departments, if required.

Employee Personal Preparedness: School district employees may not be at peak efficiency or effectiveness during a disaster if the status of their households is unknown or in doubt. Employees assigned disaster response duties are encouraged to decide with other employees, friends, neighbors, or relatives to check on their immediate families in the event of a disaster and to communicate that information to the employee through the school district Emergency Operations Center.

Non-Discrimination: All local activities will be carried out in accordance with federal nondiscrimination laws. It is the school district's policy that no service will be denied based on race, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability.

Citizen Preparedness: This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond safely and promptly. Since the School district's resources and personnel may be overwhelmed at the onset of a disaster, individuals and organizations should be prepared to be self-sufficient following a disaster. The school district will make every effort to provide information to the public via the media and other sources to assist citizens in dealing with the emergency.

10. PLAN DEVELOPMENT, MAINTENANCE, AND DISTRIBUTION

10.1. Approval and Dissemination of the Plan

The District Safety Planning Committee is responsible for developing and completing the Emergency Operations Plan, including annexes. The Superintendent/School Board is responsible for approving and promulgating this plan.

Copies of the CVUSD EOP will be distributed to emergency organizations with a role in responding to an incident. A distribution record will be kept acknowledging the plan's receipt, review, and acceptance. School administrators will record each person's title and name receiving the plan, the agency to which the receiver belongs, the date of delivery, and the number of copies delivered.

School Emergency Site Safety Planning documents related to tactical response or pre-designated evacuation locations will not be shared with the public. The CSSP must be publicly shared with the community and available for anyone who requests it, omitting tactical response activities according to the law. Copies of the redacted Basic Plan can be made available to the public and media at the discretion of the CVUSD.

10.2. Review and Updates to the Plan

This plan must be reviewed annually or after an incident and updated every three years in compliance with federal guidelines. A copy of the plan shall be made available to the local jurisdictions where CVUSD operates school site facilities. A copy shall also be provided to each local police department and each fire department that services school sites operated by CVUSD. A record of changes will include the change number, the date of the change, and the name of the person who made the change.

To ensure timely updates to the district EOP, CVUSD has established a schedule for an annual review of planning documents. The Basic Plan and its Annexes will be reviewed at least once per year by school officials, emergency management agencies, and other agencies having a support role.

The EOP will be updated based on changes in the information, areas for improvement identified during incident management activities and exercises, and when changes in threat hazards, resources, and capabilities or school structure occur.

10.3. Training and Exercising the Plan

CVUSD commits to conducting training, drills, and exercises in preparation and planning for an incident. Training, drills, and exercises will occur as detailed in the Training and Exercise Plan. School officials will coordinate training efforts with local municipal and county emergency management agencies and community partners.

SCHOOL SAFETY PLANNING GLOSSARY

Drop, Cover, and Hold: Students and staff drop low, cover under furniture, cover their heads, neck, and eyes, and protect internal organs from falling or flying objects.

Hazards: Hazards shall include situations involving threats of harm to students, personnel, and/or facilities. Hazards include but are not limited to technological and human-caused incidents. Hazards may require an interagency response involving law enforcement and/or emergency services agencies, depending on the size and scope of the incident.

Incident: An incident is an occurrence-natural, technological, or human-caused that requires a response to protect life or property.

Incident Command System (ICS): The response infrastructure is designed under the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS) to facilitate effective and efficient management of an incident by (1) identifying key team roles and functions; (2) assessing staff skills; (3) pre-designating staff for each ICS function (command, operations, planning, logistics, finance/administration); (4) coordinating with community partners; and (5) providing for the transfer of command and backup of resources.

Incident Commander: The individual responsible for overall policy, direction, and coordination of the emergency response effort. Usually, this will be the local emergency official onsite with legal jurisdiction over the incident.

Lockdown: The initial physical response to provide a time barrier. Lockdown is not a stand-alone defensive strategy. When securing in place, this procedure should involve barricading the door and readying a plan of evacuation or counter tactics, should the need arise.

Evacuation: The process of safely removing students, staff, and visitors to designated assembly areas from classrooms, outside areas, cafeterias, and other school locations.

Family Reunification: The process of safely reuniting students with proper family members or guardians during an incident.

Standardized Emergency Management System (SEMS): The Standardized Emergency Management System (SEMS) is a state-wide California system police officers, firefighters, and other disaster responders use in disaster events. The primary goal of SEMS is to aid in communication and response by providing a common management system and language. The basic framework of SEMS incorporates the use of the Incident Command System (ICS) (developed under the Fire Fighting Resources of California Organized for Potential Emergencies (FIREScope) Program,) multi-agency or inter-agency coordination, the State's

master mutual aid agreement, and mutual aid program, the operational area concept, and the Operational Area Satellite Information System (OASIS).

National Incident Management System (NIMS): A set of principles that provides a systemic, proactive approach guiding government agencies, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to the environment. This system ensures that those involved in an incident understand their roles and have the tools they need to be effective.

Reverse Evacuation: The process of bringing students and staff from outdoor areas into the safer environment of a building due to an outside source of danger.

School Incident Commander: The school official designated by the School Decision Maker, if not the same, is authorized to make decisions for the school in the event of a critical incident or hazard. The School Incident Commander may transfer command to the emergency responder Incident Commander, such as law enforcement, fire, or other safety officials who assumes control of the incident. They can also form Unified Command. The School Incident Commander will usually continue to operate within the overall ICS structure.

Shelter-in-Place: A course of action when students and staff are required to remain indoors, perhaps for an extended period, because it is safer inside the building or room than outside. Specific hazards may require students and staff to move to rooms that can be sealed from chemical, biological, or weather threats.

11. SCHOOL RESOURCE OFFICERS

MISSION: The School Resource Officer (SRO) 's mission is to positively influence the student body. The SRO develops programs and provides services to promote a safe and orderly environment for all students in school and on school buses to ensure an educational experience of the highest quality. The SRO works with administrators, faculty, staff, and students at each school site to implement proper security and safety measures. The SRO is familiar with the beliefs of the school district in its discipline policy of PBIS, Restorative Practices, and Trauma Informed Care. The SRO is a fundamental resource for the safety, security, and well-being of every student and staff member within the CVUSD.

11.1. Priorities of the Law Enforcement Authority

- Help support the school entity to prevent delinquent acts through preventative measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education, and deterrence.
- Investigates as appropriate all incidents reported on school property, at any school-sponsored activity, or on a conveyance as described in the Comprehensive Safe School Plan (CSSP). This also includes school buses providing transportation to or from a school or school-sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law enforcement Authority, in its sole discretion, deems appropriate. Still, any investigation shall be conducted to involve as little disruption to the school environment as possible.
- Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practical.

11.2. Priorities of the District

- Help law enforcement prevents delinquent acts through preventative measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education, and deterrence.
- Create a safe learning environment.
- Establish and maintain a cooperative relationship with the law enforcement authority in reporting and resolving all incidents described in Section II of this document.
- Provide the law enforcement Authority with all relevant information and required assistance in the event of a reported incident.
- The district shall give the law enforcement authority a copy of the district's behavior support services procedures and invite law enforcement representatives to behavior support training.

11.3. Duties and Responsibilities

- Coordinate all activities with the principals or their designee and obtain their approval, advice, and guidance pertaining to planning activities within the school. He/She will follow all school board policies.
- Act as a liaison resource to the principal investigating criminal law violations in the school or on school property.
- Formulate education crime prevention programs, a basic understanding of the law, the role of the police officer, and the police department's mission to reduce the opportunity for crimes against persons and property in and on school property.
- Enforce Federal, State, and Local Laws and assist in administrative regulations regarding student conduct as needed by the School Principals.
- Counsel students in special situations, when requested by the Principal or the Principals designee, such as students engaging in criminal conduct.
- The School Resource Officers are not to be in disciplinary infractions that do not constitute violations of the law and are to refrain completely from functioning as a school disciplinarian.
- Participate in the Parent-Teacher-Student meetings as requested by the principal.
- Confer with the Principal to develop plans and strategies to prevent, identify, and minimize dangerous situations on or near school grounds or involving school students in school-related activities.
- The School Resource Officer(s) will maintain strict confidentiality regarding all student and school matters, in both the school setting and the community, except as may be required to be reported to his/her Officer in Charge at their respected Law enforcement Agency. At no time shall officers release any information pertaining to/her duties as School Resource Officer(s) unless authorized by the Chief of Police and the Chino Valley Unified School District.

12. SCHOOL SAFETY AUTHORITIES AND REFERENCES

- Homeland Security Act of 2002, PL 100-707 (Nov.25, 2002)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 (Nov. 23, 1988), amending the Disaster Relief Act of 1974, PL 93-288
- Homeland Security Presidential Directive No. 5 (2003)
- FEMA, “Developing and Maintaining Emergency Operations Plans: Comprehensive Preparedness Guide (CPG) 101,” Version 2.0, https://www.fema.gov/media-library-data/20130726-1828-25045-0014/cpg_101_comprehensive_preparedness_guide_developing_and_maintaining_emergency_operations_plans_2010.pdf
- FEMA, “Guide for Developing High-Quality School Emergency Operation Plans” Version 2013, https://www.fema.gov/media-library-data/20130726-1922-25045-3638/rem_s_ihe_guide.pdf .
- FEMA, “Sample School Emergency Operations Plan,” November 2013 <https://www.training.fema.gov/programs/emischool/el361toolkit/assets/sampleplan.pdf>
- Pennsylvania Department of Emergency Management, “All-Hazards School Safety Planning Toolkit,” <http://www.pema.pa.gov/planningandpreparedness/communityandstateplanning/Pages/All-Hazards-School-Safety-Planning-Toolkit.aspx#.V6yQbJgrKM8>
- Readiness and Emergency Management for Schools (REMS) Technical Assistance Center’s: “Guide for Developing High-Quality Emergency Operations Plans for K-12 Schools.” <http://rem.s.ed.gov/K12GuideForDevelHQSchool.aspx>
- Ohio Attorney General School Safety Task Force, “School Safety/Emergency Operations Plan,” June 2013, <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/SSTF-School-Plan-Template.pdf.aspx> .
- Texas Department of Public Safety, “Emergency Management Plan: Basic Plan,” Version 1.10 05/05, <http://teacherweb.com/tx/couplandschool/schoolhomepage/EMERGENCYOPERATIONSPLANup date09take2.doc> .
- NIMS, Department of Homeland Security, FEMA: <http://www.fema.gov/national-incident-management-system>.
- FEMA: IS-100 Introduction to Incident Command System: <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-100.b>.

- An Introduction: NIMS, Department of Homeland Security, FEMA: IS-700 National Incident Management System (NIMS) <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a>.
- FEMA All-Hazards Training Document: <http://training.fema.gov/EMIWeb/emischool/EL361Toolkit/assets/SamplePlan.pdf>

References

- National Response Framework (as revised)
- National Incident Management System
- Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, November 2020, Version 3.0 (draftv0.5)

State

Authorities

- California Disaster Assistance Act, California Government Code Section 8680 et. seq.
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Government Code, Title 1, Chapter 4, Division 8, Section 3100 - Disaster Service Workers
- California Government Code, Title 1, Chapter 4, Division 8, Section 8635 - Continuity of Government
- California Government Code, Title 2, Division 1, Chapter 7 – California Emergency Services Act
- California Government Code, Title 19, Division 2 – Standardized Emergency Management System
- California Water Code, § 128-Department of Water Resources - Flood Fighting

References

- Standardize Emergency Management System
- California Disaster Assistance Act
- California State Emergency Plan, October 1, 2017

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 6146.2 INSTRUCTION – CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

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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 6146.2 Instruction – Certificate of Proficiency/High School Equivalency are being updated to clarify the distinction between a certificate of proficiency and a high school equivalency certificate. Board policy also reflects that there is a fee for these tests which is waived for homeless or foster youth under 25 years of age who meet all other registration requirements and submit certification of homeless or foster youth status. Administrative regulation is updated to add the requirement that districts develop a consent form that may be used by persons receiving a certificate of proficiency to be exempted from compulsory school attendance, and reflect the two tests currently approved by the State Board of Education for the purpose of attaining a California High School Equivalency Certificate (the General Educational Development test and the High School Equivalency Test).

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 6146.2 Instruction – Certificate of Proficiency/High School Equivalency

FISCAL IMPACT

None.

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

The Board of Education desires that every student have the opportunity to earn a high school diploma through successful completion of ~~class work and examination~~ DISTRICT GRADUATION REQUIREMENTS. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows ~~him/her~~ THE STUDENT to obtain an equivalent certificate.

(cf. 5147 – Dropout Prevention)
 (cf. 6146.1 – High School Graduation Requirements)
 (cf. 6162.52 – High School Exit Examination)
 (cf. 6200 – Adult Education)

Eligible persons WHO PASS THE CALIFORNIA HIGH SCHOOL PROFICIENCY EXAMINATION may obtain a certificate of proficiency FROM THE STATE BOARD OF EDUCATION (SBE). ELIGIBLE PERSONS WHO PASS A GENERAL EDUCATION DEVELOPMENT TEST DESIGNATED BY THE SBE ~~or a~~ MAY OBTAIN A high school equivalenceY certificate ~~in accordance with law, board policy and administrative regulation~~ FROM THE TESTING SERVICE.

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program.

(cf. 6164.2 – Guidance/Counseling Services)

INTERESTED PERSONS SHALL REGISTER FOR THE TEST DIRECTLY WITH THE TESTING SERVICE AND PAY THE APPLICABLE FEE. HOWEVER, THE FEE SHALL BE WAIVED FOR A HOMELESS OR FOSTER YOUTH WHO IS UNDER AGE 25 YEARS, MEETS ALL OTHER REGISTRATION REQUIREMENTS, AND SUBMITS CERTIFICATION OF HOMELESS OR FOSTER YOUTH STATUS. (Education Code 48412; 5 CCR 11524-11526, 11533-11534.1)

Legal Reference:

EDUCATION CODE

48400-48403 Compulsory continuation education
 48410 Exemption from continuation education
 48412 Certificate of proficiency
 48413 Enrollment in continuation classes
 48414 Reenrollment in district
 51420-51427 High school equivalency certificate
 52052 Accountability; numerically significant student subgroups

CODE OF REGULATIONS, TITLE 5

11520-11523 - Proficiency examination and certificate
 11530-11532 – High school equivalency certificate (GED)

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (cont.)

Management Resources:

WEBSITES

California Department of Education, High School Equivalency Tests: www.cde.ca.gov/ta/tg/gd

California Department of Education, California High School Proficiency Examination:

www.cde.ca.gov/ta/tg/sp

High School Equivalency Test: <https://hiset.ets.org>

General Education Development Test: <https://ged.com>

California High School Proficiency Examination: www.chspe.net

Chino Valley Unified School District

Policy adopted: August 21, 1997

Revised: December 9, 2010

REVISED:

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

Certificate of Proficiency

The principal of each HIGH school ~~maintaining~~ shall distribute to each student in ~~those~~ grades 11~~and~~ –12 an announcement explaining the California High School Proficiency Examination (CHSPE). ~~When a~~ Announcements from the California Department of Education (CDE) or its contractor ~~are received, this information~~ shall be distributed early enough to enable interested students to register for the test to be given in the fall of the ~~AT~~ SCHOOL year. (5 CCR 11523)

(cf. 5145.6 – Parental Notifications)

THE PRINCIPAL ALSO SHALL ADVISE STUDENTS THAT THE CERTIFICATE OF PROFICIENCY AWARDED UPON PASSING THE CHSPE, WHILE EQUIVALENT TO A HIGH SCHOOL DIPLOMA, IS NOT THE EQUIVALENT OF COMPLETING ALL COURSEWORK REQUIRED FOR HIGH SCHOOL GRADUATION AND THEREFORE STUDENTS SHOULD CONTACT THE ADMISSIONS OFFICE OF THE COLLEGE OR UNIVERSITY THEY ARE INTERESTED IN ATTENDING TO DETERMINE IF THE CERTIFICATE SATISFIES COLLEGE ADMISSION REQUIREMENTS.

Any student may take the CHSPE if ~~he/she~~ THE STUDENT meets one of the following conditions; (Education Code 48412)

1. Is age 16 or older
2. Has been enrolled in the 10th grade for one school year or longer
3. Will complete one school year of enrollment in 10th grade at the end of the semester during which the CHSPE will be administered

If a student receives the ~~proficiency~~ certificate OF proficiency, the District shall indicate the student's accomplishment and the date of the ~~proficiency certificate~~ award on the student's official transcript. (5 CCR 11521)

(cf. 5125 – Student Records)

Any student who has received the certificate of proficiency may be exempted from compulsory school attendance upon ~~his/her~~ THE STUDENT'S request, with verified parent/guardian consent AS APPROPRIATE. FOR THIS PURPOSE, ~~the~~ SUPERINTENDENT OR DESIGNEE SHALL PROVIDE A consent form ~~shall be provided by the Superintendent or designee and shall~~ WHICH containS at least the following information: (Education Code 48410; 5 CCR 1152)

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (cont.)

1. A general explanation of the student's rights of exemption from compulsory attendance and of re-enrollment in the public HIGH schools
2. The date of issuance of the certificate of proficiency
3. The signature of the parent/guardian and the date
4. The signature of the school administrator who has personally confirmed the authenticity of the parent/guardian's signature and the date

(cf. 5112.1 - Exemptions from Attendance)

If a student age 16 or 17 terminates ~~his/her~~ enrollment after receiving the high school proficiency certificate, ~~he/she~~ THE STUDENT may re-enroll in the District ~~with no adverse consequences~~. If ~~he/she~~ THE STUDENT subsequently terminates enrollment again, ~~he/she~~ THE STUDENT ~~may be denied~~ re-enrollment MAY BE DENIED until the beginning of the following semester. (Education Code 48414)

(cf. 6184 - Continuation Education)

High School Equivalency Certificate/~~GED~~

Any ELIGIBLE person ~~is eligible~~ MAY EARN A HIGH SCHOOL EQUIVALENCY CERTIFICATE ~~to BY take the~~ PASSING A General Educational Development test DESIGNATED BY THE STATE BOARD OF EDUCATION PURSUANT TO EDUCATION CODE 51420, INCLUDING THE GENERAL EDUCATION (GED) TEST OR THE HIGH SCHOOL EQUIVALENCY TEST (HiSET).

ANY PERSON IS ELIGIBLE TO TAKE A TEST leading to a high school equivalency certificate if he/she is a resident of California or a member of the armed forces assigned to duty in California and meets any one of the following criteria: (Education Code 51420; 5 CCR 11532)

1. Is 18 years of age or older, or within 60 days of his/her 18th birthday, regardless of enrollment status
2. Is not currently enrolled in school and is within 60 days of when he/she would have graduated from high school had he/she remained in school and followed the usual course of study
3. Is 17 years of age, has been out of school for at least 60 consecutive days, and provides a letter of request for the test from the military, a postsecondary educational institution, or a prospective employer

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (cont.)

4. Is 17 years of age, has accumulated fewer than 100 units of high school credit, is confined to a state or county hospital or to an institution maintained by a state or county correctional facility, and meets other criteria listed in 5 CCR 11532
5. Is 17 years of age, has accumulated fewer than 100 UNITS of high school credits prior to enrollment in a ~~dropout recovery high school's~~ academic program OFFERED BY A DROPOUT RECOVERY HIGH SCHOOL AS DEFINED IN EDUCATION CODE 52052, and has successfully completed the dropout recovery high school's instructional program which is aligned to state standards, offers the opportunity for a high school diploma, and provides services for at least one year

~~Dropout recovery high school is a high school in which 50 percent or more of its students have been designated as dropouts pursuant to exit/withdrawal codes developed by the CDE. (Education Code 52052)~~

Chino Valley Unified School District

Regulation Approved: October 4, 2012

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 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
Luke Hackney, Director, Elementary Curriculum and Instruction
Julian Rodriguez, Ed.D., Director, Secondary Curriculum and
Instruction
Cheli McReynolds, Director, Special Education

**SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE
REGULATION 6164.5 INSTRUCTION – STUDENT SUCCESS
TEAMS**

=====

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 6164.5 Instruction – Student Success Teams are being updated to include social and emotional difficulties when evaluating students and establishing interventions, specify who may refer students to SSTs, types of materials appropriate for collection to inform SST members, and add the development of a plan. Board policy also reflects that the SST process shall not delay or deny a referral for evaluation for eligibility for special education, and references that SSTs may integrate with Multi-Tiered Systems of Support (MTSS). Additionally, staff development added and may be provided to strengthen the effectiveness of SSTs. Administrative Regulation is updated to add types of materials appropriate for collection to inform SST members, and add the development of a plan, and adjustments and related interventions.

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 6164.5 Instruction – Student Success Teams.

FISCAL IMPACT

None.

NE:GP:LH:JR:CM:rtr

STUDENT SUCCESS TEAMS

The Board of Education encourages the collaboration of parents/guardians, ~~teachers~~ CERTIFICATED STAFF, ~~resource personnel~~, administrators and/OR students—, AS APPROPRIATE, in evaluating the strengths and needs of students having academic, attendance, social, EMOTIONAL, or behavioral difficulties and in identifying strategies and programs that may assist ~~the~~ SUCH students IN MAXIMIZING THEIR POTENTIAL. The Superintendent or designee shall establish student success teams (SST) as needed to address individual students' needs.

(cf. 5113.1 - Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 5149 - At-Risk Students)

The Superintendent or designee shall establish AND MAINTAIN a process for initiating THE referrals of students to ~~the student success team~~. SSTs, WHICH MAY INCLUDE REFERRAL BY DISTRICT STAFF, PARENTS/GUARDIANS, AND/OR AGENCY REPRESENTATIVES. THE SUPERINTENDENT OR DESIGNEE MAY ALSO ESTABLISH AND MAINTAIN A PROCESS FOR RESPONDING TO SST REFERRALS, WHICH MAY INCLUDE A DETERMINATION BY THE DISTRICT AS TO WHETHER AN SST SHALL BE CONVENED FOR AN INDIVIDUAL STUDENT.

EACH SST MAY COLLECT AND ANALYZE RELEVANT STUDENT DATA, AS APPROPRIATE. THE SST MAY ALSO REVIEW THE STUDENT'S EDUCATIONAL HISTORY, WORK SAMPLES, STRENGTHS AND AREAS FOR GROWTH, AND IDENTIFY AVAILABLE RESOURCES AND STRATEGIES.

Each ~~student success team~~ SST shall develop A PLAN TO SUPPORT THE STUDENT WHICH INCORPORATES intervention strategies ~~to assist the student~~. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, EMOTIONAL AND/OR behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

(cf. 1020 - Youth Services)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.6 - School Health Services)

(cf. 5144 - Discipline)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6020 - Parent Involvement)

(cf. 6158 - Independent Study)

(cf. 6159 - Individualized Education Program)

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

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

STUDENT SUCCESS TEAMS (cont.)

(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer School)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work Experience Education)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The ~~student success team~~ SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, MAKE ADJUSTMENTS TO THE PLAN, and develop additional interventions as needed.

THE SST PROCESS SHALL NOT DELAY OR DENY A REFERRAL FOR EVALUATION FOR ELIGIBILITY FOR SPECIAL EDUCATION, AS MAY BE REQUIRED UNDER STATE OR FEDERAL LAW.

THE SUPERINTENDENT OR DESIGNEE MAY INTEGRATE SSTs INTO THE DISTRICT'S MULTI-TIERED SYSTEM OF SUPPORT, INCLUDING IDENTIFICATION OF STUDENTS WHO NEED ADDITIONAL SUPPORT, THE LEVEL(S) OF SUPPORT, APPROPRIATE INTERVENTIONS, MONITORING OF PROGRESS, AND WHETHER THE GOAL OF INTERVENTION HAS BEEN MET.

TO STRENGTHEN THE EFFECTIVENESS OF SSTs, THE SUPERINTENDENT OR DESIGNEE MAY PROVIDE STAFF DEVELOPMENT IN THE IDENTIFICATION OF STUDENTS WHO MAY NEED ADDITIONAL SUPPORT, IMPLEMENTATION OF MEASURABLE AND TARGETED INTERVENTIONS, AND MONITORING OF PROGRESS AND GOAL ATTAINMENT.

Legal Reference:

EDUCATION CODE

48260-48273 Truants

48400-48454 Compulsory continuation education

49600-49604 Educational Counseling

51745-51749.6 Independent Study

52060-52077 Local control and accountability plan

54400-54425 Programs for Disadvantaged Children

54440-54445 Migrant Children

56300-56305 Identification of individuals with disabilities

8800-8807 Healthy Start Support Services for Children

WELFARE AND INSTITUTIONS CODE

4343-4352.5 Primary Interventions Program, Mental Health

18986.40-18986.46 Interagency Children's Services

STUDENT SUCCESS TEAMS (cont.)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

UNITED STATES DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEBSITES

California School Boards Association and County Office of Education Legal Services:

<https://legalservices.csba.org>

California Department of Education, Multi-Tiered Systems of Support: www.cde.ca.gov/ci/cr/ri

National Dropout Prevention Center: www.dropoutprevention.org

U.S. Department of Education, Office of Special Education Programs:

www2.ed.gov/about/offices/list/osers/osep

Chino Valley Unified School District

Policy adopted: July 16, 2009

REVISED:

STUDENT SUCCESS TEAMS**Team Membership**

Members of individual student success teams (SST) ~~shall~~ MAY include:

1. The principal or designee
2. One or more of the student's classroom teachers or former teachers
3. ~~At least one other classroom teacher with expertise in the grade level, subject and the areas of concern~~
- 4.3. The student's parents/guardians
4. The student if appropriate
5. Resource personnel or specialists, such as a school counselor, psychologist, nurse, outreach consultant, special education resource person, ~~categorically funded staff person~~, department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker AND/or other person(S) relevant to the student's situation, if appropriate

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings
3. Consult with appropriate school STAFF, INCLUDING TEACHERS AND/or District resource personnel
4. Arrange for observation of the student ~~in the problem situation~~ as needed
5. Collect any additional background information necessary to inform team members about the student's strengths and needs, ~~including, but not limited to SUCH AS, work samples RELEVANT STUDENT DATA, discipline record, attendance record, grade history, assessment history EDUCATIONAL HISTORY, interventions attempted and their results~~ AND work samples, AS APPROPRIATE
6. Help the student and parents/guardians prepare for the meeting

STUDENT SUCCESS TEAMS (cont.)

7. Facilitate the team meetings
8. DEVELOP A PLAN TO SUPPORT THE STUDENT WHICH INCORPORATES INTERVENTION STRATEGIES
- 8-9. Ensure that the student's progress is monitored, ~~and~~ that follow-up meetings are regularly scheduled, AND THAT ADJUSTMENTS ARE MADE TO THE PLAN AND RELATED INTERVENTIONS AS NECESSARY
9. ~~Maintain all forms and meeting notes for each meeting~~

Chino Valley Unified School District

Regulation approved: June 18, 2009

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF BOARD POLICY 7110 FACILITIES – FACILITIES MASTER PLAN

=====

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 7110 Facilities – Facilities Master Plan is being updated to recognize the importance of teacher housing need, and reflect new law (AB 306, 2021) which adds the definition of “residential housing” as it applies to district facilities, excludes from the definition of “school building” any building used or intended to be used by a district as “residential housing,” and specifies that the Department of General Services is not required to approve residential housing for earthquake safety and access by persons with disabilities.

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 7110 Facilities – Facilities Master Plan.

FISCAL IMPACT

None.

NE:GJS:pw

FACILITIES MASTER PLAN

The Board of Education recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, TEACHER HOUSING NEEDS, and in the District's educational program needs. The Superintendent or designee shall develop, for Board approval, a master plan for District facilities which describes the District's anticipated short- and long-term facilities needs and priorities.

Plan Development

The District's Facilities Master Plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the District's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a Facilities Advisory Committee consisting of staff, parents/guardians, and business, local government, and other community representatives. THE SUPERINTENDENT OR DESIGNEE ~~He/she also~~ shall ensure that the public is informed of the need for construction and modernization of facilities and of the District's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the District. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with THE COMMISSION OR AGENCY ~~them~~ within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

The Facilities Master Plan shall include:

1. A statement of purpose, including District goals, philosophy, and related policies.
2. A description of the planning process.

FACILITIES MASTER PLAN (cont.)

3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs.
4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications.
5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds.
6. Site selection criteria and process.
7. Development of a capital planning budget and identification of potential funding sources.
8. Policy for reviewing and updating the plan.

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the District's educational goals and objectives.
2. Provide for maximum site enrollment at school facilities.
3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010.
4. Are designed for the environmental comfort and work efficiency of the occupants.
5. Are designed to require a practical minimum of maintenance.
6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety.
7. Are designed and engineered with flexibility to accommodate future needs.

Plans for the design and construction of new school facilities also shall meet the standards described in 5 CCR 14030, THE CALIFORNIA Green Building Standards CODE, TITLE 24, OF THE CALIFORNIA CODE OF REGULATIONS ("CALGREEN"), ~~PART pursuant to 24 CCR 101 et seq.~~, the Americans with Disabilities Act (ADA) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

FACILITIES MASTER PLAN (cont.)

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the District may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

Legal Reference:**EDUCATION CODE**

16011 Long-range comprehensive master plan
 16322 California Department of Education services
 17017.5 Approval of applications for projects
 17070.10-17079.30 Leroy F. Greene School Facilities Act
 17251 Powers and duties of California Department of Education
 17260-17268 Plans and specifications for school facilities
 17280-17317 Field Act
 17365-17374 Fitness for occupancy
 17405 Relocatable structures; lease requirements
 35275 New school planning; cooperation with recreation and park authorities

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities
 65352.2 Communicating and coordinating of school sites
 65995.6 School facilities needs analysis

CODE OF REGULATIONS, TITLE 2

1859-1859.199 Leroy F. Greene School Facilities Act

CODE OF REGULATIONS, TITLE 5

14001 Minimum standards
 14010 Site selection standards
 14030-14036 Standards, planning, and approval of school facilities

CODE OF REGULATIONS, TITLE 24

101 et seq. Green building standards code

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

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

Maximizing Opportunities for Physical Activity through Joint Use of Facilities, September 2009
 Facilities Master Planning, Fact Sheet, November 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Schools of the Future Report, September 2011
 Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
 Guide for the Development of a Long-Range Facilities Plan, 1986

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

An Overview of the State School Facility Programs, rev. October 2011
 School Facility Program Handbook, 2008

STATE ALLOCATION BOARD PUBLICATIONS

Public School Construction Cost Reduction Guidelines, 2000

WEBSITES

California School Boards Association: www.csba.org
 Office of Public School Construction: www.opsc.dgs.ca.gov
 California Department of Education: www.cde.ca.gov/lr/fa

FACILITIES MASTER PLAN (cont.)

Chino Valley Unified School District

Policy adopted: September 4, 2008

Revised: October 18, 2012

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 20, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 7150 FACILITIES – SITE SELECTION AND DEVELOPMENT

=====

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Revision of Board Policy 7150 Facilities – Site Selection and Development is being updated to add material regarding the Board of Education’s obligations when evaluating property prior to acquiring a new school or an addition to an existing school site, and reflect new law (AB 819, 2021) which requires the District to post specified environmental review documents. Administrative Regulation 7150 Facilities – Site Selection and Development is being updated to specify that the request for information to evaluate the safety of a proposed site be in writing, and reflect new law (AB 819, 2021) which requires the District to post specified environmental review documents.

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 7150 Facilities – Site Selection and Development.

FISCAL IMPACT

None.

NE:GJS:pw

SITE SELECTION AND DEVELOPMENT

The Board of Education believes ~~that site selection and development starts from the premise that a school is an integral part of the community. Therefore, the Board believes that~~ a school site should serve the District's educational needs in accordance with the District's master plan, as well as show potential for contributing to other community needs.

(cf. 7110 - Facilities Master Plan)

THE BOARD RECOGNIZES THE IMPORTANCE OF COMMUNITY INPUT IN THE SITE SELECTION PROCESS. TO THIS END, THE BOARD WILL SOLICIT COMMUNITY INPUT WHENEVER A SCHOOL SITE IS TO BE SELECTED AND SHALL PROVIDE PUBLIC NOTICE AND HOLD PUBLIC HEARINGS IN ACCORDANCE WITH LAW.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

(cf. 7140 - Architectural and Engineering Services)

(cf. 7210 - Facilities Financing)

Before acquiring property for a new school or an addition to an existing school site, the Board, ~~shall evaluate the property~~ at a public hearing, SHALL EITHER EVALUATE THE PROPERTY using state site selection standards SPECIFIED IN 5 CCR 14010 OR, IF A DISTRICT ADVISORY COMMITTEE WAS APPOINTED TO EVALUATE THE PROPERTY, RECEIVE THE COMMITTEE'S REPORT OF FINDINGS BASED ON THOSE STANDARDS. (Education Code 17211, 17251)

ENVIRONMENTAL IMPACT INVESTIGATION FOR THE SITE SELECTION PROCESS

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this act, INCLUDING ANY WEBSITE POSTING REQUIREMENTS. ~~whenever so required.~~ When evaluating District projects, the CEQA guidelines shall be used.

ENVIRONMENTAL REVIEW DOCUMENTS, INCLUDING A DRAFT ENVIRONMENTAL IMPACT REPORT, ENVIRONMENTAL IMPACT REPORT, NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION, AND PUBLIC NOTICE OF THE PREPARATION AND AVAILABILITY OF SUCH DOCUMENTS, SHALL BE POSTED ON THE DISTRICT'S WEBSITE. (Public Resources Code 21082.1, 21092, 21092.2)

SITE SELECTION AND DEVELOPMENT (cont.)**AGRICULTURAL LAND**

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. The District has notified and consulted with the city, county, or city and county within which the prospective site is to be located,
2. The Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land,
3. The District shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site.

~~The Superintendent or designee shall ensure that the District complies with the requirements of the School Facilities Program of 1998 (Proposition 1A) (Education Code 17070.10-17077.10)~~

Legal Reference:**EDUCATION CODE**

17006 Lease and Application for Replacing Inadequate School Facilities

17024 Prior Written Approval of School Site or Construction of Building

17070.10-17078.10 Leroy F. Greene School Facilities Act of 1998

17210-17224 General Provisions (School Sites)

17240-17245 New Schools Relief Act of 1979

17250.10-17250.50 Design-Build Contracts

17251-17253 Powers Concerning Buildings and Building Sites

17260-17268 Plans

17280 -17317 Approvals

17565-17592.5 Board Duties Re Management and Control of School Property

35271 Power to Acquire and Construct on Adjacent Property

35275 New School Planning and Design

CODE OF CIVIL PROCEDURE

1263.710-1263.770 Remediation of Hazardous Substances on Property to Be Acquired By School Districts

GOVERNMENT CODE

53094 Zoning Ordinances

65402 Acquisition or Disposition of Property

65995-65997 Developer Fees

66455.9 Potential Public School Sites; Notice; Investigation

HEALTH AND SAFETY CODE

44360 Health Risk Assessment

PUBLIC RESOURCES CODE

21000-21177 Implementation of Environment Quality Act

CODE OF REGULATIONS, TITLE 5

SITE SELECTION AND DEVELOPMENT (cont.)

14001-14036 General Standards for School Facilities

CODE OF REGULATIONS, TITLE 14

15000-15209 Guidelines for Implementation of the California Environmental Quality Act

ATTORNEY GENERAL OPINIONS

82 OPS.Cal.Atty. Gen. 130 (1999)

Chino Valley Unified School District

Policy adopted: November 2, 1995

Revised: September 18, 2008

REVISED:

SITE SELECTION AND DEVELOPMENT

~~The Chino Valley Unified School District wishes to ensure that when it selects a site for a future school, it selects the best possible site for the District within the parameters required by law. The following procedures and criteria shall provide a framework for future school site selection and development.~~

PROCEDURES

As part of the District's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)

(cf. 7131 - Relations with Local Agencies)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)
4. MAKE A WRITTEN ~~As necessary~~, request FOR information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.
6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law, INCLUDING POSTING REQUIRED NOTICES TO THE DISTRICT WEBSITE. (Public Resources Code 21000-21177)

SITE SELECTION AND DEVELOPMENT (cont.)

7. NOTIFY THE CALIFORNIA DEPARTMENT OF EDUCATION IN WRITING BEFORE ACQUIRING TITLE OR LEASING THE SITE if the proposed site is within two miles of the air line of an airport runway or proposed runway. ~~before acquiring title to or leasing the site, notify the California Department of Education (CDE) in writing.~~ (Education Code 17215)
8. ~~If the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor,~~ Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 ~~and determine that the air quality at IF the proposed site is WITHIN 500 FEET OF THE EDGE OF THE CLOSEST TRAFFIC LANE OF A FREEWAY OR OTHER BUSY TRAFFIC CORRIDOR AND DETERMINE THAT THE AIR QUALITY AT THE PROPOSED SITE IS such that neither short-term nor long-term exposure poses significant health risks to students.~~ (Education Code 17213)

~~THE SCHOOL FACILITIES PROGRAM OF 1998 (PROPOSITION 1A)~~

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment ~~(PEA)~~ is conducted as required by law. (Education Code 17213.1)

~~The Superintendent or designee shall ensure that the PEA is submitted to the CDE and Department of Toxic Substances Control (DTSC) for review. If hazardous substances are disclosed, and the DTSC orders the District to complete certain "response actions" prior to issuing state funding, the Board may elect to either take the actions necessary to secure state funding, or it may elect not to pursue the acquisition of the proposed site. (Education Code 17213.1)~~

The Superintendent or designee shall ensure that the ~~PEA~~ PRELIMINARY ENDANGERMENT ASSESSMENT is made available for public review and comment in accordance with Education Code 17213.1.

2. ~~Annually Ssubmit a~~ AN ANNUAL summary report of expenditures to the State Allocation Board in accordance with law. (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology. (Education Code 17077.10)

SITE SELECTION AND DEVELOPMENT (cont.)

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the District for Disabled Veteran Business Enterprises (DVBE). (Education Code 17076.11)

~~DISTRICT SITE CRITERIA~~

- ~~1. All sites selected shall be reasonably flat, rectangular or of a regular shape, with a minimum cut and fill and no maintainable slope area.~~
- ~~2. All sites should be contiguous to two city/county roadways in order to provide dual access to all future schools.~~
- ~~3. Selected sites shall be on land serviced by existing roadways, drainage systems and utility networks with all utilities stubbed to the future school site.~~
- ~~4. The site shall not be exposed to any inappropriate external hazards.~~
- ~~5. All future sites shall be planned to maximize the joint use concept, i.e. parks and recreation, community buildings and community resources.~~
- ~~6. The structure pad area shall be unaltered by any benching.~~
- ~~7. All developer dedicated future sites shall be rough-graded and conform to the natural terrain of the area prior to being accepted by the Chino Valley Unified School District.~~
- ~~8. The selected site shall not be located within two miles of an airport.~~
- ~~9. Sites should be avoided if they are determined to be biologically sensitive, archaeologically sensitive, or have known rare or endangered species.~~
- ~~10. Sites shall be located away from flood control channels, high water marks of flood plains, high tension lines and railroad tracks.~~
- ~~11. School sites shall not be placed in areas designated as industrial by general plan or zoning of cities or county within the school district boundaries.~~

SCHOOL SIZE

~~School size is determined by evaluating what is needed to provide an optimal learning environment while maximizing construction cost effectiveness.~~

~~Construction of new school buildings or modification of existing buildings shall be based on the following standards.~~

SITE SELECTION AND DEVELOPMENT (cont.)

~~K-6 Permanent buildings to house 600 (with capacity to permit expansion to 900): Minimum site acreage - 10 acres.~~

~~7-8 Permanent buildings to house 1000 (with capacity to permit expansion to 1500): Minimum site acreage - 20 acres.~~

~~9-12 Permanent buildings to house 2000 (with capacity to permit expansion to 3000): Minimum site acreage - 40 acres.~~

~~All new construction shall be planned for temporary school expansion of 50% if required by unexpected increases in student population. It is and remains the policy of this District not to exceed the site standard, absent unexpected growth, and compelling immediate student need.~~

~~Once a school site has been expanded to its maximum recommended site capacity, (900 per elementary school, 1500 per junior high school, and 3000 per high school) * additional enrollment may be accepted on a temporary basis and only after alternatives have been considered. As part of the process, a school housing mitigation plan will be submitted to the Superintendent. Components of the mitigation plan may include, but are not limited to, reduction or elimination of inter- and intra-District student transfers, capping enrollment at individual school sites and redirecting students to other campuses where space is available, adjustment of attendance boundaries, and/or implementation of year-round school, subject to approval by the Board.~~

~~*For multi-track, year-round schools, it is estimated that sites can accommodate a maximum of 25% additional enrollment above these numbers.~~

PERMANENT BUILDINGS

~~It is the Board of Education's policy to provide functional, structurally safe, and educationally sound buildings that are permanent, will complement the instructional program, and be financially viable for the District.~~

PORTABLES

~~Educationally sound and structurally safe temporary buildings of a portable type may be provided for the purpose of providing structural flexibility in the event of unexpected increases in enrollment.~~

Chino Valley Unified School District

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REVISED: