



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**December 15, 2022**

## **BOARD OF EDUCATION**

Donald Bridge  
Andrew Cruz  
Jonathan Monroe  
James Na  
Sonja Shaw

Maya King, Student Representative

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## **SUPERINTENDENT**

**Norm Enfield, Ed.D.**

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5130 Riverside Drive. Chino. California 91710  
[www.chino.k12.ca.us](http://www.chino.k12.ca.us)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**ORGANIZATIONAL MEETING OF THE BOARD OF EDUCATION**  
**5130 Riverside Drive, Chino, CA 91710**  
**4:00 p.m. – Closed Session • 6:00 p.m. – Organizational Meeting**  
**December 15, 2022**

**Agenda**

- The public is invited to address the Board of Education regarding items listed on the agenda. Comments on an agenda item will be 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 that have been distributed to members of the Board of Education less than 72 hours prior to the meeting are available for inspection at the Chino Valley Unified School District Administration Center, 5130 Riverside Drive, Chino, California, during the regular business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- Order of business is approximate and subject to change.

The meeting is live streamed on the District's YouTube channel at [https://www.youtube.com/channel/UCWKinB4PTb\\_uskobmwBF8pw](https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw)

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 4:00 P.M.**

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

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

- a. Conference with Real Property Negotiators (Government Code 54956.8): Property: APN #1017-231-34. Agency negotiator: Terry Tao, Esquire. Under negotiation: Terms and Price. (15 minutes)
- b. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Tao Rossini, APC) (30 minutes)
- c. Student Readmission Matters (Education Code 35146, 48916 (c)): Readmission Cases 21/22-04, 21/22-16, 21/22-20, 21/22-41, 21/22-49, 21/22-53, and 21/22-02. (35 minutes)
- d. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion Cases 22/23-17, 22/23-22, and 22/23-26. (20 minutes)
- e. Public Employee Appointment (Government Code 54957): Junior High School Principal. (5 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

**I.C. OATH OF OFFICE FOR BOARD MEMBERS**

**I.D. PRESENTATION**

1. Boys Republic: Della Robbia Wreath

The proceedings of this meeting are being recorded.

**I.E. ORGANIZATION OF BOARD**

**Election of Officers/Representatives**

1. President
2. Vice President
3. Clerk
4. Liaison–City of Chino
5. Liaison–City of Chino Hills
6. Liaison–City of Ontario
7. Liaison–Chino Valley Independent Fire District
8. Representative–County Committee on School District Organization
9. Representative–Chino Hills Parks and Recreation Commission
10. Two Representatives–Joint Meeting with the City of Chino
11. Two Representatives–Joint Meeting with the City of Chino Hills
12. Representative-Chamber of the Chino Valley
13. Representative and Alternate-Baldy View Regional Occupational Program Commission for a Term to Expire in December 2023

**I.F. BREAK FOR RECEPTION**

**I.G. COMMENTS FROM STUDENT REPRESENTATIVE**

**I.H. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

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

**I.J. CHANGES AND DELETIONS**

<p><b>II. ACTION</b></p>
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**II.A. ADMINISTRATION**

**II.A.1. 2023/2024 Board Meeting Calendar**  
 Page 9 Recommend the Board of Education approve the 2023/2024 Board meeting calendar.

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

**II.A.2. Nominations for California School Boards Association Delegate Assembly**  
 Page 11 Recommend the Board of Education nominate up to six (6) candidate(s) to the California School Boards Association Delegate Assembly.

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

**II.B. BUSINESS SERVICES**

**II.B.1. 2022/2023 First Interim Financial Report**  
Page 13 Recommend the Board of Education approve the 2022/2023 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

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

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

**II.C.1. Public Hearing to Receive Community Input on the Naming of Preserve School #2**  
Page 14 Recommend the Board of Education conduct a public hearing to receive community input on the naming of Preserve School #2.

Open Hearing \_\_\_  
Close Hearing \_\_\_

**II.D. HUMAN RESOURCES**

**II.D.1. Public Notice and Hearing Regarding the Associated Chino Teachers Initial Bargaining Proposal to the Chino Valley Unified School District for a Reopener Collective Bargaining Agreement Effective July 1, 2023**  
Page 15 Recommend the Board of Education give public notice and conduct a public hearing regarding the Associated Chino Teachers initial bargaining proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2023.

Open Hearing \_\_\_  
Close Hearing \_\_\_

**III. CONSENT**

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

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the Regular Meeting of November 17, 2022**  
Page 18 Recommend the Board of Education approve the minutes of the regular meeting of November 17, 2022.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**  
Page 24 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 25 Recommend the Board of Education approve/ratify the fundraising activities.

**III.B.3. Donations**

Page 28 Recommend the Board of Education accept the donations.

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

Page 31 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; and Margaret A. Chidester & Associates.

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

**III.C.1. Student Readmission Cases 21/22-02, 21/22-04, 21/22-16, 21/22-20, 21/22-41, 21/22-49, and 21/22-53**

Page 32

Recommend the Board of Education approve student readmission cases 21/22-02, 21/22-04, 21/22-16, 21/22-20, 21/22-41, 21/22-49, and 21/22-53.

**III.C.2. Student Expulsion Cases 22/23-17, 22/23-22, and 22/23-26**

Page 33

Recommend the Board of Education approve student expulsion cases 22/23-17, 22/23-22, and 22/23-26.

**III.C.3. School-Sponsored Trips**

Page 34

Recommend the Board of Education approve/ratify the following school-sponsored trips for: Wickman ES, Ayala HS, Chino HS, and Chino Hills HS.

**III.C.4. Adoption of the Master Plan for Multilingual Programs 2022/2023**

Page 36

Recommend the Board of Education adopt the Master Plan for Multilingual Programs 2022/2023.

**III.C.5. Memorandum of Understanding for a Joint Powers Authority or a County Office of Education for Participation in the Career Technical Education Incentive grant and K12 Strong Workforce Program Grant**

Page 37

Recommend the Board of Education approve the Memorandum of Understanding for a Joint Powers Authority or a County Office of Education for participation in the Career Technical Education Incentive Grant and K12 Strong Workforce Program Grant.

**III.C.6. Revision of Board Policy 5111 Students—Admission**

Page 41

Recommend the Board of Education approve the revision of Board Policy 5111 Students—Admission.

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

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

Page 46

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

- III.D.2. Agreements for Contractor/Consultant Services**  
Page 47 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.
- III.D.3. Resolution 2022/2023-23, 2022/2023-24, and 2022/2023-25, Authorization to Utilize Piggyback Contracts**  
Page 52 Recommend the Board of Education adopt Resolution 2022/2023-23, 2022/2023-24, and 2022/2023-25, Authorization to Utilize Piggyback Contracts.
- III.D.4. Notice of Completion for CUPCCAA Projects**  
Page 60 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.
- III.D.5. Award of CUPCCAA Bid No. 22-23-17I, District-Wide NFPA 72 Fire Alarm Testing**  
Page 62 Recommend the Board of Education award CUPCCAA Bid No. 22-23-17I, District-Wide NFPA72 Fire Alarm Testing to Tim & Alarm Systems.
- III.D.6. Award of Bid No. 22-23-12F, District-Wide Emergency Supply Replacement**  
Page 63 Recommend the Board of Education award Bid No. 22-23-12F, District-Wide Emergency Supply Replacement to More Prepared, LLC.
- III.D.7. Award of Bid No. 22-23-18F, New District Office Generator Installation**  
Page 64 Recommend the Board of Education award Bid No. 22-23-18F, New District Office Generator Installation to Mel Smith Electric.
- III.D.8. Award of Bid No. 22-23-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project**  
Page 65 Recommend the Board of Education award Bid No. 22-23-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project to Tricore Enterprises, Inc.
- III.D.9. Award of Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project**  
Page 67 Recommend the Board of Education award Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project to Tricore Enterprises, Inc.
- III.D.10. Rejection of Bid No. 22-23-21, Transportation Department Vehicles**  
Page 69 Recommend the Board of Education reject the bid received for Bid No. 22-23-21, Transportation Department Vehicles and authorize staff to re-bid the project.
- III.D.11. Request for Proposals No. 22-23-15, New District Office Furniture and Equipment**  
Page 70 Recommend the Board of Education award RFP NO. 22-23-15, New District Office Furniture and Equipment to Culver Newlin.

**III.E. HUMAN RESOURCES**

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

Page 71 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

**III.E.2. Student Teaching Agreements with Kansas State University and Western Governors University**

Page 78 Recommend the Board of Education approve the student teaching agreements with Kansas State University and Western Governors University.

**III.E.3. Student Fieldwork Agreement with Loma Linda University**

Page 90 Recommend the Board of Education approve the student fieldwork agreement with Loma Linda University.

**III.E.4. Student Internship Agreement with Loyola Marymount University**

Page 102 Recommend the Board of Education approve the student internship agreement with Loyola Marymount University.

<p><b>IV. INFORMATION</b></p>
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**IV.A. ADMINISTRATION**

**IV.A.1. Revision of Bylaws of the Board 9100—Organization**

Page 114 Board member Andrew Cruz recommends the Board of Education receive for information the revision of Bylaws of the Board 9100—Organization.

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

**IV.B.1. San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2021/2022 Annual Report**

Page 117 Recommend the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2021/2022 Annual Report.

**IV.B.2. Revision of Board Policy 6143 Instruction—Courses of Study**

Page 129 Recommend the Board of Education receive for information the revision of Board Policy 6143 Instruction—Courses of Study.

**IV.B.3. Revision of Board Policy 6146.1 Instruction—High school Graduation Requirements**

Page 135 Recommend the Board of Education receive for information the revision of Board Policy 6146.1 Instruction—High School Graduation Requirements.

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

**IV.C.1. Revision of Board Policy 3430 Business and Noninstructional Operations—District Investments**

Page 143

Recommend the Board of Education receive for information the revision of Board Policy 3430 Business and Noninstructional Operations—District Investments.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

**VI. ADJOURNMENT**

Date posted: December 9, 2022

Prepared 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:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: 2023/2024 BOARD MEETING CALENDAR**

=====

**BACKGROUND**

At the organizational meeting in December each year, the Board of Education adopts the Board meeting calendar. Attached is the proposed calendar for 2023/2024. Regular meetings are held on the first and/or third Thursdays of the month, unless otherwise indicated by an asterisk \*.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2023/2024 Board meeting calendar.

**FISCAL IMPACT**

None.

NE:pk

# Chino Valley Unified School District



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## 2023/2024 Board Meeting Calendar

July 20, 2023	Regular
August 17, 2023	Regular
September 7, 2023	Regular
September 21, 2023	Regular
October 5, 2023	Regular
October 19, 2023	Regular
November 16, 2023	Regular
December 14, 2023*	Organizational
January 18, 2024	Regular
February 1, 2024	Regular
February 15, 2024	Regular
March 7, 2024	Regular
March 21, 2024	Regular
April 18, 2024	Regular
May 2, 2024	Regular
May 16, 2024	Regular
June 6, 2024	Regular
June 20, 2024	Regular

Board of Education meetings are held the first and third Thursdays of the month (except where indicated by asterisk). The meetings will begin at 6:00 p.m. in the Board room at the District Service Center, Chino Valley Unified School District, 5130 Riverside Drive, Chino, unless otherwise posted. Additional meetings will be announced by the Board President on an as-needed basis.

Board approved: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: NOMINATIONS FOR CALIFORNIA SCHOOL BOARDS  
ASSOCIATION DELEGATE ASSEMBLY**

=====

**BACKGROUND**

The Delegate Assembly is the primary policy-making body of the California School Boards Association (CSBA). Delegates adopt the association’s platform, take positions on other critical issues that come before it, elect officers and directors, and adopt bylaw changes. Delegates serve as a two-way communications link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. Delegate assembly nominations within each geographic subregion or area must be made by member boards within the respective subregion or area. Each board may nominate as many individuals as it chooses; however, nominees must be members of CSBA member boards within the subregion or area and must have given permission to place his or her name into nomination. Members serve two-year terms beginning April 1, 2023. There are two required Delegate Assembly meetings each year. In 2023, the dates are May 20-21 and November 28–29. Nominations and biological sketch forms for Delegate assembly must be postmarked or emailed no later than January 7, 2023, without exception.

The Chino Valley Unified School District belongs to Subregion 16B, San Bernardino County. The present delegation includes the following six elected representatives whose terms are expiring in 2023:

- Tom Courtney (Lucerne Valley USD)
- Shari Megaw (Chaffey Joint Union HSD)
- Gabriel Stine (Victor ESD)
- Eric Swanson (Hesperia USD)
- Mondi Taylor (Etiwanda SD)
- Kathy Thompson (Central ESD)

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

**RECOMMENDATION**

It is recommended the Board of Education nominate up to six (6) candidate(s) to the California School Boards Association Delegate Assembly:

- 1) \_\_\_\_\_ 4) \_\_\_\_\_
- 2) \_\_\_\_\_ 5) \_\_\_\_\_
- 3) \_\_\_\_\_ 6) \_\_\_\_\_

**FISCAL IMPACT**

None.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: 2022/2023 FIRST INTERIM FINANCIAL REPORT**

=====

**BACKGROUND**

Pursuant to Education Code 42131, twice each year, the Board of Education must certify to the County Office of Education and the California Department of Education that the District can meet its financial obligations for the current and two subsequent fiscal years.

The First Interim Financial Report (submitted under separate cover) presents actual data as of October 31, 2022. This report must be approved and certified as positive, qualified, or negative by the Board of Education and submitted to the County Superintendent of Schools by December 15, 2022. The three certifications are defined as follows:

1. **A Positive Certification** means that a Local Education Agency (LEA) will meet its financial obligations for the current **and** two subsequent fiscal years.
2. **A Qualified Certification** means that an LEA may not meet its financial obligations for the current **or** two subsequent fiscal years.
3. **A Negative Certification** means that an LEA will not meet its financial obligations for the remainder of the fiscal year **or** for the subsequent fiscal year.

The First Interim Report is being presented to the Board of Education for approval with a positive certification.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the 2022/2023 First Interim Financial Report, and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

**FISCAL IMPACT**

Financial information presented for this First Interim Report reflects a balanced budget for fiscal years 2022/2023, 2023/2024, and 2024/2025.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE NAMING OF PRESERVE SCHOOL #2**

=====

**BACKGROUND**

On November 3, 2022, the Board of Education, in accordance with Board Policy 7310, Naming of Facilities, began the naming process of Preserve School #2.

1. Beginning November 4, 2022, the public was notified through the local news media, the District’s social media accounts, and the District website of a 30-day window to submit names, comments and recommendations on this request.
2. Upon the conclusion of the 30-day window, at the next regularly scheduled Board meeting, December 15, 2022, the Board shall hold a public hearing on the proposed names received and entertain public comments.
3. At the following, regularly scheduled Board meeting, January 19, 2023, the item shall come before the Board; the Board will again entertain public comments and take action on the item.

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 to receive community input on the naming of Preserve School #2.

**FISCAL IMPACT**

None.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Isabel Brenes, Ed.D., Director, Human Resources  
Eric Dahlstrom, Ed.D., Director, Human Resources  
**SUBJECT: PUBLIC NOTICE AND HEARING REGARDING THE ASSOCIATED CHINO TEACHERS INITIAL BARGAINING PROPOSAL TO THE CHINO VALLEY UNIFIED SCHOOL DISTRICT FOR A REOPENER COLLECTIVE BARGAINING AGREEMENT EFFECTIVE JULY 1, 2023**

=====

**BACKGROUND**

The present Collective Bargaining Agreement between the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.), will expire on June 30, 2025. Pursuant to Government Code Section 3547, A.C.T, gave notice to the District regarding its initial proposal for a reopener Collective Bargaining Agreement on December 2, 2022.

In accordance with Article 2.1 of the Collective Bargaining Agreement between the Chino Valley Unified School District and A.C.T., the Board is required to conduct a public hearing on the Association’s initial proposal to the District for the purpose of negotiating a reopener Agreement. A.C.T. is hereby announcing to the public its initial bargaining proposal for a reopener of the Collective Bargaining Agreement to be effective July 1, 2023. A.C.T. submits the following attachment.

**RECOMMENDATION**

It is recommended the Board of Education give public notice and conduct a public hearing regarding the Associated Chino Teachers initial bargaining proposal to the Chino Valley Unified School District for a reopener Collective Bargaining Agreement effective July 1, 2023.

**FISCAL IMPACT**

To be determined through the bargaining process and disclosed prior to any Board action being taken pursuant to Board Policy 4143.1 and Government Code 3547.5.

NE:RR:IB:ED:mcm



Associated Chino Teachers  
Brenda Walker, President

**TO:** Norm Enfield, Ed. D., Superintendent  
Grace Park, Ed D., Associate Superintendent of CIIS  
Richard Rideout, Assistant Superintendent, Human Resources  
Chino Valley Unified School District

**FROM:** Brenda Walker, President  
Kelly Larned, Vice President and Bargaining Chairperson  
Associated Chino Teachers

**SUBJECT:** 2023-24 Reopener Proposal to the 2022-25 Master Collective Bargaining Agreement between the Associated Chino Teachers/CTA/NEA and the Chino Valley Unified School District.

**DATE:** December 2 , 2022

As required under the provisions of Educational Employment Relations Act, § 3547, and other applicable codes and statutes governing the collective bargaining process in the State of California, the Associated Chino Teachers/CTA/NEA hereby submits the following proposals for modification(s) of the Master Collective Bargaining Agreement between the Associated Chino Teachers/CTA/NEA and the Chino Valley Unified School District: The Association is providing notice to the Chino Valley Unified School District regarding its initial bargaining proposal for the Successor Collective Bargaining Agreement and submits the following:

**Article 17: Compensation and Health and Welfare Benefits**

The Association proposes language to address compensation and medical benefit changes.

**Article 23: Progressive Discipline**

The Association proposes a new article to the Collective Bargaining Agreement to address language that will formalize an appropriate and progressive disciplinary process for unit members.

**Article 24: Special Education**

The Association proposes a new article to the Collective Bargaining Agreement to address Special Education services.





Associated Chino Teachers  
Brenda Walker, President

**Psychologists, Behavioral Health Counselors and Behavioral Intervention Counselors:**

The Association will continue negotiations integrating these three groups into the Collective Bargaining Agreement.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**November 17, 2022**

**MINUTES**

<b>I. OPENING BUSINESS</b>
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**I.A. CALL TO ORDER – 5:30 P.M.**

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, November 17, 2022, at 5:30 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

Richard Rideout, Assistant Superintendent, Human Resources

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 5:30 p.m. regarding student discipline matters.

**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 5:30 p.m. to 5:36 p.m. regarding student discipline matters. No action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board member Joe Schaffer.

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

Maya King, student representative, acknowledged those who have served or are currently serving the country; thanked students for speaking at the last meeting; spoke about the Biomedical Science and Technology Academy at Chino HS; said two students attended the Student Advisory Board of Education hosted by CASC; provided an update from Tuesday's Student Advisory Council meeting; and wished everyone a happy Thanksgiving.

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

Brenda Walker, A.C.T. President, extended appreciation to departing Board member Joe Schaffer; and wished everyone a happy Thanksgiving.

Danny Hernandez, CSEA President, thanked departing Board member Joe Schaffer for his service; wished everyone a relaxing Thanksgiving; and spoke about his negative encounter with a Chino Hills HS administrator.

Barbara Bearden, CHAMP President, reflected on gratitude and for what she is grateful; thanked departing Board member Joe Schaffer for his service; and wished everyone a happy Thanksgiving.

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

The following individuals addressed the Board: Rey Alexander, Max Ibarra, and Leila Maleki regarding student rights; Cynthia Moran regarding Joe Schaffer's departure from the Board; Kristi Hirst, Darlene Berg, and Abe Dyk in appreciation of departing Board members Gagnier and Schaffer; Misty regarding union control over boards of education; Virginia Renteria regarding Board cleanup; Mike Kreeger announced the December 14 Make a Child Smile program, and thanked departing Board members Gagnier and Schaffer for their service; Sonja Shaw regarding the public having access to restrooms where students change; Naomi Minogue and Michael Apolinar regarding Board appreciation; Kim Grapentin regarding the DA pressing charges against students who assaulted her daughter; and Mindy Sham regarding school safety concerns for her children.

**I.F. CHANGES AND DELETIONS**

The following change was read into the record: Item II.D.5., Award of Bid No. 22-23-07F, Eagle Canyon ES Alterations—Bid Package 31-01, under Bid Package, corrected the word *biles* to read *piles*.

<b>II. CONSENT</b>
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Darlene Berg addressed the Board regarding drag queen bingo fundraiser. Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent items, as amended. Student representative voted yes.

**II.A. ADMINISTRATION****II.A.1. Minutes of the November 3, 2022 Regular Meeting**

Approved the minutes of the November 3, 2022 regular meeting.

**II.A.2. Establishment of Date and Time for Annual Organizational Meeting**

Established December 15, 2022, at 6:00 p.m. as the annual organizational meeting of the Chino Valley Unified School District Board of Education.

**II.A.3. Resolution 2022/2023-22, Board Compensation for James Na for November 3, 2022 Missed Meeting**

Adopted Resolution 2022/2023-22, Board Compensation for James Na for November 3, 2022 Missed Meeting.

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

Approved/ratified the warrant register.

**II.B.2. Fundraising Activities**

Approved/ratified the fundraising activities.

**II.B.3. Donations**

Accepted the donations.

**II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****II.C.1. Student Expulsion Cases 22/23-18 and 22/23-01A**

Approved student expulsion cases 22/23-18 and 22/23-01A.

**II.C.2. School Sponsored Trips**

Approved/ratified the school-sponsored trip for Chaparral ES.

**II.C.3. Revision of Board Policy 6161.1 Instruction—Selection and Evaluation of Instructional Materials**

Approved the revision of Board Policy 6161.1 Instruction—Selection and Evaluation of Instructional Materials.

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

**II.D.1. Purchase Order Register**

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

**II.D.3. Resolution 2022/2023-21, Authorization to Utilize a Piggyback Contract**

Adopted Resolution 2022/2023-21, Authorization to Utilize a Piggyback Contract.

**II.D.4. Notice of Completion for CUPCCAA Projects**

Approved the Notice of Completion for CUPCCAA Projects.

**II.D.5. Award of Bid No. 22-23-07F, Eagle Canyon ES Alterations—Bid Package 31-01**

Awarded Bid No. 22-23-078F, Eagle Canyon ES Alterations—Bid Package 31-01 to Keller North America, Inc.

**II.D.6. Correction to Award of Bid No. 22-23-08F, Preserve II School—New Construction BP 03-01**

Approved the correction to award of Bid No. 22-23-08F, Preserve II School – New Construction to Bogh Engineering for BP 03-01 Concrete (Structural & Site), Reinforcing Steel & Masonry.

**II.D.7. Award of Bid No. 22-23-13F, Chino Valley Adult School—Construction Technology Building**

Awarded Bid No. 22-23-13F, Chino Valley Adult School—Construction Technology Building to W.D. Gott Construction Co.

**II.D.8. Award of Bid No. 22-23-14, District White Fleet Vehicles**

Awarded Bid No. 22-23-14, District White Fleet Vehicles—Chevrolet to M.K. Smith Chevrolet.

**II.D.9. Change Order for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01)**

Approved the Change Order for Bid No. 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 02-01).

**II.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

**II.E.2. Rejection of Claims**

Rejected the claims and referred them to the District's insurance adjuster.

**III. INFORMATION**

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

**III.A.1. Revision of Board Policy and Administrative Regulation 5111 Students—Admission**

Received for information the revision of Board Policy and Administrative Regulation 5111 Students—Admission.

**III.A.2. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2022/2023**

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools First Quarterly Report 2022/2023.

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

**III.B.1. Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2021/2022**

Received for information and filed the Community Facilities District 4 (College Park) Special Tax Accountability Report for Fiscal Year 2021/2022.

**III.B.2. Revision of Board Policy 3430 Business and Noninstructional Operations—District Investments**

Received for information the revision of Board Policy 3430 Business and Noninstructional Operations—District Investments.

**IV. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Joe Schaffer thanked the community for the opportunity to serve during the last four years.

Don Bridge attended the November 8 Veterans Day ceremony at Howard Cattle ES; attended the groundbreaking ceremony for the second elementary school at the Preserve; congratulated the marching conquistadors of Don Lugo HS for taking first place in the 1A Division of the Western Band Association regional championships;

congratulated Chino HS football team for winning a first round CIF game and Ayala HS's football team for making playoffs; congratulated Don Lugo HS's boys' water polo team for making CIF Division 5 finals against San Dimas; said winter sports season is underway and wished those sports successful seasons; said several students from Chino Hills HS and Ayala HS signed letters of intent on National Signing Day for sports other than football; thanked Mr. Schaffer and Mrs. Gagnier for their service and is looking forward to next month with the incoming Board; and wished everyone a wonderful Thanksgiving.

Andrew Cruz said that Make a Child Smile is a beautiful program; requested that an action item be placed on the next agenda to restore Board rotation; and expressed that the next four years will be amazing, and extended Thanksgiving wishes.

James Na thanked audience members for attending the meeting; thanked Joe Schaffer for his service; thanked Mrs. Gagnier's husband for attending the meeting to show appreciation and support for his wife; said he attended the Preserve School 2 groundbreaking ceremony; said he, Board member Cruz, and Board members elect Shaw and Monroe attended a Don Lugo HS basketball fundraiser with Chino PD officers; asked Superintendent Enfield to look into the Ayala HS swimming pool situation so students have a place to dress for safety; and wished everyone a happy Thanksgiving.

Superintendent Enfield thanked Mrs. Gagnier for her service on the Board of Education; and wished everyone a happy Thanksgiving.

President Gagnier spoke about her reasons for becoming involved in governance; said she was blessed to have been elected to the Board in 2018 and that it has been her privilege to serve the community; thanked Mr. Schaefer for his service and support to education; thanked Mr. Bridge for being an invaluable resource and for his experience as a teacher; expressed gratitude to Superintendent Enfield for his professionalism and support; said she hopes everyone can commit to students feeling valued; and thanked the community for allowing her the opportunity to serve.

**V. ADJOURNMENT**

President Gagnier adjourned the regular meeting of the Board of Education at 7:08 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: WARRANT REGISTER**

=====

**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$9,370,940,13 to all District funding sources.

NE:SHC:LP:if



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: FUNDRAISING ACTIVITIES**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

None.

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 15, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Glenmeade ES</u></b>		
PTA	World's Finest Chocolate	11/16/22 - 5/26/23
<b><u>Marshall ES</u></b>		
ASB - 5th Grade	Smencils	1/9/23 - 1/20/23
ASB - 5th Grade	Valentine Candy Grams	1/30/23 - 2/10/23
PTO	Spring Catalog Sales	3/2/23 - 3/17/23
PTO	Ultra Fun Run	4/3/23 - 4/20/23
<b><u>Rhodes ES</u></b>		
PEP Club	Mountain Mike's Pizza (RATIFY)	11/29/22
PEP Club	Archibald's Family Fun Night	1/13/23
PEP Club	Think n Local	1/13/23 - 1/27/23
<b><u>Rolling Ridge ES</u></b>		
ASB - 6th Grade	Raising Cane's Family Night Out	12/19/22
<b><u>Ayala HS</u></b>		
ASB - Key Club	Panera Bread	11/30/22
ASB - Boys' Basketball	Tournament Door Entry Fee	12/5/22 - 12/10/22
ASB - Boys' Basketball	Tournament Concessions	12/5/22 - 12/10/22
ASB - Leadership	CPK Dine Out	12/7/22
Girls' Water Polo Boosters	Kripsy Kreme	12/16/22 - 3/10/23
Girls' Water Polo Boosters	Snack Shack	12/18/22 - 2/16/23
Girls' Water Polo Boosters	Sponsorships	12/18/22 - 2/16/23
ASB - Leadership	World's Finest Chocolate	1/4/23 - 1/27/23
ASB - Amnesty	7 Leaves	1/6/23
ASB - Leadership	Family Movie Night	1/6/23
ASB - Fashion Club	House of Style Resale	1/10/23 - 1/12/23
Girls' Water Polo Boosters	Panera Bread	1/11/23
Girls' Water Polo Boosters	Flapjack Breakfast	1/28/23
ASB - Leadership	Valentine Grams	1/30/23 - 2/8/23
ASB - Leadership	Winter Carnival	2/3/23
Girls' Water Polo Boosters	Chipotle	2/6/23
Spirit Boosters	Chick-fil-A	3/1/23 - 5/31/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 15, 2022**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Chino HS</u></b>		
Sports Boosters	Cowboys Pancake Breakfast	1/8/23
Sports Boosters	Raising Cane's	1/12/23
<b><u>Chino Hills HS</u></b>		
General Boosters - Baseball	Think n Local	12/16/22 - 1/4/23
General Boosters - Softball	Think n Local	12/16/22 - 1/15/23
ASB - DECA	Think n Local	12/16/22 - 1/15/23
ASB - Wrestling	Snap! Raise	12/16/22 - 1/16/23
ASB - HSA	Snap! Raise	12/16/22 - 1/17/23
General Boosters - Baseball	Banner Sponsors	12/20/22 - 1/15/23
General Boosters - Baseball	Spirit Wear	12/20/22 - 1/15/23
ASB - Asian Culture	ACR T-Shirt Sales	1/3/23 - 1/17/23
ASB - General	My Delight Cupcakes	1/6/23
General Boosters - Baseball	Blast	1/6/23 - 5/5/23
General Boosters - Baseball	Youth Clinic	1/7/23
Music Boosters	Chipotle Family Dinner Night	1/18/23
General Boosters - Baseball	Concessions	2/11/23 - 4/28/23
General Boosters - Baseball	Think n Local	3/1/23 - 3/31/23
<b><u>Don Lugo HS</u></b>		
ASB - Boys' Basketball	Think n Local	12/18/22 - 1/17/23

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services  
Liz Pensick, Director, Fiscal Services  
**SUBJECT: DONATIONS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education accept the donations.

**FISCAL IMPACT**

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

NE:SHC:LP:if

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 15, 2022**

<u>DEPARTMENT/SITE</u> <u>DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE</u> <u>VALUE</u>
<b><u>Rolling Ridge ES</u></b>		
Flores-Chatfield & Chatfield, Inc.	Target Gift Cards Razor Scooter Toy Drone	\$115.00
<b><u>Canyon Hills JHS</u></b>		
Charlie & Eileen Sim	Cash	\$10.00
Ninfa Landeros	Cash	\$20.00
Helen Araneta Hegle	Cash	\$25.00
Michael & Cheryl Chaix	Cash	\$25.00
Robert & Debra Rosenzweig	Cash	\$25.00
Jae Yoon Lee & Euna Choi	Cash	\$30.00
Bonnie Strand	Cash	\$35.00
Tommy Mo	Cash	\$40.00
Bing Hu	Cash	\$50.00
George & Leticia Rojas	Cash	\$50.00
Yung Feng, Michael Tsai, Michelle Hssu	Cash	\$50.00
Anthony & Wanda Calime	Cash	\$55.00
Gabriel & Georgina Maldonado	Cash	\$55.00
Michael & Vivian Mora	Cash	\$55.00
Jeffrey & Lala Lee	Cash	\$60.00
Kenneth & Jenny Lyn	Cash	\$60.00
Kristine Reyes	Cash	\$70.00
Khan Lau & Loretta Ng-Lau	Cash	\$75.00
Brittney Strand	Cash	\$80.00
Jessica Respicio	Cash	\$80.00
Larry & Claudia Valleroy	Cash	\$100.00
Amy Gener	Cash	\$155.00
Yen-Fu Chen & Tan-Hui Lin	Cash	\$155.00
Jennifer & Stephen Munroe	Cash	\$160.00
Magnolia Stiers	Cash	\$200.00
Mod Design Build, Inc.	Cash	\$200.00
Peiwen Chen Liu	Cash	\$200.00
Amanda & Robert Carr	Cash	\$220.00
Anna & Jong Lee	Cash	\$220.00
Bei Zhang	Cash	\$220.00
Billy & Mary Yim	Cash	\$220.00

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**December 15, 2022**

<u>DEPARTMENT/SITE</u> <u>DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE</u> <u>VALUE</u>
<b><u>Canyon Hills JHS (cont.)</u></b>		
Frances Ventura	Cash	\$220.00
Hongmei You	Cash	\$220.00
Keng Chung Cheng & Hsuan-Hua Liu	Cash	\$220.00
May Jocson Evangelista	Cash	\$220.00
Peter Casaba & Maria Csabane	Cash	\$220.00
Shirley Chia-Wen Hsu & Jerry Mao	Cash	\$220.00
Yi-Wei Liu	Cash	\$220.00
Yu-Ying Chao & Yu-Min Lin	Cash	\$220.00
Jeffrey & Lala Lee	Cash	\$350.00
Christina Rouw	Cash	\$355.00
Charles & Sunny Cha	Cash	\$400.00
Eddie Cheung & Lingling Lu	Cash	\$400.00
Liang Yun & Na Li	Cash	\$400.00
Michael Mora	Cash	\$400.00
Ricardo & Diana Lopez	Cash	\$400.00
Clifton Hsu & Chia-Hui Lee	Cash	\$440.00
Melanie & Justin Rash	Cash	\$440.00
Rodrigo & Sylvia Rivas	Cash	\$440.00
Mark & Viara Agars	Cash	\$450.00
Jenna Hayoun Moon & Steve Lim	Cash	\$500.00
Cecilia Lam Tran	Cash	\$662.00
<b><u>Chino HS</u></b>		
Gente Organizada	Cash	\$200.00
<b><u>Don Lugo HS</u></b>		
Upland Optical Service	Cash	\$100.00
Brenda Scott Chevron	Cash	\$200.00
California Arbor Care, Inc.	Cash	\$200.00
Debbie's Old Fashioned Donuts	Cash	\$200.00
Michael Gomez	Cash	\$200.00
The Robert J. Rohrer Family Trust	Cash	\$200.00
Regal Packaging, Inc.	Cash	\$400.00
American Farm Bottle Company, LLC	Cash	\$1,050.00

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: LEGAL SERVICES**

=====

**BACKGROUND**

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

FIRM	MONTHS	INVOICE AMOUNTS	2022/2023 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	October	\$11,991.44	\$ 94,937.53
Margaret A. Chidester & Associates	October	\$18,305.13	\$ 57,148.63
Tao Rossini, APC	-	-	\$ 5,903.75
Fagen, Friedman & Fulfroost	-	-	-
	<b>Total</b>	\$30,296.57	\$157,989.91

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$30,296.57 to the General Fund.

NE:SHC:LP:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stephanie Johnson, Director, Student Support Services

**SUBJECT: STUDENT READMISSION CASES 21/22-02, 21/22-04, 21/22-16, 21/22-20, 21/22-41, 21/22-49, AND 21/22-53**

=====

**BACKGROUND**

Administrative Regulation 5144.1 Students – Suspension and Expulsion/Due Process Readmission after Expulsion state:

- The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student’s rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met.
- School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
- The Superintendent or designee shall transmit their recommendation regarding readmission to the Board. The Board shall consider this recommendation, in closed session, if information disclosed would be in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

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

**RECOMMENDATION**

It is recommended the Board of Education approve student readmission cases 21/22-02, 21/22-04, 21/22-16, 21/22-20, 21/22-41, 21/22-49, and 21/22-53.

**FISCAL IMPACT**

None.

NF:LF:SJ:jg



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stephanie Johnson, Director, Student Support Services

**SUBJECT: STUDENT EXPULSION CASES 22/23-17, 22/23-22, AND 22/23-26**

=====

**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 22/23-17, 22/23-22, and 22/23-26.

**FISCAL IMPACT**

None.

NE:LF:SJ:jg

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Wickman ES Event: 6 <sup>th</sup> Grade Science Camp Place: Twin Peaks, CA Chaperone: 107 students/11 chaperones	January 10-13, 2023	Cost: \$344.00 per student Funding Source: Parents
Site: Ayala HS Event: Wrestling Tournament Place: Camarillo, CA Chaperone: 13 students/3 chaperones	December 9-10, 2022	Cost: \$100.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Wrestling Tournament Place: Roseville, CA Chaperone: 4 students/3 chaperones	December 15-17, 2022	Cost: \$100.00 per student Funding Source: Parents and fundraising

Site: Ayala HS Event: San Diego Water Polo Trip Place: Chula Vista, CA Chaperone: 18 students/4 chaperones	January 5-7, 2023	Cost: \$170.00 per student Funding Source: Parents
Site: Ayala HS Event: 2023 National Dance Team Championship Place: Kissimmee, FL Chaperone: 10 students/2 chaperones	February 2-6, 2023	Cost: \$1,035.00 per student Funding Source: Parents and fundraising
Site: Ayala HS Event: Bandon Dunes Boys Golf Invitational Match Play Place: Bandon Dunes, OR Chaperone: 6 students/2 chaperones	April 4-8, 2023	Cost: \$400.00 per student Funding Source: Parents and fundraising
Site: Chino HS Event: Tarkanian Classic Place: Las Vegas, NV Chaperone: 10 students/2 chaperones	December 18-22, 2022	Cost: \$600.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: USA Spirit Nationals Place: Anaheim, CA Chaperone: 48 students/6 chaperones	February 24-26, 2023	Cost: \$500.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Choir Performance Tour Place: Honolulu, HI Chaperone: 31 students/6 chaperones	March 23-27, 2023	Cost: \$2,175.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Hospitality Around The World Place: Lake Buena Vista, FL Chaperone: 20 students/3 chaperones	April 21-24, 2023	Cost: \$1,700.00 per student Funding Source: Parents and fundraising

## **FISCAL IMPACT**

None.

NE:LF:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
Stacy Ayers-Escarcega, Ed.D., Director, Access & Equity  
**SUBJECT: ADOPTION OF THE MASTER PLAN FOR MULTILINGUAL PROGRAMS 2022/2023**

=====

**BACKGROUND**

The Master Plan for Multilingual Programs is designed to provide a framework for instruction for English Learners and Target Language Learners. It is provided to acquaint teachers, administrators, and parents with federal, state, and District policies, as well as programs, resources, and staff/parent development opportunities. The Master Plan includes guidelines for all staff. The plan contains two sections: (1) English Learners Master Plan and (2) Dual Language Immersion Master Plan.

The plan must be annually reviewed and revised as needed to ensure it is in alignment with all legislative and/or programmatic changes. The plan has been revised to align with the guidance of Federal Program Monitoring. The plan includes language clarification and procedures to opt-out of English Learner programs. The plan also includes the proposed reclassification criteria for the 2022/2023 school year and program guidance for the new Dual Language Immersion Mandarin program. This plan was reviewed by a committee of educational partners, including parents from the District English Learner Advisory Committee and Dual Language Immersion Leadership Team. The draft Master Plan for Multilingual Programs 2022/2023 is provided under separate cover.

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

**RECOMMENDATION**

It is recommended the Board of Education adopt the Master Plan for Multilingual Programs 2022/2023.

**FISCAL IMPACT**

None.

NE:LF:SA:gks

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: MEMORANDUM OF UNDERSTANDING FOR A JOINT POWERS AUTHORITY OR A COUNTY OFFICE OF EDUCATION FOR PARTICIPATION IN THE CAREER TECHNICAL EDUCATION INCENTIVE GRANT AND K12 STRONG WORKFORCE PROGRAM GRANT**

=====

**BACKGROUND**

On April 2, 2015, through a joint powers agreement, Chino Valley Unified School District and Baldy View Regional Occupational Program (BVROP) agreed on a funding model to provide for career technical education programs and services for secondary students.

This Memorandum of Understanding (MOU) was established to assist multiple Local Educational Agencies in their regional area to provide a more comprehensive Career Technical Education program offering to more students. The MOU is comprised of the member districts, Chaffey Joint Union High School District, Chino Valley Unified School District, Claremont Unified School District, Upland Unified School District, and Baldy View Regional Occupational Program.

The MOU will give authority for the member districts to begin the application and grant writing process. The MOU will become effective upon Board approval of each of the participating districts and will extend through the duration of the State Career Technical Education Incentive Grant funding and K12 Strong Workforce Grant, or until revised or disbanded by the participating LEAs.

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the Memorandum of Understanding for a Joint Powers Authority or a County Office of Education for participation in the Career Technical Education Incentive Grant and K12 Strong Workforce Program Grant.

## **FISCAL IMPACT**

An estimated increase as determined at the time of grant award notification.

NE:GP:JAR:wrg

Memorandum of Understanding (MOU)  
for a Joint Powers Authority OR a County Office of Education  
for participation in the Career Technical Education Incentive Grant (CTEIG) and K12  
Strong Workforce Program Grant (K12 SWP)

Check ONE:       Joint Powers Authority (JPA)       County Office of Education (COE)

Names of Participating Local Educational Agencies (LEAs):

Chaffey Joint Union High School District	Chino Valley Unified School District
Claremont Unified School District	Upland Unified School District
Baldy View Regional Occupational Program	

This MOU was established to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to more students. The MOU is comprised of the LEAs listed above. This agreement will become effective upon receipt of this document by the California Department of Education (CDE) and the California Community Colleges Chancellor’s Office (CCCCO) with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will extend through the duration of the state CTEIG and K12 SWP program, or until revised or disbanded by the participating LEAs.

For JPA’s:

1. As the administrative agency for the JPA, Baldy View Regional Occupational Program will receive and administer the JPA’s allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE) and the California Community Colleges Chancellor’s Office (CCCCO). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent’s request for information and data.
2. Each member of the JPA will allocate the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA’s CTE programs to determine funding for specific CTEIG and K12 SWP funding structures. The JPA will report only those students’ ADA that the member has allocated for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or allocating of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071(c)(10)(B)(i-v) and EC 88827.

Each member of the MOU and the JPA fiscal agent will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071.

In accordance with the CTEIG program, EC Section 53070 (b) Of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the

time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive.

Each member of the MOU and the JPA fiscal agent will sign all grant assurances and comply with all requirements as a grant recipient for the K12 SWP funding, as outlined in EC Section Title 3, Division 7, Part 54.5 [88820-88833].

In accordance with the K12 SWP program, EC Section 88827 regional funding distribution is based on average attendance (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive.

Applicable for both CTEIG and K12 SWP: for any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers' authority, or of any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.

No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

Baldy View Regional Occupational Program may claim indirect costs incurred based on the approved state rate.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees to the conditions set forth in this Memorandum of Understanding:

Chaffey Joint Union High School District		
LEA Name	Authorized Signature	Date
Chino Valley Unified School District		
LEA Name	Authorized Signature	Date
Claremont Unified School District		
LEA Name	Authorized Signature	Date
Upland Unified School District		
LEA Name	Authorized Signature	Date
Baldy View Regional Occupational Program		
LEA Name	Authorized Signature	Date



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

**PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum,  
Instruction, Innovation, and Support  
Luke Hackney, Director, Elementary Curriculum and Instruction

**SUBJECT: REVISION OF BOARD POLICY 5111 STUDENTS – ADMISSION**

=====

**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 5111 Students – Admission is being updated to admit students who are eligible for transitional kindergarten and clarify that a student’s residence is a location within the District that may be verified as part of school admission requirements. This item was presented to the Board on November 17, 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 5111 Students – Admission.

**FISCAL IMPACT**

None.

NE:GP:LH:rtr

## ADMISSION

The Board of Education encourages the enrollment and appropriate placement of all ~~school-aged students~~ CHILDREN WHO ARE ELIGIBLE FOR ENROLLMENT in school. All ~~students residing within the District shall have access to District schools. Immigrant students shall not be denied admission on the basis of citizenship or legal resident status. Homeless/foster students shall be admitted with or without a permanent address.~~ The Superintendent or designee shall inform parents/guardians of ~~students~~ CHILDREN seeking admission to a District school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 5111.1 - District Residency)  
 (cf. 5111.11 - Residency of Students with Caregiver)  
 (cf. 5111.12 - Residency Based on Parent/Guardian Employment)  
 (cf. 5111.13 - Residency for Homeless Children)  
 (cf. 5119 - Students Expelled from Other Districts)  
 (cf. 5125 - Student Records)  
 (cf. 5141.22 - Infectious Diseases)  
 (cf. 5141.3 - Health Examinations)  
 (cf. 5141.31 - Immunizations)  
 (cf. 5141.32 - Health Screening for School Entry)  
 (cf. 6173 - Education for Homeless Children)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6173.2 - Education of Children of Military Families)

## VERIFICATION OF ADMISSION ELIGIBILITY

Before enrolling any ~~student~~ CHILD in a District school, the Superintendent or designee shall verify ~~student~~ CHILD's age, residency WITHIN THE DISTRICT, immunization, and other applicable eligibility criteria specified in law, THE ACCOMPANYING ADMINISTRATIVE REGULATION, and OR other applicable Board policies or administrative regulations.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 5111.1 - District Residency)  
 (cf. 5125 - Student Records)  
 (cf. 5141.3 - Health Examinations)  
 (cf. 5141.31 - Immunizations)  
 (cf. 5141.32 - Health Screening for School Entry)

The District shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or student's family members. (Education Code 234.7, 49076.7)

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 5145.13 - Response to Immigration Enforcement)

**ADMISSION (cont.)**

(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process AND THE SUPERINTENDENT OR DESIGNEE SHALL EXPLAIN THE LIMITED PURPOSE FOR WHICH THE INFORMATION IS COLLECTED. Enrollment in a district school shall not be denied on the basis of any such information of the student or student's parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the District.

School registration information shall list all possible means of documenting a student CHILD's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the District shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a student CHILD of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or the student's AN inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6173.2 - Education of Children of Military Families)  
 (cf. 6173.3 - Education for Juvenile Court School Students)

~~All resident students who are enrolling in the school in their attendance area or in another district school shall be subject to the timelines established by the Board in BP/AR 5116.1 Student — Intradistrict Open Enrollment. Nonresident students may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.~~

(cf. 5116.1 - Intradistrict Open Enrollment)  
 (cf. 5117 - Interdistrict Attendance)  
 (cf. 5118 - Open Enrollment Act Transfers)

~~The Superintendent or designee may admit to the ninth grade only those students who have promoted from eighth grade or who are recommended in writing by their eighth-grade principal as capable of profiting from high school instruction.~~

## **ADMISSION (cont.)**

(cf. 5123 - Promotion/Acceleration/Retention)

### **Legal Reference:**

#### EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status  
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten  
46600 Agreements for admission of students desiring interdistrict attendance  
48000 Minimum age of admission (kindergarten)  
48002 Evidence of minimum age required to enter kindergarten or first grade  
48010 Minimum age of admission (first grade)  
48011 Admission from kindergarten or other school; minimum age  
48050-48053 Nonresidents  
48200 Children between ages of 6 and 18 years (compulsory full-time education)  
48350-48361 Open Enrollment Act  
48645.5 Enrollment of former juvenile court school students  
48850-48859 Educational placement of homeless and foster youth  
49076 Access to records by persons without written consent or under judicial order  
49076.7 Student records; data privacy; social security numbers  
49408 Information of use in emergencies  
49700-49703 Education of children of military families

#### HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable diseases  
121475-121520 Tuberculosis tests for students

#### CODE OF REGULATIONS, TITLE 5

Promotion from kindergarten to first grade  
Admission to high school

#### CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

#### CIVIL CODE, TITLE 51

Unruh Civil Rights

#### CODE OF CIVIL PROCEDURE, TITLE 1002.7

Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery

### **Management Resources:**

#### CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATION

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

#### CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

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

#### COURT DECISION

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

#### U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

**ADMISSION (cont.)**

WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)

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

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

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

U.S. Department of Education, Office for Civil Rights: [www2.ed.gov/ocr](http://www2.ed.gov/ocr)

**Chino Valley Unified School District**

Policy adopted: January 23, 1997

Revised: May 7, 2009

Revised: January 17, 2013

Revised: August 20, 2020

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: PURCHASE ORDER REGISTER**

=====  
**BACKGROUND**

Board Policy 3310 Business and Noninstructional Operations – Purchasing requires approval/ratification of purchase orders by the Board of Education. A purchase order is a legal contract between a district and vendor, containing a description of each item listed and/or a statement to the effect that supplies, equipment or services furnished herewith shall be in accordance with specifications and conditions.

Purchase orders represent a commitment of funds. No item on this register will be processed unless within budgeted funds. The actual payment for the services or materials is made with a warrant (check) and reported on the warrant register report.

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$284,273.73 to all District funding sources.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

As indicated.

NE:GJS:AGH:pw

<b>SUPERINTENDENT</b>	<b>FISCAL IMPACT</b>
<p><b>S-2223-008 Sprout Social, Inc.</b>            To provide social media management to optimize social media publishing, analytics, and engagement across District profiles.            Submitted by: Communications            Duration of Agreement: October 31, 2022 - October 29, 2023</p>	<p>Contract amount: \$2,700.00            Funding source: General Fund</p>
<p><b>S-2223-009 Constant Contact, Inc.</b>            To provide communications platform for sending out newsletters, notices, public materials, and Board of Education meeting highlights.            Submitted by: Communications            Duration of Agreement: January 1, 2023 - January 1, 2024</p>	<p>Contract amount: \$663.00            Funding source: General Fund</p>

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<p><b>CIIS-2223-119 Solution Tree.</b>            To provide speaker Sarah Schuhl to disseminate information on the topic of Mathematics at Work on January 17, 2023, January 18, 2023, May 1, 2023, and May 2, 2023.            Submitted by: Curriculum, Instruction, Innovation, and Support            Duration of Agreement: December 16, 2022 - June 30, 2023</p>	<p>Contract amount: \$28,400.00            Funding source: Title II</p>
<p><b>CIIS-2223-120 LocknCharge.</b>            To provide Cloud based license renewal for student tablet administration.            Submitted by: Technology            Duration of Agreement:            December 6, 2022 - December 5, 2023</p>	<p>Contract amount: \$432.00            Funding source: General Fund</p>
<p><b>CIIS-2223-121 Advantage Public Institute.</b>            To provide after school leadership program for female students.            Submitted by: Rhodes ES            Duration of Agreement:            November 22, 2022 - November 23, 2023</p>	<p>Contract amount: \$9,900.00            Funding source: ELO</p>
<p><b>CIIS-2223-122 Marin County Superintendent of Schools/Marin County Office of Education Acting on Behalf of the California Collaborative for Educational Excellence.</b>            To provide participation in the Peer Leading and Learning network.            Submitted by: Access and Equity            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$70,000.00            Funding source: Reimbursement</p>
<p><b>CIIS-2223-123 Illuminating Software, LLC.</b>            To provide access to San Bernardino County link to upload science fair projects.            Submitted by: Elementary Curriculum            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: \$2,200.00            Funding source: General Fund</p>
<p><b>CIIS-2223-124 Reach Out West End.</b>            To provide work-based learning opportunities for BST Academy students            Submitted by: Secondary Curriculum            Duration of Agreement:            January 1, 2023 - December 31, 2026</p>	<p>Contract amount: \$71,900.00            Funding source: A-G Access Grant</p>



CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p><b>CIIS-2223-125 Houghton Mifflin Harcourt.</b>            To provide elementary literacy intervention software for students.            Submitted by: Dickson ES            Duration of Agreement:            December 1, 2022 - December 1, 2023</p>	<p>Contract amount: \$2,535.00             Funding source: Title I</p>
<p><b>CIIS-2223-126 Procure Software.</b>            To provide access to Procure Essentials software and online training for 2022/2023 school year.            Submitted by: Child Development            Duration of Agreement: December 16, 2022 - June 30, 2023</p>	<p>Contract amount: \$553.00             Funding source: Child Development</p>
<p><b>CIIS-2223-127 Destiny Owen dba Shape Your Destiny, LLC.</b>            To provide youth health and wellness program for the 2022/2023 school year.            Submitted by: Child Development            Duration of Agreement: December 16, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet             Funding source: Child Development</p>
<p><b>CIIS-2223-128 Julia Nyberg.</b>            To provide professional development for teachers.            Submitted by: Wickman ES            Duration of Agreement:            January 10, 2023 - November 18, 2023</p>	<p>Contract amount: \$700.00             Funding source: Title II</p>
<p><b>CIIS-2223-129 Liminex, Inc. dba GoGuardian.</b>            To provide student device monitoring while on the District network.            Submitted by: Chaparral ES            Duration of Agreement:            November 18, 2022 - October 31, 2023</p>	<p>Contract amount: \$5,100.00             Funding source: Title I</p>
<p><b>CIIS-2223-130 Bruber Financial Services, Inc. dba Eleyo.</b>            To provide access to Eleyo software for the 2022/2023 school year.            Submitted by: Child Development            Duration of Agreement: December 16, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet             Funding source: Child Development</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p><b>F-2223-045 Western Indoor Environmental Services.</b>            To provide districtwide semi-annual kitchen exhaust system cleaning services.            Submitted by: Maintenance and Operations            Duration of Agreement: July 1, 2022 - June 30, 2023</p>	<p>Contract amount: Per rate sheet             Funding source: General Fund</p>
<p><b>F-2223-046 Eagle Systems International, Inc. dba Synergy Companies.</b>            To provide no cost measures to install low flow shower heads, hot water fittings, and pipe insulation.            Submitted by: Maintenance and Operations            Duration of Agreement:            December 16, 2022 - February 17, 2023</p>	<p>Contract amount: None             Funding source: None</p>
<p><b>F-2223-047 Colbi Technologies, Inc.</b>            To provide pre-qualification services for construction contractors.            Submitted by: Facilities, Planning, and Operations            Duration of Agreement:            January 1, 2023 - December 31, 2023</p>	<p>Contract amount: \$52,000.00             Funding source: Building Fund 21</p>

<b>CALIFORNIA DEPARTMENT OF EDUCATION</b>	<b>FISCAL IMPACT</b>
<b>CDE GRANT 14332 California Department of Education Fiscal Administrative Services.</b> To provide support services for identified McKinney-Vento students. Submitted by: Health Services/McKinney-Vento EHCY Program Duration of Agreement: July 1, 2022 – June 30, 2023	Contract amount: \$126,416.31  Funding source: CDE Grant
<b>CDE GRANT 23297 California Department of Education.</b> To provide 2022/2023 Tobacco Use Prevention Education Tier 2 Grant funding for Grades 6-12. Submitted by: Health Services Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$243,554.44  Funding source: TUPE Grant

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<b>MC-2223-073 SOS Entertainment, LLC.</b> To provide DJ and production services for dances and school rallies. Submitted by: Ayala HS Duration of Agreement: October 20, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-074 Learning Adventures.</b> To provide onsite Ocean Adventure school assemblies. Submitted by: Walnut ES Duration of Agreement: December 16, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-075 Blue Fire Grill, LLC.</b> To provide catering and banquet services. Submitted by: Chino HS Duration of Agreement: December 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-076 Kyle Tiernan dba Kyle's Cartoon Platoon.</b> To provide full interactive creative art and visual arts teaching California standards. Submitted by: Walnut ES Duration of Agreement: November 7, 2022 - June 30, 2025	Contract amount: Per invoice  Funding source: Various
<b>MC-2223-077 Mobile Zoo of Southern California, Inc.</b> To provide petting zoo and animal show with attendant. Submitted by: Cal Aero K-8 Duration of Agreement: February 1, 2023 - June 30, 2026	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-078 Discovery Cube of Orange County.</b> To provide educational museum, hands on exhibits, and special programs. Submitted by: Briggs K-8 Duration of Agreement: January 1, 2023 - June 30, 2026	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-079 Felipe R. Escamilla Concessions.</b> To provide snack and drink catering. Submitted by: Chino HS Duration of Agreement: December 1, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-080 Wildlife Learning Center.</b> To provide interactive science and wildlife presentation. Submitted by: Walnut ES Duration of Agreement: December 16, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various
<b>MC-2223-081 The EcoHeroShow, LLC.</b> To provide environmental assemblies. Submitted by: Maintenance and Operations Duration of Agreement: December 16, 2022 - June 30, 2025	Contract amount: Per rate sheet  Funding source: Various

<b>MASTER CONTRACTS</b>	<b>FISCAL IMPACT</b>
<p><b>MC-2223-082 The Imagination Machine.</b>            To provide full interactive creative art and visual art writing shows based on student stories.            Submitted by: Walnut ES            Duration of Agreement: December 16, 2022 - June 30, 2025</p>	<p>Contract amount: Per invoice            Funding source: Various</p>
<p><b>MC-2223-083 Michael Barsmian dba Soflow Coaching.</b>            To provide ASB leadership development, strategic plan, and customized ASB tool box.            Submitted by: Ramona JHS            Duration of Agreement: November 18, 2022 - June 30, 2025</p>	<p>Contract amount: Per rate sheet            Funding source: Various</p>

<b>APPROVED CONTRACTS TO BE AMENDED</b>	<b>AMENDMENT</b>
<p><b>CIIS-2223-056 Social Solutions.</b>            To provide case management software licenses.            Submitted by: Health Services/HOPE Program            Duration of Agreement: July 1, 2022 - June 30, 2025            Original Agreement Board Approved: June 16, 2022</p>	<p>Contract amount: Increase contract amount from \$3,690.00 to \$4,240.29 for additional licenses.            Funding source: LCAP</p>
<p><b>F-1819-005 Elite Modular Leasing &amp; Sales, Inc.</b>            To provide an additional three-year lease agreement for five portable classroom buildings installed at Cattle ES.            Submitted by: Facilities, Planning, and Operations            Duration of Agreement:            January 1, 2023 - December 31, 2025            Original Agreement Board Approved: November 7, 2019</p>	<p>Contract amount: \$173,500.00            Extend lease agreement for three additional years.            Funding source: Capital Facilities Fund</p>
<p><b>F-1920-048 Elite Modular Leasing &amp; Sales, Inc.</b>            To provide an additional three-year lease agreement for 11 portable classroom buildings installed at Cal Aero K-8.            Submitted by: Facilities, Planning, and Operations            Duration of Agreement:            December 1, 2022 - November 30, 2025            Original Agreement Board Approved: November 7, 2019</p>	<p>Contract amount: \$412,352.00            Extend lease agreement for three additional years.            Funding source:            Fund 25 Capital Facilities</p>

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTION 2022/2023-23, 2022/2023-24, AND 2022/2023-25, AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

=====

**BACKGROUND**

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

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

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

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

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2022/2023-23	California Multiple Award Schedule (CMAS) 4-22-06-1021	Miracle Recreation Equipment Co.	Sports Equipment and Accessories- Playground Equipment	6/9/2022-2/17/2025

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2022/2023-24	California Participating Addendum No. 7-20-70-47-01	Cisco Systems, Inc.	Data Communications	6/1/2021-9/30/2024
2022/2023-25	California Multiple Award Schedule (CMAS) 3-21-09-1027	Avidex Industries, LLC	Information Technology Goods and Services	9/27/2021-3/22/2026

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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2022/2023-23, 2022/2023-24, and 2022/2023-25, Authorization to Utilize Piggyback Contracts.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2022/2023-23  
Authorization to Utilize the California Multiple Award Schedule (CMAS)  
4-22-16-1021  
With Miracle Recreation Equipment Co.  
to Purchase Sports Equipment and Accessories-Playground Equipment  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure sports equipment and accessories-playground equipment for the District;

**WHEREAS**, CMAS currently has a piggyback contract, 4-22-06-1021, in accordance with Public Contract Code 20118 with Miracle Recreation Equipment Co., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of sports equipment and accessories-playground equipment through the piggyback contract procured by the CMAS 4-22-06-1021.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of sports equipment and accessories-playground equipment through the piggyback contract originally procured by the CMAS 4-22-06-1021 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of sports equipment and accessories-playground equipment in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-22-06-1021.

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

Section 5. Effective Date. This resolution shall be effective as of June 9, 2022, for the term ending February 17, 2025.

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

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-24  
Authorization to Utilize the California Participating Addendum No. 7-20-70-47-01  
With Cisco Systems, Inc.  
to Purchase Data Communications  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure data communications for the District;

**WHEREAS**, California Participating Addendum currently has a piggyback contract, No. 7-20-70-47-01, in accordance with Public Contract Code 20118 with Cisco Systems, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of data communications through the piggyback contract procured by the California Participating Addendum No. 7-20-70-47-01.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of data communications through the piggyback contract originally procured by the California Participating Addendum No. 7-20-70-47-01 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.



Section 3. Authorization. The Board hereby authorizes the acquisition of data communications in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the California Participating Addendum No. 7-20-70-47-01.

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

Section 5. Effective Date. This resolution shall be effective as of June 1, 2021, for the term ending September 30, 2024.

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

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2022/2023-25  
Authorization to Utilize the California Multiple Award Schedule (CMAS)  
3-21-09-1027 With Avidex Industries, LLC  
to Purchase Information Technology Goods and Services  
Through the Piggyback Contract**

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure information technology goods and services for the District;

**WHEREAS**, CMAS currently has a piggyback contract, 3-21-09-1027, in accordance with Public Contract Code 20118 with Avidex Industries, LLC, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of information technology goods and services through the piggyback contract procured by the CMAS 3-21-09-1027.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of information technology goods and services through the piggyback contract originally procured by the CMAS 3-21-09-1027 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of information technology goods and services in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 3-21-09-1027 .

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

Section 5. Effective Date. This resolution shall be effective as of September 27, 2021, for the term ending March 22, 2026.

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

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

---

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS**

=====

**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.

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2023-08	Marshall ES Irrigation Pump Repair	Pumpman Holdings LLC dba Pumpman LLC	\$15,775.00	N/A	\$15,775.00	01
CC2023-21	District Wide Tree Trimming (Oak Trees and Morus Trees)	Mission Landscape Co., Inc.	\$21,667.00	N/A	\$21,667.00	01
CC2023-26	Hidden Trails ES Kindergarten Re-Sod and Sprinkler Head Replacement	Hernandez Landscape Co., Inc.	\$24,200.00	NA	\$24,200.00	21
CC2023-27	Allegiance Steam Academy Asphalt Repairs	Premier Paving, Inc.	\$22,500.00	N/A	\$22,500.00	01
CC2023-29	Woodcrest JHS Seal Coat and Re-Striping Project	Premier Paving, Inc.	\$59,575.00	N/A	\$59,575.00	01
CC2023-32	Don Lugo HS Varsity Baseball Bleacher Replacement	Sports Facilities Group, Inc.	\$24,767.54	N/A	\$24,767.54	01

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2023-33	District Wide Fire Ant Control	Earlybird Extermination, Inc.	\$23,700.00	N/A	\$23,700.00	01
CC2023-37	Wickman ES Pest Control	Earlybird Extermination, Inc.	\$24,700.00	N/A	\$24,700.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Jonathan Campbell, Supervisor; 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**

\$192,684.54 to General Fund 01.

\$24,200.00 to Building Fund 21.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: AWARD OF CUPCCAA BID NO. 22-23-171, DISTRICT-WIDE NFPA 72 FIRE ALARM TESTING**

=====

**BACKGROUND**

Pursuant to Public Contract Code 22032(b) public projects in the amount of \$200,000.00 or less can use informal bidding procedures as defined by the Uniform Public Construction Cost Accounting Act.

A Notice to Contractors Calling for Bids for CUPCCAA Bid No. 22-23-171, District-Wide NFPA 72 Fire Alarm Testing was emailed on October 20, 2022, to contractors currently listed on the 2022 list of qualified contractors. Bids were opened at 10:30 a.m. on November 16, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Time & Alarm Systems	\$90,000.00
JAM Corporation	\$193,500.00

The basic scope of work for this project includes fire alarm systems testing and inspections.

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

**RECOMMENDATION**

It is recommended the Board of Education award CUPCCAA Bid No. 22-23-171, District-Wide NFPA 72 Fire Alarm Testing to Tim & Alarm Systems.

**FISCAL IMPACT**

\$90,000.00 to General Fund 01.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
Anna G. Hamilton, Director, Purchasing  
**SUBJECT: AWARD OF BID NO. 22-23-12F, DISTRICT-WIDE EMERGENCY SUPPLY REPLACEMENT**

=====

**BACKGROUND**

Public Contract Code 20111 requires that contracts for the lease or purchase of equipment, materials, supplies and services, which much be competitively bid if they involve an expenditure of \$96,700 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bid No. 22-23-12F, District-Wide Emergency Supply Replacement was published in the Inland Valley Daily Bulletin on October 25, 2022, and November 1, 2022. Bids were submitted at 10:00 a.m. on November 16, 2022. The results are as follows:

Contractor	Bid Amount
More Prepared, LLC	\$262,853.32

The basic scope of work for this project includes replacement of existing perishable and expired emergency supplies located on all school campuses.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid No. 22-23-12F, District-Wide Emergency Supply Replacement to More Prepared, LLC.

**FISCAL IMPACT**

\$262,853.32 to General Fund 01.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: AWARD OF BID NO. 22-23-18F, NEW DISTRICT OFFICE GENERATOR INSTALLATION**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid No. 22-23-18F, New District Office Generator Installation was published in the Inland Valley Daily Bulletin on October 27, 2022, and November 3, 2022. Bids were opened at 1:30 p.m. on November 21, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Mel Smith Electric	\$190,500.00
Avram Electric	\$260,295.00
Champion Electric	\$274,000.00
Hart Design Build, Inc.	\$425,000.00
MC Electric	\$492,000.00

The basic scope of work for this project includes procurement and installation of backup generator for new District Office.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid No. 22-23-18F, New District Office Generator Installation to Mel Smith Electric.

**FISCAL IMPACT**

\$190,500.00 to Capital Facilities Fund 25.



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: AWARD OF BID NO. 22-23-19F, AYALA HS, CHINO HILLS HS, AND DON LUGO HS BASEBALL SCOREBOARD REPLACEMENT PROJECT**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid No. 22-23-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project was published in the Inland Valley Daily Bulletin on October 28, 2022, and November 4, 2022. Bids were submitted at 11:00 a.m. on December 1, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Tricore Enterprises, Inc.	\$396,000.00
Wakeco, Inc.	\$449,000.00

The basic scope of work for this project includes installation of owner furnished contractor installed baseball scoreboards.

The apparent low bidder AM Painting, withdrew its bid due to a clerical error discovered by the contractor after bid opening. Therefore, it is recommended that the bid be awarded to the next low bidder Tricore Enterprises, Inc.

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

## **RECOMMENDATION**

It is recommended the Board of Education award Bid No. 22-23-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project to Tricore Enterprises, Inc.

## **FISCAL IMPACT**

\$396,000.00 to Capital Facilities Fund 25.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: AWARD OF BID NO. 22-23-20F, AYALA HS, CHINO HS, CHINO HILLS HS, AND DON LUGO HS FOOTBALL SCOREBOARD REPLACEMENT PROJECT**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project, was published in the Inland Valley Daily Bulletin on October 28, 2022, and November 4, 2022. Bids were submitted at 1:00 p.m. on December 1, 2022. The results are as follows:

<b>Contractor</b>	<b>Bid Amount</b>
Tricore Enterprises, Inc.	\$2,925,000.00
Electro Construction Corp.	\$3,005,000.00

The basic scope of work for this project includes purchase and installation of DSA approved football scoreboards.

The apparent low bidder, Wakeco Inc., withdrew its bid due to a clerical error discovered by the contractor after bid opening. Therefore, it is recommended that the bid be awarded to the next low bidder Tricore Enterprises, Inc.

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

## **RECOMMENDATION**

It is recommended the Board of Education award Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project to Tricore Enterprises, Inc.

## **FISCAL IMPACT**

\$2,925,000.00 to Capital Facilities Fund 25.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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Humility • Civility • Service

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: REJECTION OF BID NO. 22-23-21, TRANSPORTATION DEPARTMENT VEHICLES**

=====

**BACKGROUND**

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

A Notice to Contractors Calling for Bids for Bid No. 22-23-21, Transportation Department Vehicles was published in the Chino Champion on November 12, 2022, and November 19, 2022. Bids were submitted at 10:00 a.m. on November 22, 2022. The results are as follows:

<b>CONTRACTOR</b>	<b>BID</b>
A-Z Bus Sales, Inc	\$89,874.28

Upon receipt of one bid, staff reviewed all documents and determined that the bid was not advertised for the proper length of time. Staff requests rejection of all bids and authorization to re-bid.

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

**RECOMMENDATION**

It is recommended the Board of Education reject the bid received for Bid No. 22-23-21, Transportation Department Vehicles and authorize staff to re-bid the project.

**FISCAL IMPACT**

None.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: REQUEST FOR PROPOSALS NO. 22-23-15, NEW DISTRICT OFFICE FURNITURE AND EQUIPMENT**

=====

**BACKGROUND**

The Request for Proposals (RFP) process requires vendors to submit proposals within a framework created to fit the District’s unique needs. The District is able to customize the services to be purchased on its specific needs, receive better responses, screen vendors more effectively, and ultimately receive a better product or solution for less money.

RFP No. 22-23-15, New District Office Furniture and Equipment was published in the Inland Valley Daily Bulletin on October 15, 2022, and October 21, 2022. Proposals were submitted before 10:00 a.m. on November 17, 2022. The four companies submitting proposals to be considered were, Culver Newlin, GM Business Interiors, Hertz, and K/I.

The basic scope of work for this RFP includes purchase and installation of furniture and equipment for the new District office.

The criteria used to evaluate the RFP’s were cost, 35%; project schedule, 30%; qualifications and experience, 20%; and technical approach, 15%.

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

**RECOMMENDATION**

It is recommended the Board of Education award RFP No. 22-23-15, New District Office Furniture and Equipment to Culver Newlin.

**FISCAL IMPACT**

\$1,653,930.71 to General Fund 01.

NE:GJS:AGH:pw

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

NE:RR:IB:ED:mcm

**CERTIFICATED PERSONNEL**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2022/2023 SCHOOL YEAR****RESIGNATION**

CARENZO, Trevor	Assistant Principal – ES	Wickman ES	12/07/2022
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2022/2023 SCHOOL YEAR**

KANG, Eusunie	50% Elementary Teacher	Hidden Trails ES	11/28/2022
IVES, Lenee	English Teacher	Ayala HS	11/30/2022
PRIETO, Stacy	English Teacher	Buena Vista HS	01/04/2023
MELO, Jennifer	Child Development Teacher	Health Services	12/05/2022

**RESIGNATION**

MILLS-FORKNER, Felicia	English Teacher	Ayala HS	11/18/2022
KIM, Sonia	ESL Teacher	Adult School	12/15/2022

**LEAVE OF ABSENCE 2022/2023**

BOOTHROYD, Christa	Elementary Teacher	Borba ES	11/17/2022 through 06/30/2023
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**CLOSING OF OFFICIAL RECORDS**

GANO, Greg	PE Teacher	Don Lugo HS	11/23/2022
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**APPOINTMENT – EXTRA DUTY**

MURO, Emmanuel (NBM)	Colorguard (B)	Canyon Hills JHS	12/05/2022
DURAN Jr., Robert (NBM)	Men’s Soccer (GF)	Ayala HS	11/14/2022
GARCIDUENAS, Rene (NBM)	Women’s Soccer (GF)	Ayala HS	11/09/2022
GOMEZ, Julia (NBM)	Women’s Soccer (GF)	Ayala HS	11/09/2022
MILAM BARLEYCON, Divine (NBM)	Dance (B)	Ayala HS	11/15/2022
SHULER, Derrick	Men’s Soccer (GF)	Ayala HS	11/09/2022
WASSON, Marilyn (NBM)	Band (B)	Chino Hills HS	11/14/2022
BREAUX, Kristin (NBM)	Women’s Soccer (GF)	Don Lugo HS	11/09/2022
CABALLERO, Antonio (NBM)	Softball (B)	Don Lugo HS	11/14/2022
RUDD, Rebecca	Softball (B)	Don Lugo HS	11/14/2022

TOTAL:			\$18,007.00
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**CERTIFICATED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT – EXTRA DUTY – DEPARTMENT CHAIR**

ACOSTA, Jeannette	4-6 Grade Level Chair	Litel ES	08/08/22
		TOTAL:	\$938.00

**DELETE – EXTRA DUTY – DEPARTMENT CHAIR**

BOOTHROYD, Christa	4-6 Grade Level Chair	Borba ES	11/17/2022
LINES, David	4-6 Grade Level Chair	Litel ES	8/8/2022
		TOTAL	-\$1,364.06

**APPOINTMENT – EXTRA DUTY – ACTIVITIES**

IVES, Lenee	Activity Director	Ayala HS	11/30/2022
EDWARDS, Jorge	Audio-Visual Coordinator	Chino HS	8/10/2022
		TOTAL	\$7,001.63

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

AKABORI, Ling	CAMPOS, Christopher	DESOUKI, Suzanne
FLORES, Sonia	GUILAS, Joshua	LOPEZ, Rocio
MOUA, Savannah	REHFELDT, Joshua	SOLTIS, Nicole
STUBBLEFIELD, Sydney		

**CLASSIFIED PERSONNEL**

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

WALSH, Jeannette	FROM: Administrative Secretary I/ Confidential (GF) 8 hrs./261 contract days TO: Administrative Secretary IIB (GF) 8 hrs./261 contract days	Human Resources	12/16/2022
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**HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE****APPOINTMENT**

JACOBO, Sandra	Nutrition Services Assistant I (NS)	Litel ES	01/04/2023
LOPEZ, Brenda	Paraprofessional I (SELPA/GF)	Newman ES	01/04/2023
SCHUCH, Natalia	Playground Supervisor (GF)	Canyon Hills JHS	12/12/2022
SHIRLEY, Colleen	Paraprofessional I (SELPA/GF)	Townsend JHS	12/05/2022
MONTENEGRO-OLIVAS, Alexia	IA/Secondary Grade Level (GF)	Boys Republic HS	12/05/2022
CAMACHO, Yahaira	Bilingual Typist Clerk I Spanish (C)	Adult School	12/05/2022
LOURENCO, Hailey	IA/Childhood Education (CDF)	Child Development	12/12/2022
ESPARZA, Alyssa	Behavior Intervention Aide (MH)	Special Education	12/12/2022

**PROMOTION**

KING, Rosemary	FROM: Elementary Library/Media Center Assistant (GF) 3.5 hrs./150 contract days and Paraprofessional I (SELPA/GF) 3.5 hrs./181 work days TO: Secondary Library/Media Center Assistant (GF) 4 hrs./213 work days	Liberty ES  Chino HS  Chino HS	12/12/2022
PALACIOS, Virginia	FROM: Central Kitchen Assistant I (NS) 3.5 hrs./181 work days TO: Nutrition Services Manager I (NS) 6 hrs./183 work days	Magnolia JHS  Borba ES	12/05/2022

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>CHANGE OF ASSIGNMENT</u></b>			
JOHNSON, Alison	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days TO: Behavior Intervention Aide (MH) 6 hrs./190 work days	Country Springs ES Special Education	12/05/2022
SACCONI, Dana	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days TO: Behavior Intervention Aide (MH) 6 hrs./190 work days	Litel ES Special Education	12/05/2022
CAMPOS, Conie	FROM: Playground Supervisor (GF) 1.75 hrs./180 work days TO: Playground Supervisor (GF) 1.5 hrs./180 work days	Magnolia JHS Country Springs ES	12/05/2022
CHUC, Nancy	FROM: Playground Supervisor (GF) 6.5 hrs./180 work days TO: IA/Bilingual-Biliterate Spanish (C) 3 hrs./150 work days and IA/Bilingual-Biliterate Spanish (C) 3.5 hrs./176 contract days	Don Lugo HS Don Lugo HS Don Lugo HS	12/06/2022
<b><u>ADDITIONAL ASSIGNMENT</u></b>			
BARRAGAN, Ana	Playground Supervisor (GF)	Cortez ES	12/05/2022
MENDOZA, Nickole	IA/Elementary Grade Level (GF)	Liberty ES	12/05/2022
MANUEL, Kalilah	Playground Supervisor (GF)	Liberty ES	12/05/2022
MAZZUCA, Angela	Elementary Library/Media Center Assistant (GF)	Oak Ridge ES	01/04/2023
BOYER, Deanna	Playground Supervisor (GF)	Woodcrest JHS	12/05/2022
BOJORQUEZ DE GONZALEZ, Katia	IA/Childhood Education (CDF)	Child Development	12/12/2022
<b><u>LEAVE OF ABSENCE</u></b>			
BENAVIDEZ, Luz	Playground Supervisor (GF)	Cal Aero K-8	12/06/2022 through 02/02/2022
LICON, Judy	Nutrition Services Assistant II (NS)	Chino Hills HS	11/28/2022 through 12/15/2022

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**LEAVE OF ABSENCE**

MOLINA, Teresa	Bus Driver (GF)	Transportation	11/14/2022 through 11/29/2022
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**RESIGNATION OF POSITION**

MELLO, Karen	Nutrition Services Assistant I (NS)	Glenmeade ES	12/02/2022
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**RESIGNATION**

PORTUGAL, Rosa	Nutrition Services Assistant I (NS)	Butterfield Ranch ES	11/30/2022
KWON, Grace	Playground Supervisor (GF)	Rolling Ridge ES	12/15/2022
CIRIA, Gaile	Playground Supervisor (GF)	Cal Aero K-8	12/02/2022
COBB, Erik	Security Person (GF)	Ayala HS	03/30/2023
MACKIE, Dawn	Paraprofessional II (SELPA/GF)	Ayala HS	11/14/2022
ADAME, Melissa	Playground Supervisor (GF)	Chino HS	11/25/2022
ESQUEDA CACIQUE, Maria	Paraprofessional II (SELPA/GF)	Special Education	11/29/2022
MELO, Jennifer	Behavior Intervention Aide (SELPA/GF)	Special Education	12/02/2022
BOGDON, George	Bus Driver (GF)	Transportation	01/05/2023
TAY, Chingda	Bus Driver (GF)	Transportation	11/22/2022

**RETIREMENT**

HOPKINS, Janice (17 Years of Service)	Health Technician (GF)	Dickson ES	12/31/2022
MARTINEZ, Susan (26 Years of Service)	School Secretary I	Canyon Hills JHS	07/01/2023
BARKLEY, Jennifer (15 Years of Service)	Attendance Clerk (GF)	Ayala HS	11/09/2022
SCHONS, Claudette (21 Years of Service)	Nutrition Services Manager I (NS)	Chino HS	12/31/2022
BOGDON, Leticia (1.5 Years of Service)	Bus Driver (GF)	Transportation	12/31/2022
VINCENT, Gina (11.5 Years of Service)	Bus Driver (GF)	Transportation	12/31/2022

**APPOINTMENT OF SHORT TERM EMPLOYEES EFFECTIVE JULY 1, 2022, THROUGH DECEMBER 31, 2022**

MUNOZ, Oscar	Warehouse Delivery Worker	Warehouse/Purchasing
SUAZO, Anthony	Warehouse Delivery Worker	Warehouse/Purchasing

**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2022, THROUGH JUNE 30, 2023**

BARBA, Yexenia	BROOKS, Robyn	BURTON, Leah
CHAVEZ, Christopher	CUSITER, Tina	GRANT, Delisha
HEADLEY, Ariane	LOZANO, Benjamin	MACIAS-ARIAS, Alba
PEREIRA, Gisele	QUINONES, Brianna	RIOS, Juan
SALINAS-MARTINEZ, Irma	SANTOS, Marie-Charmagne	

(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:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT TEACHING AGREEMENTS WITH KANSAS STATE UNIVERSITY AND WESTERN GOVERNORS UNIVERSITY**

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**BACKGROUND**

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish student teaching agreements with Kansas State University and Western Governors University.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student teaching agreements with Kansas State University and Western Governors University.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

## AFFILIATION AGREEMENT

### WITH A SCHOOL DISTRICT

**THIS AGREEMENT**, is made this 1st day of January, 2023 by and between KANSAS STATE UNIVERSITY, (hereinafter referred to as “University”), a public educational institution of the State of Kansas, and the **Chino Valley Unified School District** (hereinafter “School District”), located at Chino CA. The parties intend to be legally bound to the following terms:

**I. PURPOSE.** The parties intend for this Agreement to set forth the obligations of the University and the School District regarding University students participating in educational field experiences, and in some cases, acting as student teacher interns at a school in the School District, which is a necessary academic component requirement for the University students.

### **II. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. Selection of Students. The University shall be responsible for the selection of qualified students to participate in a practicum or student teaching internship. Selected students must have the appropriate educational background and skills consistent with the standards for the educational experience offered by the School District.
- b. Education of Students. The University shall assume full responsibility for the University classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, requirements of matriculation, grading, and graduation. As part of the educational component of the program, the University Contact (defined below) shall conduct in-person, or through other technological means, evaluations of the University students as determined by the University. These evaluations are not for supervisory purposes, but rather to evaluate the University student’s academic progress.
- c. Submission of Candidates. The University shall submit the names of the University student candidates to the School District at least eight weeks prior to the proposed start of the educational experience assignment. The University also shall send to the School District a description of each student candidate’s educational goals (observation, lesson development and delivery, practicum, or internship) and the requested time period for placement.
- d. Payment. The University assumes this amount will be disbursed to the Cooperating Teacher(s) performing the oversight duties.
  1. Undergraduate Student Teacher: For each intern accepted for placement by the School District, the University shall pay to the School District the amount of \$50.00/semester.
  2. MAT Graduate Student Teacher: For each intern accepted for placement by the School District, the University will compensate the School District the amount of \$100 for the fall semester, and \$150 for the spring semester.
- e. Communications by Representatives. The University shall designate a representative to meet with designated School District personnel at least annually to collaboratively improve University student educational experiences. The University shall also designate one representative who shall be the point of contact (“University Contact”) for the School District regarding each University student; for example, evaluations and other information necessary to assess the University student’s academic progress shall be submitted to the University Contact.
- f. Informing Students of Rights and Responsibilities. The University shall be responsible for informing each University student of his or her own responsibilities, as follows:

1. In accord with Section III-b, below, the student shall be informed of his or her obligations to abide by the policies and procedures of the School District and that should any student fail to abide by any policy and/or procedure, he or she may be subject to disciplinary action by the University, up to and including expulsion from the University's program, in addition to any disciplinary action taken by the School District.
2. The students will be encouraged to procure professional liability insurance of their own choosing and at their own expense.
3. Students shall be responsible for obtaining a Certification of Health for School Personnel, in accordance with K.S.A. 72-5213, relating to TB testing and providing the form to the University (the University collects forms to help facilitate the process for the School District), which will provide the form or relevant requested information to the School District.
4. Students shall be responsible for completing first aid/CPR training prior to the beginning of the student's educational experience.

### **III. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT**

- a. Establishment of Practicum or Student Teaching. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a placement location for University student educational experiences in the form of practicums and/or student teaching internships. The student practicum and/or internship opportunities are for degree-seeking students enrolled in the University's College of Education.
- b. Policies of School District. In accord with Section II-f, above, the University shall inform its students, prior to the assignment, of any and all applicable policies, codes or confidentiality issues related to the practicum or student teaching internship, to the extent the University is informed of such by the School District. The School District will provide the University all the applicable information at least four weeks in advance of the University student's participation.
- c. Administration. The School District shall have sole authority and control over all aspects of services to its own students. The School District shall be responsible for and retain control over the organization and operation of its own programs.
- d. Removal of Noncompliant Student. The School District shall have the authority to immediately remove or otherwise sanction a participating University student who fails to comply with its policies and procedures. If such a removal or sanction occurs, the School District should immediately inform the University Contact.
- e. Designation of Representative. The School District shall designate one of its employees to serve as a liaison to the University, who will meet periodically with representatives of the University in order to discuss, plan, and evaluate the experience of the University student(s).
- f. Supervision of University Students. The School District shall provide a teacher who will supervise the University student's activities during the student's educational experience ("Cooperating Teacher"). The Cooperating Teacher shall provide on-going supervision and feedback throughout the practicum or student teaching internship. The Cooperating Teacher shall provide a final written performance evaluation of the University student in accordance with the evaluation documents and timeline provided by the University.
- g. Student Teaching Intern Experience. When a student is assigned and accepted as a student teaching intern, the School District shall:



1. Allow student teachers to conduct classroom observations and lesson presentation (to include whole group, small group, and individual) under the guidance of the Cooperating Teacher;
  2. Allow student teachers to use video and audio recording devices for the purpose of individual reflection and evaluation, as well as preparation of the student teacher work sample (the portfolio which the University uses as an evaluation tool to inform recommendations for licensure). Additionally, the School District acknowledges that the University may disclose or use the video and audio recordings to respond to a lawful request pursuant to statute or judicial order, or in connection with an emergency when the contents of any such recording are necessary, in the discretion of the University, to protect the health or safety of students or other individuals;
  3. Allow the University Contact access to the classroom for normally scheduled evaluation observations, both face-to-face and video-based, as appropriate for the placement. Placements outside local driving distance from Manhattan, Kansas, may involve evaluation observations using video recordings or live cloud-based observations (i.e. Zoom, SKYPE, GoToMeeting etc.)) In cases utilizing streaming or recording devices, the School District shall have responsibility for seeking any desired or required parental awareness and approval. The University shall take reasonable steps to ensure any such video recording and data is not publicly accessible; and
  4. Allow the student teacher and require the Cooperating Teacher to provide evaluations of the overall student teaching program.
- h. Qualifications of Cooperating Teacher. The Cooperating Teacher shall possess a minimum of the following qualifications:
1. Possess a valid State professional teaching credential in the subject matter field in which the student teacher is preparing to teach;
  2. An interest and desire to work with the student teacher and University Contact;
  3. Completion of a minimum of three years of successful teaching experience under a professional license and either have been in the present school at least one semester or have the requisite number of years of prior teaching experience (for mentoring purposes) at another location/assignment;
  4. Demonstrated success in promoting student learning;
  5. Demonstrated ability to collaboratively mentor adults using formal observational and feedback techniques; and
  6. Final approval as the Cooperating Teacher by:
    - i. Building Administration;
    - ii. School District Administration; and
    - iii. University Administration.
- i. Reporting of Student Progress. The School District shall provide all reasonable information requested by the University on a University student's performance, which may be in the form of conferences, assessments, or other forms reasonably requested by the University. If there are any applicable student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- j. Student Records Privacy. To the extent the School District generates or maintains educational records related to the University student, the School District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to the University and shall limit access to only those employees or agents with a legitimate educational interest. For the purposes of this Agreement, pursuant to FERPA, the University

hereby designates the School District as a school official with a legitimate educational interest in the educational records of the University student(s) to the extent that access to the University's records is required by the University or School District for the School District to carry out the University student educational experience.

#### **IV. MUTUAL TERMS AND CONDITIONS**

- a. Educational Practicum or Student Teaching Internship. The parties will mutually agree upon the number of students that shall be assigned to the School District, the duration, and the educational experience provided which shall be consistent with the standards of the accrediting entity for the school or division of the University in which the students are enrolled. The practicum or student teaching internship will be reviewed periodically by the Parties and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- b. No Employment Relationship. It is understood by the parties that the participating students are interns, who are receiving the primary benefit of the educational experience, including but not limited to the training related to the student's academic field of study, at the School District, and the students are not employees of University or School District based on the educational experience. It is understood by the parties that the students shall not receive remuneration or compensation or other benefits applicable to employees. The parties agree that there is no expectation that the students receive future employment with School District as a result of their participation in the educational experience and that no School District employees will be displaced as a result of students' participation in the educational experience.
- c. Student Documents and Obligations. Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the participating students stated herein, any failure by the students related to such obligations shall not constitute a breach of this Agreement by the University. The parties agree that it is the student's responsibility to satisfy the School District's requirements and although the University may help compile students' documentation related to such requirements and/or transmit the same to School District, or otherwise inform students of School District's requirements, University makes no representations or warranties regarding the information and documentation provided, but merely provides such information and forwards such documentation as an administrative courtesy to School District. School District is solely responsible to review such documentation for veracity, authenticity, sufficiency, and to independently determine whether the student has satisfied School District's requirements for acceptance to the educational experience.
- d. Term of Agreement. The term of this Agreement shall be five years from the date of execution.
- e. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days' notice to the other party. Either party may terminate this Agreement in the event of a material breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students participating in a practicum or student teaching internship at that time may continue their educational experience until it would have been concluded absent the termination.

- f. Modification of Agreement. This Agreement shall only be modified by written agreement signed by both parties.
- g. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors, and shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
- i. KSU-146a. The Provisions found in Contractual Provisions Attachment (form KSU146a, rev 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Kansas State University

School District

\_\_\_\_\_  
Dean, College of Education      Date

\_\_\_\_\_  
Superintendent of Schools      Date

\_\_\_\_\_  
Provost      Date

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
6. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
7. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.
9. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
10. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: [comply@k-state.edu](mailto:comply@k-state.edu).
11. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at <https://www.k-state.edu/report/>. Contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality:** As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
14. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement:** Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and \_\_\_\_\_ Chino Valley Unified School District \_\_\_\_\_ (“District”), and is effective as of the date of the signature below (“Effective Date”).

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District’s background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

#### B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of “supervisor” established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate’s progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State’s and/or District’s minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

### **C. Cooperating Teacher Standards**

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - Reflective practitioner
  - Equitable and fair
  - Committed to the belief that all students can learn
  - Collaborative
  - Technologically proficient
  - Professional leadership

### **D. WGU Responsibilities**

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

#### E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

#### F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

*Teacher Candidate Guidelines*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
  - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
  - You must follow appropriate protocol to submit recordings to WGU.
  - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
  - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
  - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
  - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
  - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
  - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
  - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
  - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and



signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**WGU**

**DISTRICT**

By: Stacey Ludwig Johnson

By: \_\_\_\_\_

Title: VP, Academic Operations, Teachers College

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Point of Contact:**

**Point of Contact:**

Email: [fieldplacement@wgu.edu](mailto:fieldplacement@wgu.edu)

Email:

Phone: 866-889-0132 (Option 1)

Phone:

For legal notices:

For legal notices:

General Counsel  
Western Governors University  
4001 South 700 East, Suite 700  
Salt Lake City, UT 84107-2533

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT FIELDWORK AGREEMENT WITH LOMA LINDA UNIVERSITY**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student fieldwork agreement with Loma Linda University.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

**CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS**

**BETWEEN**

**LOMA LINDA UNIVERSITY**

**AND**

**CHINO VALLEY USD**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **Chino Valley USD**, hereinafter called "the Facility."

**WITNESSETH**

**THAT WHEREAS** the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

**WHEREAS** the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

**WHEREAS** the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

**1. RESPONSIBILITIES OF THE FACILITY**

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the assignment of students to specific cases and experiences, including selected conferences,

work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the

Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of

retesting for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

### **5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other

insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. FACILITY INSURANCE AND INDEMNIFICATION**

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any

cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **7. NONDISCRIMINATION**

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.



## **8. TERMINATION**

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

## **9. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

## **10. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or

similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

**11. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

**12. GENERAL**

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

**13. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,  
School of Allied Health Professions  
Loma Linda University  
Loma Linda, CA 92354

Facility:

Chino Valley USD  
5130 Riverside Dr  
Chino, CA 91710

**14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

*(Remainder of page intentionally left blank.  
Signatures of Parties appear on next page.)*

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **Chino Valley USD** ("Facility").

University:

Facility:

LOMA LINDA UNIVERSITY  
Nichol Hall, Room 1606  
Loma Linda, CA 92350

Chino Valley USD  
5130 Riverside Dr  
Chino, CA 91710

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Craig R. Jackson, JD, MSW  
Dean  
School of Allied Health Professions

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Jennifer St. Clair, PhD, CCC-SLP  
Director of Clinical Education

Date: \_\_\_\_\_

# EXHIBIT A

**Cardiopulmonary Sciences:**

Emergency Medical Care  
Polysomnography  
Respiratory Therapy  
Cardiac Electrophysiology

**Clinical Laboratory Science:**

Clinical Laboratory Science  
Cytotechnology  
Phlebotomy

**Communicative Sciences and Disorders:**

Speech-Language Pathology  
Speech-Language Pathology Assistant

**Health Information Administration:**

Coding Specialist  
Health Information Systems  
Health Information Administration

**Nutrition and Dietetics:**

Nutrition and Dietetics  
Dietetic Technology

**Occupational Therapy:**

Occupational Therapy -  
Occupational Therapy Assistant

**Physical Therapy:**

Physical Therapy  
Physical Therapy Assistant

**Physician Assistant****Radiation Technology:**

Diagnostic Medical Sonography  
Medical Dosimetry  
Medical Radiography  
Nuclear Medicine Technology  
Radiation Sciences  
Radiation Therapy Technology  
Radiologist Assistant  
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT INTERNSHIP AGREEMENT WITH LOYOLA MARYMOUNT UNIVERSITY**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student internship agreement with Loyola Marymount University.

**FISCAL IMPACT**

None.

NE:RR:IB:ED:mcm

**Loyola Marymount University**  
**Teacher Education Intern Credential Program**  
*[Multiple, Single Subject, Education Specialist (mild/moderate),  
Administrative Services Credentials and Bilingual Authorization]*  
**and**  
**Chino Valley Unified School District**  
**Participating School District Intern Agreement**  
**Memo of Understanding**

**Purpose:** The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials and BCLAD Authorizations* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing need for qualified teachers. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials, and BCLAD Authorization teachers in the participating district.

The University and the School District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their education credential internship in the School District. Interns nominated by either the University or the School District shall be mutually acceptable to both the University and the School District, and shall be subject to a mutually acceptable placement within the School District.

**Loyola Marymount University agrees that:**

Each Intern shall have met the Basic Skills requirement (e.g. CBEST, approved assessment, approved coursework, etc.), and shall have met the Subject Matter Competency requirement (e.g. CSET, approved program, approved major, or approved coursework) prior to assuming Intern services or responsibilities unless otherwise determined by the CTC / Education Code.

Each Intern shall possess a Bachelor's Degree (B.A., B.S., A.B., etc.) documented by official transcripts with a minimum overall GPA of 3.00.

Candidates with undergraduate degrees in "professional education" cannot be admitted to the Single Subject credential program.

Each Intern shall have a minimum of one hundred twenty (120) hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Learners (ELL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid ELL Authorization; or passing scores on CTEL examinations.

Each Intern shall have passed U.S. Constitution coursework or examination.

Each semester, each Intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Instructors.

The University will provide program coordination as needed with the School District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing (CTC).

The University will select and train University Fieldwork Instructors based on the following qualifications:

- Current knowledge in the content area they teach.
- Understand the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that University Fieldwork Instructors will observe and evaluate interns at least six times during a semester and allocate time with each Intern after each visit to discuss the observation.

The University will direct University Fieldwork Instructors to meet and consult with a District-employed supervisor as appropriate.

**Participating School District agrees that:**

Prior to an Intern assuming daily teaching responsibilities, the School District must validate that the Intern teacher meets the Commission's identified criteria.

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by School District personnel, including but not limited to the school site faculty and the District-employed supervisor. Each District-employed supervisor will hold a valid Clear or Life Credential with English Language Authorization and will have completed three (3) years of successful teaching experience.

The CTC requires that all District Employed Supervisors who work with intern teachers complete a minimum of 10 hours training in effective supervision approaches. Verification of completion of training needs to be submitted to LMU.

Each Intern must be placed in classrooms that include English Language Learners (ELL) student(s) and student(s) identified with special needs.

Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required School District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District-employed supervisor, or to attend classes at the University.

If required, the School District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CTC) during an annual Intern census.



The School District agrees to allow the University Fieldwork Instructor to visit the Intern in his/her classroom during the university's academic semesters.

The principal will serve as the School District's evaluator of the Intern, complete required documentation in a timely manner, and meet with the university supervisor each year to monitor and assess the Intern's progress. The principal and the university supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the Intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Loyola Marymount Intern Program Director and a School District Administrator, at which time a decision will be made.

Each school must have a fully qualified administrator in accordance with University requirements, including someone who meets at least one of the following:

- a. holds a valid California issued credential,
- b. holds an advanced degree (e.g. M.A., Ed.D.) in Educational Leadership or closely related field,
- c. completed an Educational Leadership program such as the Fisher Fellow Program,
- d. has a record of completing a successful administration at a school for at least five (5) years.

Administration agrees to allow the teacher candidate to conduct videotaped observations for the purpose of authentic mentor feedback and completion of CTC requirements. The Employer will be responsible for the acquisition of parental permission and will share said permission documents with the teacher candidate.

Administration agrees to assign an Intern to the appropriate placement that meets the requirements and preparation program of the type of Intern Credential issued to the Intern. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to rescind the Intern Credential if the University deems that the new Intern assignment is not in compliance with the type of preparation program of the candidate."

**Assignment and Authorization.** LMU and the participating district/charter authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential.

**Non-Displacement of Certificated Employees.** Interns will not displace certificated employees in participating districts/charter.

**The University and the School District agree that:**

In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning, and problem solving regarding students, curriculum and development of effective teaching methodologies. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Cross-cultural, Language and Academic Development (CLAD) authorization:

- a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential Teaching Credential or a valid English Learner authorization or Cross-cultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.
- b) The California employing agency (School District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.
- c) An individual who passes the California Teaching of English Learner (CTEL) examinations prior subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

### **Reporting Obligations:**

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the School will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The School will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the School asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The school will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and

- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

**Mutual Indemnification; Limits on Liability:**

Each party (the “Indemnifying Party”) agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the “Indemnified Party”) against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties’ indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

**Insurance:**

Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

**General Terms:**

1. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
2. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the University shall be scanned and emailed to Denise Valdez at [dvaldez3@lmu.edu](mailto:dvaldez3@lmu.edu)

Or mailed to:  
Denise Valdez  
Loyola Marymount University  
School of Education  
1 LMU Drive, Suite UH 2100  
Los Angeles, CA 90045

Notice to the School District shall be scanned and emailed to \_\_\_\_\_

Or mailed to:  
Name  
District  
Address

**Loyola Marymount University  
School of Education**

By: \_\_\_\_\_

Ramiro Euyoque

Title: Associate Dean for Business Services

Date: \_\_\_\_\_

**Chino Valley Unified School District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Loyola Marymount University**

By: \_\_\_\_\_

Aimee Uen

Title: Senior Vice President and Chief Financial Officer

Date: \_\_\_\_\_

**Letter of Commitment and Agreement  
Loyola Marymount University Intern Partnership  
with  
Chino Valley Unified School District**

**Chino Valley Unified School District** agrees to participate with **Loyola Marymount University** in the Teacher Education Intern Credential Program [Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials and Bilingual Authorization].

Intern teachers will be compensated on the regular salary scale for certificated teachers, and their salaries will not be reduced for supervision costs.

The **School District** supports the attached goals of the internship program and the **School District** agrees to provide appropriate support for the intern while in the program.

Signed:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)  
School District Official

\_\_\_\_\_  
Date

## APPENDIX “A”

### DEFINITIONS:

“**Consent**” is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party’s belief in affirmative consent arose from the intoxication or recklessness of the responding party; or

2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

**“Sexual Misconduct”** is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person’s consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**“Sexual Assault”** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person’s consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**“Sexual exploitation”** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one’s genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**“Interpersonal Misconduct”** includes Dating Violence, Domestic Violence and Stalking, as defined below

**“Dating Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party’s statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.



Dating violence does not include acts covered under the definition of domestic violence.

**“Domestic Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person’s acts under California law.

**“Stalking”** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition “course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person’s property.

For the purposes of this definition “substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**"Sexual Harassment"** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

Submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;

Submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or

The conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Andrew Cruz, Member, Board of Education  
**SUBJECT: REVISION OF BYLAWS OF THE BOARD 9100 —ORGANIZATION**

=====

**BACKGROUND**

At the Board of Education’s November 17, 2022 meeting, Vice President Andrew Cruz requested an agenda item to revise Bylaws of the Board 9100—Organization so that the election of officers is by rotation.

Additionally, Bylaw 9100 is updated to reflect new law (AB 486, 2021) which changes the date requirements for Districts to hold their annual organizational meeting.

**RECOMMENDATION**

Board member Andrew Cruz recommends the Board of Education receive for information the revision of Bylaws of the Board 9100—Organization.

**FISCAL IMPACT**

None.

AC:pk

**ORGANIZATION****Annual Organizational Meeting**

Each year, the Board of Education shall hold an annual organizational meeting. In any year in which a regular election of District Board members is conducted, the organizational meeting shall be held within a 15 dayS FOLLOWING THE SECOND FRIDAY IN DECEMBER AFTER THE REGULAR ELECTION. ~~period beginning from the date upon which a Board member elected at that election takes office.~~ During ALL OTHER non-election years, the meeting MAY shall be held ON ANY DATE IN DECEMBER, BUT NO LATER THAN DECEMBER 20 ~~within the same 15-day period on the calendar.~~ (Education Code 35143)

DURING ANY YEAR IN WHICH A REGULAR ELECTION IS CONDUCTED, THE BOARD, AT THE REGULAR MEETING HELD IMMEDIATELY PRIOR TO THE SECOND FRIDAY IN DECEMBER, SHALL SELECT THE DAY AND TIME OF THE ORGANIZATIONAL MEETING. FOR ANY OTHER YEAR, THE DAY AND TIME OF THE ORGANIZATIONAL MEETING SHALL BE SELECTED AT THE LAST REGULAR MEETING HELD IMMEDIATELY BEFORE THE ANNUAL MEETING. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Government Code 35143)

At this meeting the Board shall:

1. Elect a president, vice president, and a clerk from its members.
2. Appoint the Superintendent as the secretary to the Board.
3. Authorize signatures.
4. Approve a schedule of regular meetings for the year.
5. Designate Board representatives to serve on committees or commissions of the District, other public agencies, or organizations with which the District partners or collaborates.
6. REVIEW AND/OR CONSIDER RESOURCES THAT DEFINE AND CLARIFY THE BOARD'S GOVERNANCE AND LEADERSHIP ROLES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, GOVERNANCE STANDARDS, MEETING PROTOCOLS, BOARD RULES AND BYLAWS, AND OTHER BOARD DEVELOPMENT MATERIALS.

**Annual Organizational Meeting (cont.)**

(cf. 9140 -- Board Representatives)

**Election of Officers**

THE BOARD SHALL EACH YEAR IDENTIFY ITS ENTIRE SLATE OF OFFICERS ON A ROTATING BASIS, AND A BOARD TRUSTEE SHALL TAKE THE POSITION OF BOARD MEMBER AFTER SERVING ONE TERM AS PRESIDENT.

IN A NON-ELECTION YEAR, EACH BOARD MEMBER WILL ROTATE INTO THE NEXT HIGHEST POSITION ON THE SLATE.

IN AN ELECTION YEAR, MEMBERS WHO ARE REELECTED WILL FOLLOW THEIR PREVIOUSLY ESTABLISHED ROTATION ORDER. NEWLY ELECTED BOARD MEMBERS WILL ENTER INTO THE REMAINING OPEN POSITIONS AND THE NEWLY ELECTED BOARD MEMBER WITH THE HIGHEST NUMBER OF POPULAR VOTES WILL ASSUME THE REMAINING HIGHEST POSITION AND SO ON UNTIL A COMPLETE ROTATION ORDER IS ESTABLISHED. THE OUTGOING PRESIDENT WILL ALWAYS ASSUME THE LOWEST POSITION IN THE ROTATION ORDER.

~~The Board shall each year elect its entire slate of officers.~~

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

**Legal Reference:**

EDUCATION CODE

35143 Annual organizational meeting date, and notice

35145 Public meetings

5017 Term of Office

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 OPS. CAL. ATTY. GEN. 65 (1985)

59 OPS. CAL. ATTY. GEN. 619, 621-622 (1976)

**Chino Valley Unified School District**

Bylaw adopted: August 17, 1995

Revised: May 20, 1999

Revised: March 16, 2006

Revised: November 6, 2008

Revised: November 21, 2019

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS SETTLEMENT FISCAL YEAR 2021/2022 ANNUAL REPORT**

=====

**BACKGROUND**

California Education Code 1240 requires the San Bernardino County Superintendent of Schools staff to regularly monitor and report on the status of all Williams monitored schools in the county (currently decile 1-3 schools based on the 2012 Academic Performance Index) to ensure compliance with the Williams Legislation. The Williams Annual Report for Chino Valley Unified School District as well as countywide findings by supervisorial district based on the 2021/2022 school year visitation findings are being presented for information.

Per Section 1240(c)(2)(B), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled meeting held in accordance with public notification requirements.

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 San Bernardino County Superintendent of Schools Williams Settlement Fiscal Year 2021/2022 Annual Report.

**FISCAL IMPACT**

None.

NE:LF:gks

November 15, 2022

Dr. Norm Enfield, Superintendent  
Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710

**RE: Board Agenda Item: Fiscal Year 2021/2022 *Williams* Annual Report**

Dear Dr. Enfield:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff continues to regularly monitor and report on the status of all *Williams*-monitored schools in the county to ensure compliance with the *Williams* legislation. Enclosed is a copy of the *Williams* Annual Report for your district as well as countywide findings by supervisorial district based on the **2021/2022** school year visitation and review findings. As a reminder, the schools subject to monitoring during the 2021/2022 fiscal year were those ranked in Deciles 1-3 based on the 2012 Base Academic Performance Index (API).

Per Section 1240(c)(2)(A)(i), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled November meeting held in accordance with public notification requirements. Please note that the annual report has been submitted to the San Bernardino County Board of Education and the San Bernardino County Board of Supervisors in accordance with this provision. ***Please make sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

As you may know, pursuant to Assembly Bill 599 which modified Education Code 1240, a new list of schools was identified by the Superintendent of Public Instruction for monitoring in the 2022/2023 fiscal year. Additionally, another list of schools will be identified this fiscal year who will be subject to monitoring for a three-year period (i.e., cohort) beginning with fiscal year 2023/2024. My office will provide additional information regarding the new cohort as it becomes available.

Thank you and your staff for the continued efforts and collaboration in support of this important work.

Sincerely,



Ted Alejandre  
County Superintendent

Attachment: Fiscal Year 2021/2022 *Williams* Annual Report

cc: Ms. Christina Gagnier, Board President  
Mrs. Lea Fellows, Williams Liaison  
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations  
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications  
Ms. Amanda Shoffner, SBCSS Manager, Credential Services

***Williams Settlement***  
**Fiscal Year 2021/2022**  
**Annual Report**  
*for*  
**Chino Valley Unified**  
**School District**

**November 2022**

# San Bernardino County Superintendent of Schools *Williams* Settlement Monitoring Fiscal Year 2021/2022 Annual Report

## Preface

The *Williams* Lawsuit Settlement, reached and enacted into law\* in August 2004, has set the standard for providing equitable educational opportunities and closing the achievement gap in San Bernardino County and throughout California. *Williams* legislation has provided an opportunity for county and district superintendents to work collaboratively to support and assist underperforming schools to improve student achievement.

The American Civil Liberties Union filed *Williams v. California* in 2000 on behalf of the plaintiffs – nearly 100 students from San Francisco County – as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public-school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issue of equity for disadvantaged and minority students, particularly in large and urban school districts, was the crux of the case.

The settlement covered four key areas:

- **Instructional Materials:** All students, including English learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities:** All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment:** All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting:** All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

In 2013/2014, the Local Control Funding Formula was implemented and made significant changes to education statute. *Williams* Settlement requirements for all schools remained in effect and were further distinguished as the first of eight state priorities that must be addressed in mandated Local Control Accountability Plans (LCAPs). This means all schools (monitored and those that are not) must continue adhering to *Williams* requirements and all districts must identify and address actions that will be taken each year to achieve and/or correct any deficiencies related to *Williams* compliance in their LCAPs.

The *Williams* legislation also requires county offices to monitor schools ranked in Deciles 1-3 currently determined by rankings on the state's Academic Performance Index (API) reports. 2021/2022 was the ninth year of the fourth cohort (typically a three-year monitoring cycle) based on the 2012 API. One hundred and forty-nine (149) schools in San Bernardino County were subject to review and received at least one site visit. Although a new accountability system is in place, the California School Dashboard, Education Code still requires county monitoring based on



the 2012 Base API; however, Assembly Bill 599, changes the criteria beginning with the 2022/2023 fiscal year.

San Bernardino County Superintendent of Schools reviewers conducted the instructional materials and facilities reviews at all monitored schools within their first four weeks of the 2021/2022 school year based on district-specific start dates. At the conclusion of the instructional materials monitoring process, there was only one (1) school with instructional materials insufficiencies, meaning they could not resolve the shortages identified at the time of visitation by the eight-week deadline specified in Education Code. Based on this definition, this is only the second insufficiency in the county's monitoring history.

Overall, the county review teams found facilities conditions to be in good repair. Eight (8) emergency or extreme conditions were observed: three (3) scenarios where exposed broken glass or glass-like material was accessible to pupils and staff, two (2) cases of non-functional air conditioning systems, two (2) observances of severe cracks, and one (1) instance where major evidence of a pest infestation existed. Three (3) of the conditions were remedied prior to the end of the site visit.

A separate in-office review was conducted to evaluate each monitored school's SARC for accuracy of information reported to the public pertaining to the sufficiency of instructional materials and the condition of school facilities based on statutory requirements and county monitoring findings. Any inaccuracies observed were communicated and resolved by the conclusion of the review period.

Included in this report are the 2020/2021 fiscal year teacher assignment monitoring findings. Reviews for the 2020/2021 and 2021/2022 fiscal years were significantly delayed due to changes in state reporting deadlines that impacted the new California Statewide Assignment Accountability System monitoring process. The 90-day review period for the 2020/2021 fiscal year officially began August 1 and concluded November 1, 2021, which was not early enough for inclusion in last year's annual report. This was the first year for California to review 100 percent of all certificated assignments at districts and all teaching assignments at charter schools. For the entire county, the review concluded with only 57 classes or classroom periods serving 20 percent or more English Learners where a teacher did not hold the appropriate authorization. Results also reflect a total of 17 vacancies (based on SARC data), all of which were filled. Regarding overall misassignments (which include vacancies as of Census Date and corrected and uncorrected misassignments) there were 209, of which 47 were corrected. The annual assignment monitoring and review process for the 2021/2022 fiscal year began August 1, 2022 and concluded on November 1, 2022.

\*SB 6 (Alpert), SB 550 (Vasconcellos), AB 1550 (Daucher), AB 2727 (Daucher), AB 3001 (Goldberg), AB 831 (Committee on Education)

**San Bernardino County Superintendent of Schools  
Williams Settlement Annual Report by Supervisorial District  
Fiscal Year 2021/2022**

School District	Total Enrollment	Total Schools	Deciles 1-3	Total "Good Repair" Facility	Remedied "Good Repair" Facility	Total "Emergency Repair" Facility	Remedied "Emergency Repair" Facility	Instructional Materials Insufficiencies	Inaccurate School Accountability Report Cards	Classroom Periods with 20% or More English Learners Where Teacher Lacks Authorization <sup>1</sup>	Teacher Vacancies Filled <sup>1</sup>	Overall Missassignments During CalSAAS Review <sup>1</sup>	Number of Classes/	
													Teacher Vacancies	Missassignments

**1st Supervisorial District**

Adelanto Elementary	8,044	16	7	29	18	0	0	0	0	0	0	0	1	0
Apple Valley Unified	14,762	15	2	1	0	0	0	0	0	7	0	0	23	0
Barstow Unified	6,401	13	3	12	6	0	0	0	0	0	2	2	16	15
Hesperia Unified	24,475	31	7	27	20	0	0	0	0	1	0	0	3	0
Lucerne Valley Unified	10,873	11	3	16	4	0	0	0	0	27	0	0	16	2
Morongo Unified	7,580	17	3	10	5	0	0	0	0	0	0	0	0	0
Needles Unified	912	6	3	12	0	2	0	360	0	0	1	1	9	0
Rialto Unified	24,104	31	11	63	28	0	0	0	0	0	0	0	23	0
San Bernardino City Unified	51,013	86	43	327	165	2	2	0	0	18	0	0	35	9
Snowline Joint Unified	7,688	13	2	2	2	0	0	0	0	0	0	0	0	0
Victor Elementary	12,470	19	7	25	21	0	0	0	0	0	1	1	0	0
Victor Valley Union High	11,920	13	4	20	16	0	0	0	0	0	0	0	27	0
<b>1st Supervisorial District Totals</b>	<b>180,242</b>	<b>271</b>	<b>95</b>	<b>544</b>	<b>285</b>	<b>4</b>	<b>2</b>	<b>360</b>	<b>0</b>	<b>53</b>	<b>4</b>	<b>4</b>	<b>153</b>	<b>26</b>

**2nd Supervisorial District**

Colton Joint Unified	19,986	29	11	180	42	2	0	0	0	0	9	9	10	1
Cucamonga	2,395	5	1	0	0	0	0	0	0	0	0	0	2	0
Fontana Unified	35,101	46	17	120	39	2	1	0	0	1	2	2	18	15
Hesperia Unified	24,475	31	7	27	20	0	0	0	0	1	0	0	3	0
Rialto Unified	24,104	31	11	63	28	0	0	0	0	0	0	0	23	0
San Bernardino City Unified	51,013	86	43	327	165	2	2	0	0	18	0	0	35	9
<b>2nd Supervisorial District Totals</b>	<b>157,074</b>	<b>228</b>	<b>90</b>	<b>717</b>	<b>294</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>11</b>	<b>11</b>	<b>91</b>	<b>25</b>

**3rd Supervisorial District**

Apple Valley Unified	14,762	15	2	1	0	0	0	0	0	7	0	0	23	0
Barstow Unified	6,401	13	3	12	6	0	0	0	0	0	2	2	16	15
Colton Joint Unified	19,986	29	11	180	42	2	0	0	0	0	9	9	10	1
Lucerne Valley Unified	10,873	11	3	16	4	0	0	0	0	27	0	0	16	2
Morongo Unified	7,580	17	3	10	5	0	0	0	0	0	0	0	0	0
Needles Unified	912	6	3	12	0	2	0	360	0	0	1	1	9	0
Redlands Unified	20,162	28	1	0	0	0	0	0	0	0	0	0	1	1
San Bernardino City Unified	51,013	86	43	327	165	2	2	0	0	18	0	0	35	9
Yucaipa-Calimesa Joint Unified	9,707	15	2	0	0	0	0	0	0	0	0	0	0	0
<b>3rd Supervisorial District Totals</b>	<b>141,396</b>	<b>220</b>	<b>71</b>	<b>558</b>	<b>222</b>	<b>6</b>	<b>2</b>	<b>360</b>	<b>0</b>	<b>52</b>	<b>12</b>	<b>12</b>	<b>110</b>	<b>28</b>

<sup>1</sup>Due to state-level postponements impacting the annual assignment monitoring and review process for the 2020/2021 and 2021/2022 fiscal years, the 2020/2021 findings are the most recent data available.

<sup>2</sup>Table data for school districts that represent more than one Supervisorial District are unduplicated.

**San Bernardino County Superintendent of Schools  
Williams Settlement Annual Report by Supervisorial District  
Fiscal Year 2021/2022 (cont.)**

School District	Total Enrollment	Total Schools	Deciles 1-3	Total "Good Repair" Facility Deficiencies	Remedied "Good Repair" Facility Deficiencies	Total "Emergency Repair" Facility Deficiencies	Remedied "Emergency Repair" Facility Deficiencies	Instructional Materials Insufficiencies	Inaccurate School Accountability Report Cards	Classroom Periods with 20% or More English Learners Where Teacher Lacks Authorization <sup>1</sup>	Teacher Vacancies Filled <sup>1</sup>	Teacher Vacancies	Overall Misassignments	Overall Misassignments Corrected During CalSAAS Review <sup>1</sup>
<b>4th Supervisorial District</b>														
Chino Valley Unified	26,822	36	6	34	25	0	0	0	0	0	0	0	17	2
Cucamonga	2,395	5	1	0	0	0	0	0	0	0	0	0	2	0
Ontario-Montclair	18,909	33	16	100	28	0	0	0	0	3	2	2	8	2
<b>4th Supervisorial District Totals</b>	<b>48,126</b>	<b>74</b>	<b>23</b>	<b>134</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>27</b>	<b>4</b>
<b>5th Supervisorial District</b>														
Colton Joint Unified	19,986	29	11	180	42	2	0	0	0	0	9	9	10	1
Fontana Unified	35,101	46	17	120	39	2	1	0	0	1	2	2	18	15
Redlands Unified	20,162	28	1	0	0	0	0	0	0	0	0	0	1	1
Rialto Unified	24,104	31	11	63	28	0	0	0	0	0	0	0	23	0
San Bernardino City Unified	51,013	86	43	327	165	2	2	0	0	18	0	0	35	9
<b>5th Supervisorial District Totals</b>	<b>150,366</b>	<b>220</b>	<b>83</b>	<b>690</b>	<b>274</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>11</b>	<b>11</b>	<b>87</b>	<b>26</b>
<b>County Totals<sup>2</sup></b>	<b>313,324</b>	<b>463</b>	<b>149</b>	<b>978</b>	<b>419</b>	<b>8</b>	<b>3</b>	<b>360</b>	<b>0</b>	<b>57</b>	<b>17</b>	<b>17</b>	<b>209</b>	<b>47</b>

<sup>1</sup>Due to state-level postponements impacting the annual assignment monitoring and review process for the 2020/2021 and 2021/2022 fiscal years, the 2020/2021 findings are the most recent data available.

<sup>2</sup>Table data for school districts that represent more than one Supervisorial District are unduplicated.

**Chino Valley Unified School District  
Fiscal Year 2021/2022 Williams Annual Report**

School	Total Enrollment	Decile 1-3 Rank	Total "Good Repair" Facility Deficiencies		Remedied "Good Repair" Facility Deficiencies		Total "Emergency Repair" Facility Deficiencies		Remedied "Emergency Repair" Facility Deficiencies		Instructional Materials Insufficiencies		Inaccurate School Accountability Report Cards		Teacher Lacks Authorization <sup>1</sup>		Teacher Vacancies Filled <sup>1</sup>		Overall Misassignments <sup>1</sup>		Overall Misassignments Corrected During CalSAAS Review <sup>1</sup>
			Total	1-3 Rank	Total	"Good Repair" Facility	Total	"Emergency Repair" Facility	Total	"Emergency Repair" Facility	Inaccurate School Accountability Report Cards	Teacher Lacks Authorization <sup>1</sup>	Teacher Vacancies Filled <sup>1</sup>	Teacher Vacancies Filled <sup>1</sup>	Overall Misassignments <sup>1</sup>						
Borba (Anna A.) Elementary	363	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Chino High	1,851	3	20	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	2	
Dickson (Doris) Elementary	561	3	7	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	
Marshall (E.J.) Elementary	407	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ramona Junior High	480	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	
Walnut Avenue Elementary	467	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Subtotals</b>	<b>4,129</b>		<b>34</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>2</b>	

<sup>1</sup>Due to state-level postponements impacting the annual assignment monitoring and review process for the 2020/2021 and 2021/2022 fiscal years, the 2020/2021 findings are the most recent data available.

**Refer to Williams Glossary of Terms**

## ***Williams* Glossary of Terms**

**Academic Performance Index (API)** – A component of California’s Public Schools Accountability Act of 1999 utilized from 1999-2013, the API measured the academic performance and growth of schools. Simply put, the API was calculated by converting a student’s performance on a statewide assessment into points on the API scale. These points were then averaged across all students and all tests and the result was a school’s API. The API is no longer calculated due to the launch of the new accountability system known as the California School Dashboard, which has been designed to better measure the State’s educational goals based on a growth model.

With the recent passage of Assembly Bill (AB) 599, a new list of schools for the county superintendent's annual *Williams* Settlement visits was established by the Superintendent of Public Instruction during the 2021/2022 fiscal year for monitoring beginning with the 2022/2023 fiscal year. AB 599 also requires another list of schools to be identified in the 2022/2023 fiscal year (for a three-year monitoring cycle beginning with the 2023/2024 fiscal year) and new lists every three fiscal years. Schools, including charter schools, will be selected for visitation if they meet any of the following criteria: identified for comprehensive support and improvement (CSI) or additional targeted support and improvement (ATSI) under federal law; schools where 15 percent or more of the teachers hold a permit, certificate, or any other authorization that are lesser certifications than a preliminary or clear California teaching credential.

**California Statewide Assignment Accountability System (CalSAAS)** – As defined by the Commission on Teacher Credentialing, “CalSAAS is a new system of Assignment Monitoring allowing annual monitoring of all certificated educator assignments. CalSAAS works through the comparison of the California Department of Education’s California Longitudinal Pupil Achievement Data System (CALPADS) assignment data and the Commission’s Credential authorization data by educator’s California Statewide Educator Identifier (SEID). Through this comparison the system identifies questionable assignments, referred to as “exceptions,” and provides Local Educational Agencies (LEAs) and County Offices of Education (COE) with an opportunity to address anomalies, and correct misassignments.”

**Deciles** – Under the State’s prior accountability system, the method used to rank schools statewide (determined by a school’s Academic Performance Index [API]) rated one through ten (lowest to highest) when compared to schools of the same type. In March of 2017, California launched a new accountability system to replace the API and measurements for determining lowest performing schools.

**Deciles 1-3 Schools** – Under the State’s prior accountability system, schools ranked in Deciles 1-3 had the lowest statewide ranking (on a scale of one [1] to ten [10]) based on their APIs when compared to other schools of the same type across the state. The monitoring determinant for the 2021/2022 fiscal year used Deciles 1-3 rankings based on the 2012 Base Academic Performance Index Report. All deciles 1-3 schools were subject to county monitoring for compliance with the *Williams* Settlement requirements.

**Emergency Repair** – Structures or systems of a facility are in a condition that poses an emergency or urgent threat to the health and safety of pupils or staff.

**Good Repair** – Good repair means a facility is maintained in a manner that ensures it is clean, safe, and functional. Good repair status is determined by a school facility inspection and evaluation instrument (known as the *Facilities Inspection Tool* [FIT]) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

**Inaccurate School Accountability Report Card (SARC)** – SARCs with outstanding inaccuracies or missing information pertaining to the quality, currency, and availability of sufficient textbooks and/or instructional materials and the safety, cleanliness, and adequacy of school facilities. These areas are reviewed in accordance with the state’s data definitions and the previous year’s *Williams* visit findings. All California public schools must annually publish SARCs which contain specific information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

**Instructional Materials Insufficiencies** – The number of insufficiencies identified in the four core subject areas (English language arts, mathematics, science, and history-social science) at each school during the *Williams* site visit that were not corrected by the eighth week of school. Sufficient textbooks or instructional materials means, “each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.”

**Local Control Funding Formula (LCFF)** – The current K-12 funding system that provides funding to districts based on the demographic profile of the students they serve. Implementation of the formula began in Fiscal Year 2013/2014.

**Local Control and Accountability Plan (LCAP)** – Required under the LCFF, the LCAP is a locally developed three-year plan that describes how a local educational agency (LEA) intends to meet annual goals for all pupils, including specific activities to address state and local priorities identified in Education Code.

**Local Control and Accountability Plan (LCAP) Priority 1** – One of the state-defined priorities that must be addressed in a local educational agency’s LCAP to capture local measurement of progress for meeting *Williams* Settlement requirements, including: the degree to which the teachers of the school district are appropriately assigned and fully credentialed in the subject areas, and, for the pupils they are teaching; ensuring every pupil in the school district has sufficient access to the standards-aligned instructional materials; and school facilities are maintained in good repair.

**Number of Classes/Classroom Periods with 20% or More English Learners Where Teacher Lacks Authorization** – The total number of classes/classroom periods identified as having 20 percent or more English Learner students (assigned/enrolled) where a teacher was not properly authorized to provide English Learner services. *Please note secondary level teachers with 20 percent or more English Learners will be counted for each period requiring authorization.*

**Overall Misassignments** – Total vacancies and corrected or uncorrected assignments based on Census Date identified during the Fiscal Year 2020/2021 Assignment Monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (Education Code 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

**Overall Misassignments Corrected During CalSAAS Review** – Total misassignments corrected by the local education agency after Census Date and prior to the monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (E.C. 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

**Remedied “Emergency Repair” Facility Deficiencies** – The number of facility deficiencies identified as emergency repair issues that were corrected prior to the completion of the *Williams* site visit.

**Remedied “Good Repair” Facility Deficiencies** – The number of facility deficiencies identified as good repair issues that were corrected prior to the completion of the *Williams* site visit.

**Teacher Vacancies** – Total number of Fiscal Year 2020/2021 teacher vacancies which are based on SARC data annually reported by local education agencies to the California Department of Education.

“Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

**Teacher Vacancies Filled** – Total number of Fiscal Year 2020/2021 teacher vacancies that were filled after the beginning of the year or semester. “Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

Per the California Department of Education’s SARC Data Definitions for 2021 regarding teacher vacancies, “Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single-designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester.”

**Total “Emergency Repair” Facility Deficiencies** – The total number of facility deficiencies identified as emergency repair issues at the time of the site visit.

**Total Enrollment** – Total enrollment figures for districts overall and individual schools based on the California Department of Education’s Fiscal Year 2021/2022 DataQuest District and School Enrollment Reports.

**Total “Good Repair” Facility Deficiencies** – The total number of facility deficiencies identified as good repair issues at the time of the site visit.

**Total Schools** – Total number of schools in each district based on the California Department of Education’s Fiscal Year 2021/2022 DataQuest District and School Enrollment Reports.

**Williams Settlement** – The American Civil Liberties Union filed *Williams v. California* on behalf of the plaintiffs (nearly 100 students from San Francisco County) as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issues of equity for disadvantaged and minority students, particularly in large and urban school districts, were the crux of the case.

The *Williams* Lawsuit Settlement was reached and enacted into law in August 2004. County superintendents must annually monitor and report on the lowest performing schools (based on statewide decile rankings for the 2021/2022 fiscal year) for each of the following areas:

- **Instructional Materials**—All students, including English Learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their SARC. Additionally, all schools must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

*Note: All schools, regardless of decile ranking, must adhere to Williams requirements.*



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support  
Luke Hackney, Director, Elementary Curriculum and Instruction  
Julian Rodriguez, Ed.D., Secondary Curriculum and Instruction  
**SUBJECT: REVISION OF BOARD POLICY 6143 INSTRUCTION – COURSES OF STUDY**

=====

**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 6143 Instruction – Courses of Study is being updated to include that the District’s course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares students for high school graduation and career entry. The update also adds a new section “Financial Aid Requirements for Students in Grade 12” that reflects Assembly Bill 132 which (1) starting in the 2022/2023 school year, requires districts to confirm that each student in grade 12 completes and submits a Free Application for Federal Student Aid (FAFSA) to the U.S. Department of Education and/or if a student is exempt from paying nonresident tuition, a California Dream Act Application (CADAA) to the Student Aid Commission, unless the student’s parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the District, or in specified circumstances, the District shall exempt the student or the student’s parent/guardian from completing the FAFSA, CADAA, or opt-out form and completes and submits an opt-out form on the student’s behalf, (2) requires districts to ensure that each high school student in grade 12 and, if applicable, the student’s parent/guardian be directed to any support and assistance necessary to complete the FAFSA and/or CADAA, and (3) that information shared by students and parents/guardians in completing and submitting the FAFSA and CADAA is handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person’s immigration status or other personal information.

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

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Board Policy 6143 Instruction – Courses of Study.

**FISCAL IMPACT**

None.

NE:GP:LH:JR:rtr

## **COURSES OF STUDY**

The Board of Education recognizes that a well-aligned sequence of courses fosters academic ~~progress~~ GROWTH and provides for the best possible use of instructional time. The District's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful ~~in school~~ ACADEMICALLY, ~~college~~ PROFESSIONALLY, and ~~the workplace~~ PERSONALLY.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development Implementation and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the District. As necessary, ~~he/she~~ THE SUPERINTENDENT OR DESIGNEE ~~also~~ shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, ONLY UTILIZES PREREQUISITES THAT ARE ESSENTIAL TO SUCCESS IN A GIVEN PROGRAM OR COURSE, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

~~The Board of Education shall determine the instructional content, how the content is covered, and at which grade level(s). The State Board of Education and the Board of Education shall not adopt instructional materials or follow the procedures adopted pursuant to education code Sections 60200 and 60200.1 until the 2015-16 school year. (Education Code 60200.7)~~

### **Elementary Grades**

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

(cf. 6146.5 - Elementary/Junior High School Promotion Requirements)

### **Secondary Grades**

The District shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. THE DISTRICT'S COURSE OF STUDY MAY PROVIDE FOR A RIGOROUS ACADEMIC CURRICULUM THAT INTEGRATES ACADEMIC AND CAREER SKILLS, INCLUDES APPLIED LEARNING ACROSS ALL DISCIPLINES, AND PREPARES ALL STUDENTS FOR HIGH SCHOOL GRADUATION AND CAREER ENTRY. (Education Code 51228)

**COURSES OF STUDY (cont.)**

(cf. 5121 - Grades/Evaluation of Student Achievement)  
 (cf. 6146.1 - High School Graduation Requirements)  
 (cf. 6162.52 - High School Exit Examination)  
 (cf. 6178 - Vocational Education)

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities ~~before~~ PRIOR TO graduation. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet CALIFORNIA college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. ~~He/she~~ THE SUPERINTENDENT OR DESIGNEE shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to ~~each~~ ALL studentS in grades 9-12 AND THEIR PARENTS/GUARDIANS, and shall make updated lists readily available. (Education Code 51229, 66204)

**FINANCIAL AID REQUIREMENTS FOR STUDENTS IN GRADE 12**

THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE INFORMATION TO STUDENTS AND PARENTS/GUARDIANS REGARDING THE COMPLETION AND SUBMISSION OF THE FREE APPLICATION FOR FEDERAL STUDENT AID (FAFSA) AND/OR THE CALIFORNIA DREAM ACT APPLICATION (CADAA) AT LEAST ONCE BEFORE GRADE 12. (Education Code 51225.8)

COMMENCING IN THE 2022-23 SCHOOL YEAR, THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT EACH STUDENT IN GRADE 12 COMPLETES AND SUBMITS A FAFSA TO THE U.S. DEPARTMENT OF EDUCATION OR, IF A STUDENT IS EXEMPT FROM PAYING NONRESIDENT TUITION A CADAA TO THE STUDENT AID COMMISSION (CSAC), UNLESS EITHER: (Education Code 51225.7)

1. THE STUDENT'S PARENT/GUARDIAN, EMANCIPATED MINOR, OR STUDENT AGE 18 YEARS OR OLDER SUBMITS AN OPT-OUT FORM TO THE DISTRICT
2. IF THE DISTRICT DETERMINES THAT A STUDENT IS UNABLE TO COMPLETE A REQUIREMENT OF EDUCATION CODE 51225.7, THE DISTRICT SHALL EXEMPT THE STUDENT OR THE STUDENT'S PARENT/GUARDIAN FROM COMPLETING THE FAFSA, CADAA, OR OPT-OUT FORM AND SHALL COMPLETE AND SUBMIT AN OPT-OUT FORM ON THE STUDENT'S BEHALF

**COURSES OF STUDY (cont.)**

THE SUPERINTENDENT OR DESIGNEE SHALL ENSURE THAT EACH HIGH SCHOOL STUDENT IN GRADE 12, AND IF APPLICABLE, THE STUDENT'S PARENT/GUARDIAN, BE DIRECTED TO ANY SUPPORT AND ASSISTANCE NECESSARY TO COMPLETE THE FAFSA AND/OR CADAA THAT MAY BE AVAILABLE THROUGH OUTREACH PROGRAMS, INCLUDING, BUT NOT LIMITED TO, PROGRAMS OPERATED BY CSAC, POSTSECONDARY IMMIGRATION RESOURCE CENTERS, COLLEGE READINESS ORGANIZATIONS, COMMUNITY-BASED ORGANIZATIONS, AND/OR LEGAL RESOURCE ORGANIZATIONS. (Education Code 51225.7)

INFORMATION SHARED BY STUDENTS AND PARENTS/GUARDIANS IN COMPLETING AND SUBMITTING THE FAFSA AND/OR CADAA SHALL BE HANDLED IN COMPLIANCE WITH THE FEDERAL FAMILY RIGHTS AND PRIVACY ACT AND APPLICABLE STATE LAW, REGARDLESS OF ANY PERSON'S IMMIGRATION STATUS OR OTHER PERSONAL INFORMATION. (Education Code 51225.7)

**Legal Reference:****EDUCATION CODE**

200 Equal rights and opportunities in state educational institutions  
 220 Prohibition of discrimination  
 234.1 Student protections relating to discrimination, harassment, intimidation, and bullying  
 234.7 Student protections relating to immigration and citizenship status  
 33319.3 Driver education; CDE materials on road rage  
 33540 Standards for government and civics instruction  
 48980 Parent/Guardian notifications  
 49060-49079 Student records  
 51202 Instruction in personal and public health and safety  
 51203 Instruction on alcohol, narcotics and dangerous drugs  
 51204 Course of study designed for student's needs  
 51204.5 History of California; contributions of men, women, and ethnic groups  
 51210-51212 Course of study for grades 1-6  
 51220-51230 Course of study for grades 7-12  
 51241 Temporary, two-year or permanent exemption from physical education  
 51911-51921 Comprehensive health education  
 51930-51939 California Healthy Youth Act  
 51940 Curriculum for brain and spinal cord injury prevention  
 60040-60052 Requirements for instructional materials  
 66204 Certification of high school courses as meeting university admission criteria

**HEALTH AND SAFETY CODE**

11032 Definition of dangerous drugs

**PENAL CODE**

422.55 Definition of hate crime

**CODE OF REGULATIONS, TITLE 5**

10020-10049 Automobile driver education and training 10060 Physical education program  
 10060 Criteria for high school physical education programs  
 430-438 Individual student records  
 4940 Nondiscrimination; course access

**COURSES OF STUDY (cont.)**

CODE OF REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

GOVERNMENT CODE

11135 Nondiscrimination; accessibility to state web sites

7282-7282.5 Standards for responding to U.S. Immigration and Customs enforcement holds

7283-7283.2 Standards for participation in U.S. Immigration and Customs enforcement programs

7284-7284.12 Cooperation with immigration authorities

UNITED STATES CODE, TITLE 20

6101-6251 School-to-Work Opportunities Act of 1994

**Management Resources:**

WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)

Federal Student Aid: [www.studentaid.gov](http://www.studentaid.gov)

American Red Cross, Hands-Only CPR: [www.redcross.org/take-a-class](http://www.redcross.org/take-a-class)

American Heart Association: [www.heart.org](http://www.heart.org)

California Student Aid Commission: [www.csac.ca.gov](http://www.csac.ca.gov)

California Career Resource Network: [www.californiacareers.info](http://www.californiacareers.info)

University of California, a-g Course Submissions: <https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>

University of California, List of Approved a-g Courses:

<https://admission.universityofcalifornia.edu/admission-requirements/freshman-requirements>

California State University, Admission Requirements: [www.csumentor.edu/planning/high\\_school](http://www.csumentor.edu/planning/high_school)

California Colleges Edu: [www.californiacolleges.edu](http://www.californiacolleges.edu)

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

**Chino Valley Unified School District**

Policy adopted: August 21, 1997

Revised: March 5, 2009

Revised: April 5, 2012

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022

**TO:** Members, Board of Education

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

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

**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 185 which restores the option to authorize the completion of a course in career technical education in lieu of the visual or performing arts or world language course requirement for high school, which was deleted by Assembly Bill 101.

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 6146.1 Instruction – High School Graduation Requirements.

**FISCAL IMPACT**

None.

NE:GP:JR: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 diploma that represents their educational achievement and increases their opportunities for postsecondary education and 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 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 the state academic content standards for Algebra I or Integrated Mathematics I. Students may complete 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. One course in visual or performing arts, or world language, OR CAREER TECHNICAL EDUCATION (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language (Education Code 51225.3)

~~If a student completed a career technical education course prior to July 1, 2022, that TO BE COUNTED TOWARDS MEETING graduation requirements, of Education Code 51225.3, such a CTE course will fulfill~~ SHALL BE ALIGNED TO the visual or performing arts or world language requirement CTE MODEL CURRICULUM STANDARDS AND FRAMEWORK ADOPTED BY THE STATE BOARD 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)

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

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

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

<b>Subject</b>	<b>Units per Subject</b>	<b>Total Units per Subject</b>
English/Reading		40 units
Mathematics:		30 units
Algebra I/Integrated Math I (if taken at the high school level)	10 units	
Other higher level math	20 units	
Physical Education		20 units
Visual and Performing Arts (VAPA)/World Language		20 units*

\*One VAPA course may be replaced with Career Technical Education prior to July 1, 2022 only

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

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)

**Retroactive Diplomas**

Any student who completed grade 12 in the 2003/2004 THROUGH 2014/2015 school year and 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, the District may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

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

1. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a District high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by 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 2019/2020 school year, were in good academic standing and on track to graduate at the end of the 2019/2020 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

## **Honorary Diplomas**

The Board may grant an honorary high school diploma to a student who is terminally ill. (Education Code 51225.5)

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.

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

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.
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

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

51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-51413 Diplomas  
51430 Retroactive high school diplomas  
51440 Retroactive high school diplomas  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study  
56390-56392 Recognition for educational achievement, special education  
66204 Certification of high school courses as meeting university admissions criteria  
67386 Student safety; affirmative consent standard  
CODE OF REGULATIONS, TITLE 5  
1600-1651 Graduation of students from grade 12 and credit toward graduation  
4600-4670 Uniform complaint procedures  
COURT DECISIONS  
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

### **Management Resources:**

#### WEBSITES

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

### **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: October 20, 2022

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** December 15, 2022  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**SUBJECT: REVISION OF BOARD POLICY 3430 BUSINESS AND NONINSTRUCTIONAL OPERATIONS – DISTRICT INVESTMENTS**

=====

**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. Board Policy 3430 is being revised to reflect recommendations from the District’s investment firm, Crawford Investment Counsel, Inc.

Revision of Board Policy 3430 Business and Noninstructional Operations – District Investments is being updated to reflect changes to the interest rate environment and the future positioning of the investment pools to be able to benefit from higher current yields available in the market for a longer period of time than currently allowed in the policy while maintaining the liquidity and access to funds in the event of a capital need. This item was presented to the Board of Education on November 17, 2022, as information.

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

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the revision of Board Policy 3430 Business and Noninstructional Operations – District Investments.

**FISCAL IMPACT**

None.

NE:GJS:pw

## **DISTRICT INVESTMENTS**

### **General Information**

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

### **Scope of Investment Policy**

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

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

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

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

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

### **Cash Flow Expectations**

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

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



**DISTRICT INVESTMENTS (cont.)****Delegation of Authority**

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

1. Investment Manager/Broker

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

2. Custodian

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

3. Co-Trustee

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

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

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

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

**DISTRICT INVESTMENTS (cont.)****Definitions**

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

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

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

- a. Adhering to the legal requirements of the Education Code and Government Code and all other applicable policies and regulations.
- b. Projecting the Plan's financial needs and communicating these needs to the Investment Manager/Broker, and other appropriate parties, on a timely basis.
- c. Determining the Plan's Risk Tolerance and Investment Horizon and communicating these to the appropriate parties.

**DISTRICT INVESTMENTS** (continued)

- d. Establishing reasonable and consistent investment objectives, policies, and guidelines ~~which~~ THAT will direct the investment of Plan assets.
- e. Prudently and diligently selecting qualified investment professionals, including Investment Manager(s)/Broker(s), and Custodian(s).
- f. Regularly evaluating the performance of the Investment Manager(s)/Broker(s) to assure adherence to policy guidelines and monitor the achievement of investment objectives.
- g. Developing and enacting appropriate control procedures: for example, replacing an Investment Manager/Broker due to a fundamental change in the Investments Management/Broker process, or failure to comply with established guidelines.

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

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

- a. Discretionary investment management, including decisions to buy, sell or hold individual securities and to alter asset allocation within the guidelines established in this statement.
- b. Reporting, on a timely basis, quarterly investment performance results. At least once per year these results will be reported to the Board of Education.
- c. Communicating any major changes to THE economic outlook investment strategy or any other factors which affect THE implementation of THE investment process or the investment objective progress of the Plan's investment management.
- d. Informing the Board of Education regarding any qualitative change to THE Investment Management organization: examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.

**DISTRICT INVESTMENTS (cont.)****General Investment Principles**

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

**Investment Management Policy****1. Preservation of Capital**

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

**2. Risk Aversion**

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

**3. Adherence to Investment Discipline**

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

**DISTRICT INVESTMENTS (cont.)****Goals of the Cash Management Program**

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

**Attitude towards Additional Investments**

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

**Spending Policy**

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

**Investment Objectives (Strategy)**

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

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

**DISTRICT INVESTMENTS (cont.)**

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

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

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

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

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

**Capital Markets Expectations**

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

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

**Specific Investment Goals**

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

**DISTRICT INVESTMENTS** (cont.)

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

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

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

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

**Definition of Risk**

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

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

**DISTRICT INVESTMENTS (cont.)****Volatility of Returns**

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

**Liquidity**

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

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

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

**Marketability of Assets**

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

**Investment Guidelines**

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

**1. Allowable Assets****a. Permitted Short-Term Investments**

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

- ~~U.S. Treasury Bills~~
- U.S. GOVERNMENT AND AGENCY SECURITIES



**DISTRICT INVESTMENTS (cont.)**

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

\* Note that a maximum principal amount of ~~\$1,000,000~~ 5% may be invested in any single corporate issuer.

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

**2. Permitted Mid-Term Investments**

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

- U.S. Government and Agency Securities
- Corporate Notes and Bonds
- ~~Collateralized Mortgage Obligations\*~~
- TAXABLE MUNICIPAL BONDS
- ASSET-BACKED SECURITIES (PRIME COLLATERAL)
- Guaranteed Investment Contracts\*\*
- ~~Corporate Bonds~~

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

\*\* Note that a maximum principal amount of ~~\$1,000,000~~ 5% may be invested in any single issuer.

**3. Permitted Long-Term Investments**

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

- U.S. GOVERNMENT AND AGENCY SECURITIES
- ~~U.S. Treasury Notes and Bonds~~
- ~~U.S. Agencies~~

**DISTRICT INVESTMENTS (cont.)**

- ~~Collateralized Mortgage Obligations\*~~
- CORPORATE NOTES AND BONDS
- TAXABLE MUNICIPAL BONDS
- ASSET-BACKED SECURITIES (PRIME COLLATERAL)
- Guaranteed Investment Contracts\*

\* Note that a maximum principal amount of ~~\$1,000,000~~ 5% may be invested in any single issuer.

**4. Derivative Investments**

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

**a. Prohibited Assets**

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

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

**DISTRICT INVESTMENTS (cont.)**

## b. Prohibited Transactions

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

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

**5. Asset Allocation Guidelines**

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

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

<b>Asset Class</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Preferred</b>
Short-Term	5%	100%	5-10%
Mid-Term	0%	95%	50-60%
Long-Term	0%	<del>30%</del> 50%	<del>25-30%</del> 30-45%

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

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

**DISTRICT INVESTMENTS (cont.)****6. Guidelines for Fixed Income Investments and Cash Equivalents**

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

**Selection of Investment Managers/Brokers**

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

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

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

**DISTRICT INVESTMENTS (cont.)**

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

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

**Investment Policy Review**

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

Legal Reference:

EDUCATION CODE

41001 Deposit of money

41002 General fund deposits and exceptions

41015 Authorization of investment of special reserve or surplus funds

GOVERNMENT CODE

53601 Circumstances authorizing investments, authorized investments.

**Chino Valley Unified School District**

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REVISED: