

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

# **BOARD OF EDUCATION**

# AGENDA

March 7, 2024

### **BOARD OF EDUCATION**

Donald L. Bridge Andrew Cruz Jonathan Monroe James Na Sonja Shaw

Chloe Kubeldis, Student Representative

SUPERINTENDENT Norm Enfield, Ed.D.

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

### CHINO VALLEY UNIFIED SCHOOL DISTRICT **REGULAR MEETING OF THE BOARD OF EDUCATION** Woodcrest Junior High School, MPR, 2725 South Campus, Ontario, CA 91761 4:30 p.m. – Closed Session • 6:00 p.m. – Regular Meeting

March 7, 2024

# AGENDA

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

The meeting the District's YouTube channel is live streamed on at https://www.youtube.com/channel/UCWKinB4PTb uskobmwBF8pw.



#### I.A. CALL TO ORDER - 4:30 P.M.

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

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

- a. Conference With Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4)): San Bernardino Superior Case No. SB 2300095. (Tao Rossini, APC) (5 minutes)
- b. Conference With Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): San Bernardino County Superior Court Case No. CIVSB2317301. (Liberty Justice Center) (Atkinson, Andelson, Loya, Ruud, and Romo) (10 minutes)
- c. Student Discipline Matters (Education Code 35146, 48918 (c) & (j):): Expulsion Cases 23/24-57 and 23/24-62. (25 minutes)
- d. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA Negotiations. Agency Designated Representatives: Lea Fellows, Sandra Chen, Joseph Durkin, and Jaime Ortega. (15 minutes)
- e. Public Employee Appointment (Government Code 54957): Deputy Superintendent and Assistant Superintendent, CIIS. (10 minutes)
- Public Employee Discipline Dismissal Release (Government Code 54957): (10 minutes)
- g. 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. COMMENTS FROM STUDENT REPRESENTATIVE

Proceedings of this meeting are recorded.

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

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

I.F. CHANGES AND DELETIONS

II. ACTION

#### II.A. ADMINISTRATION

<b>II.A.1.</b> Page 8	New Board Policy and AdministrativeRegulation 5010—NotificationRecommend the Board of Education approvenew Board Policy and AdministrativeRegulation 5010—Notification.	Motion Second Preferential Vote: Vote: Yes No
II.B.	HUMAN RESOURCES	
<b>II.B.1.</b> Page 20	Resolution 2023/2024-42, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298	Motion Second Preferential Vote: Vote: Yes No

Recommend the Board of Education adopt Resolution 2023/2024-42, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298.

### III. CONSENT

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

#### III.A. ADMINISTRATION

#### III.A.1. Minutes of the February 15, 2024 Regular Meeting

Page 22 Recommend the Board of Education approve the minutes of the February 15, 2024 regular meeting.

#### III.A.2. Deletion of Board Policy 5020.1—Parental Notification

Page 31 Recommend the Board of Education delete Board Policy 5020.1—Parental Notification.

#### III.B. BUSINESS SERVICES

#### III.B.1. <u>Warrant Register</u>

Page 35 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

# III.B.2.2023/2024 Applications to Operate Fundraising Activities and OtherPage 36Activities for the Benefit of Students

Recommend the Board of Education approve/ratify the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

#### III.B.3. <u>Fundraising Activities</u>

Page 38 Recommend the Board of Education approve/ratify the fundraising activities.

#### III.B.4. Donations

Page 41 Recommend the Board of Education accept the donations.

#### III.B.5. Legal Services

Page 44 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

#### III.C.1. Student Expulsion Cases 23/24-57 and 23/24-62

Page 45 Recommend the Board of Education approve student expulsion cases 23/24-57 and 23/24-62.

#### III.C.2. <u>School Sponsored Trips</u>

Page 46 Recommend the Board of Education approve/ratify the school-sponsored trips for Hidden Trails ES, Ayala HS, Chino HS, and Don Lugo HS.

# III.C.3.Chino Valley Learning Academy Student Attendance Calendars for the<br/>2024/2025 and 2025/2026 School Years

Recommend the Board of Education approve the Chino Valley Learning Academy student attendance calendars for the 2024/2025 and 2025/2026 school years.

#### III.C.4. <u>Textbook Adoption for Advanced Placement Courses</u>

- Page 51 Recommend the Board of Education adopt the following instructional materials for the textbook adoption for advanced placement courses: AP Biology
  - a) Pearson. Campbell Biology 12th Edition. Urry, et al. 2021.
     Replaces: Pearson. AP Biology 9th Edition. Reece, et al. 9th 12 Grade.
     2011.

- AP Environmental Science
- b) Bedford, Freeman & Worth. Environmental Science for the AP Course. Andrew Friedland; Rick Relyea. 2023. Replaces: Wiley. Environmental Science, Earth as a Living Planet 6th Edition. Daniel Botkin; Edward Keller. 2007.

#### AP English 12

 c) Bedford, Freeman & Worth. Literature & Composition, Essential Voices, Essential Skills for the AP Course. Shea, et al. 2022.; and Norton. The Norton Guide to AP Literature, Writing & Skills. Melissa Smith; Susan Barber. 2022.
 Replaces: Pearson. Literature: An Introduction to Fiction, Poetry, and

Drama, 9th Edition. Kennedy. 2005.

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

#### III.D.1. Purchase Order Register

Page 53 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 54 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

#### III.D.3. <u>Surplus/Obsolete Property</u>

Page 56 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

#### III.D.4. Change Orders and Notices of Completion for CUPCCAA Projects

Page 64 Recommend the Board of Education approve the Change Orders and Notices of Completion for CUPCCAA Projects.

#### III.D.5. Award of Request for Proposals 23-24-07, Unarmed Security Services

Page 66 Recommend the Board of Education award of RFP 23-24-07, Unarmed Security Services to Allied Universal Security Services, Alltech Industries, Inc., SafeRock, and TriGuard Security Services, Inc.

#### III.D.6. Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS, Page 68 Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project

Recommend the Board of Education approve the Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project.

# III.D.7.Award of Bid No. 23-24-08F, Ayala HS and Chino Hills HS AquaticPage 72Scoreboard Replacement—Rebid

Recommend the Board of Education award Bid No. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement—Rebid to Tricore Enterprises, Inc., dba Quiel School Signs.

#### III.D.8. Amendment to Fiscal Impact for Bid No. 22-23-08F, Preserve II School—

Page 73 New Construction, to Include Capital Facilities Fund 25 and ELOP Fund 01 Recommend the Board of Education approve the amendment to fiscal impact

for Bid No. 22-23-08F, Preserve II School—New Construction, to Include Capital Facilities Fund 25 and ELOP Fund 01.

### III.D.9. <u>Resolution 2023/2024-43</u>, <u>Emergency Request to San Bernardino</u>

#### Page 74 County Superintendent of Schools for Authorization to Award a Contract without Bidding and Advertising for Electrical System Repairs at Townsend JHS

Recommend the Board of Education adopt Resolution 2023/2024-43, Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract without Bidding and Advertising for Electrical System Repairs at Townsend JHS.

#### III.E. HUMAN RESOURCES

#### III.E.1. <u>Certificated/Classified Personnel Items</u>

Page 78 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

#### III.E.2. <u>Revision to the Job Description for Director of Maintenance</u>, Page 84 **Operations, and Construction**

Recommend the Board of Education approve the revision to the job description for Director of Maintenance, Operations, and Construction.

#### III.E.3. <u>Rejection of Claims</u>

Page 88 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

#### III.E.4. Fieldwork and Internship Master Agreement with Chapman University

Page 89 Recommend the Board of Education approve the Fieldwork and Internship Master Agreement with Chapman University.

### IV. INFORMATION

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

# IV.A.1.Revision of Board Policy 6146.1 Instruction—High School GraduationPage 116Requirements

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

# IV.A.2.Revision of Board Policy 6146.4 Instruction—Differential GraduationPage 125and Competency Standards for Students with Disabilities

Recommend the Board of Education receive for information the revision of Board Policy 6146.4 Instruction—Differential Graduation and Competency Standards for Students with Disabilities.

# V. COMMUNICATIONS

#### BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education Date posted: March 1, 2024

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Sonja Shaw, President, Board of Education

SUBJECT: NEW BOARD POLICY AND ADMINISTRATIVE REGULATION 5010—NOTIFICATION

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#### BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice in addition to the need for clarification. Education Code Section 51101, affords certain rights to California public school parents/guardians to be *mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children.* New Board Policy and Administrative Regulation 5010—Notification reflects this principle.

New language is provided in UPPER CASE.

#### RECOMMENDATION

It is recommended the Board of Education approve new Board Policy and Administrative Regulation 5010—Notification.

#### FISCAL IMPACT

None.

NE:pk

#### NOTIFICATION

THE CHINO VALLEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION STRIVES TO FOSTER TRUST BETWEEN THE DISTRICT AND PARENT(S)/GUARDIAN(S) OF ITS STUDENTS. TO THAT END, THE BOARD SUPPORTS THE FUNDAMENTAL RIGHTS OF PARENT(S)/GUARDIAN(S) TO DIRECT THE CARE AND UPBRINGING OF THEIR CHILDREN, INCLUDING THE RIGHT TO BE INFORMED OF AND INVOLVED IN ALL ASPECTS OF THEIR CHILD'S EDUCATION TO PROMOTE THE BEST OUTCOMES.

THE DISTRICT ACKNOWLEDGES THAT A "CUSTODIAL PARENT HAS A CONSTITUTIONAL RIGHT TO DETERMINE, WITHOUT UNDUE INTERFERENCE BY THE STATE, HOW BEST TO RAISE, NURTURE, AND EDUCATE THE CHILD." *TROXEL V. GRANVILLE*, 350 U.S. 57, 67-68 (2000). THE DISTRICT ALSO ACKNOWLEDGES THAT "THE CHILD IS NOT THE MERE CREATURE OF THE STATE; THOSE WHO NURTURE HIM AND DIRECT HIS DESTINY HAVE THE RIGHT, COUPLED WITH THE HIGH DUTY, TO RECOGNIZE AND PREPARE HIM FOR ADDITIONAL OBLIGATIONS." *PIERCE V. SOCIETY OF SISTERS*, 268 U.S. 510, 535 (1925).

IT IS THE INTENT OF CHINO VALLEY UNIFIED SCHOOL DISTRICT IN ENACTING THIS NOTIFICATION POLICY TO DO ALL OF THE FOLLOWING:

() PROVIDE PROCEDURES DESIGNED TO MAINTAIN AND, IN SOME CASES, RESTORE, TRUST BETWEEN SCHOOL DISTRICTS AND PARENT(S)/GUARDIAN(S) OF PUPILS.

(I) BRING PARENT(S)/GUARDIAN(S) INTO THE DECISION-MAKING PROCESS FOR MENTAL HEALTH AND SOCIAL-EMOTIONAL ISSUES OF THEIR CHILDREN AT THE EARLIEST POSSIBLE TIME IN ORDER TO PREVENT OR REDUCE POTENTIAL INSTANCES OF SELF-HARM.

(III) PROMOTE COMMUNICATION AND POSITIVE RELATIONSHIPS WITH PARENT(S)/GUARDIAN(S) OF PUPILS THAT PROMOTE THE BEST OUTCOMES FOR PUPILS' ACADEMIC AND SOCIAL-EMOTIONAL SUCCESS.

IT IS THE POLICY OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT THAT DISTRICT EMPLOYEES, ADMINISTRATORS AND CERTIFICATED STAFF COLLABORATE WITH PARENT(S)/GUARDIAN(S) IN EVALUATING THE NEEDS OF STUDENTS HAVING ACADEMIC, ATTENDANCE, SOCIAL, EMOTIONAL, OR BEHAVIORAL DIFFICULTIES AND IN IDENTIFYING STRATEGIES AND PROGRAMS THAT MAY ASSIST SUCH STUDENTS IN MAXIMIZING THEIR POTENTIAL.

THE DISTRICT NOTIFICATION POLICY REQUIRES THE FOLLOWING:

- 1. PRINCIPAL/DESIGNEE, CERTIFICATED STAFF, AND/OR SCHOOL COUNSELORS, SHALL NOTIFY THE PARENT(S)/GUARDIAN(S), IN WRITING, WITHIN THREE DAYS FROM THE DATE ANY DISTRICT EMPLOYEE, ADMINISTRATOR, OR CERTIFICATED STAFF, BECOMES AWARE THAT A STUDENT IS REQUESTING TO CHANGE ANY INFORMATION CONTAINED IN THE STUDENT'S OFFICIAL OR UNOFFICIAL RECORDS.
- 2. THE PRINCIPAL/DESIGNEE OR STAFF SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) OF THE STUDENT WHO PARTICIPATES IN SCHOOL-SPONSORED EXTRACURRICULAR AND COCURRICULAR ACTIVITIES OR TEAM(S) IN WRITING IMMEDIATELY OR AS SOON AS REASONABLY POSSIBLE.
- 3. THE PRINCIPAL/DESIGNEE, OR STAFF SHALL NOTIFY THE PARENT(S)/ GUARDIAN(S) OF THE STUDENT IMMEDIATELY OR AS SOON AS REASONABLY POSSIBLE, THAT THE STUDENT HAS EXPERIENCED ANY SIGNIFICANT PHYSICAL INJURY WHILE ON SCHOOL PROPERTY OR PARTICIPATING IN A SCHOOL SPONSORED ACTIVITY.
- 4. ALL DISTRICT EMPLOYEES SHALL TAKE EVERY STUDENT'S STATEMENT REGARDING SUICIDAL INTENT SERIOUSLY.
  - (a) WHENEVER AN EMPLOYEE, ADMINISTRATOR OR CERTIFICATED STAFF MEMBER SUSPECTS OR HAS KNOWLEDGE OF A STUDENT'S SUICIDAL INTENTIONS BASED ON THE STUDENT'S VERBALIZATIONS OR ACT OF SELF-HARM, THE EMPLOYEE, ADMINISTRATOR OR STAFF MEMBER SHALL PROMPTLY NOTIFY THE PRINCIPAL OR SCHOOL COUNSELOR, WHO SHALL IMPLEMENT DISTRICT'S INTERVENTION PROTOCOLS, AS APPROPRIATE, AND SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) IMMEDIATELY, OR AS SOON AS REASONABLY POSSIBLE.
  - (b) WHEN A SUICIDE ATTEMPT OR THREAT IS KNOWN, THE PRINCIPAL OR DESIGNEE SHALL ENSURE STUDENT SAFETY BY TAKING THE FOLLOWING ACTIONS:
    - (I) IMMEDIATELY SECURE MEDICAL TREATMENT AND/OR MENTAL HEALTH SERVICES AS NECESSARY;

- (II) KEEP THE STUDENT UNDER CONTINUOUS ADULT SUPERVISION UNTIL THE PARENT/GUARDIAN AND/OR APPROPRIATE SUPPORT AGENT OR AGENCY CAN BE CONTACTED AND HAS THE OPPORTUNITY TO INTERVENE;
- (III) NOTIFY LAW ENFORCEMENT AND/OR OTHER EMERGENCY ASSISTANCE IF A SUICIDAL ACT IS BEING ACTIVELY THREATENED AND REMOVE OTHER STUDENTS FROM THE AREA IN THE EVENT OF AN ACTIVE SUICIDAL ACT.
- (c) THE PRINCIPAL OR DESIGNEE SHALL DOCUMENT THE INCIDENT IN WRITING, INCLUDING THE STEPS THAT THE SCHOOL TOOK IN RESPONSE TO THE SUICIDE ATTEMPT OR THREAT.
- (d) SCHOOL EMPLOYEES SHALL ACT ONLY WITHIN THE AUTHORIZATION AND SCOPE OF THEIR CREDENTIAL OR LICENSE. AN EMPLOYEE IS NOT AUTHORIZED TO DIAGNOSE OR TREAT MENTAL ILLNESS UNLESS SPECIFICALLY LICENSED AND EMPLOYED TO DO SO. (Education Code 215).
- 5. THE PRINCIPAL/DESIGNEE OR CERTIFICATED STAFF SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) OF ANY INCIDENT OR COMPLAINT OF A VERBAL OR PHYSICAL ALTERCATION INVOLVING THEIR CHILD, INCLUDING BULLYING BY OR AGAINST THEIR CHILD, WITHIN THREE DAYS OF THE OCCURRENCE. ANY STUDENT, PARENT/GUARDIAN, OR OTHER INDIVIDUAL WHO BELIEVES THAT A STUDENT HAS BEEN SUBJECTED TO BULLYING OR WHO HAS WITNESSED BULLYING MAY REPORT THE INCIDENT TO A TEACHER, THE PRINCIPAL, DISTRICT COMPLIANCE OFFICER, OR ANY OTHER AVAILABLE SCHOOL EMPLOYEE.

ANY COMPLAINT OF BULLYING, WHETHER IT IS DISCRIMINATORY OR NONDISCRIMINATORY, SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH LAW AND THE DISTRICT'S UNIFORM COMPLAINT PROCEDURES (UCP) SPECIFIED IN ADMINISTRATIVE REGULATION (AR) 1312.3.

6. UNLESS OTHERWISE SPECIFIED, THE NOTIFICATION REQUIRED IN SECTIONS 1 THROUGH 5 ABOVE, CAN BE BY TELEPHONE, MAIL, EMAIL OR CONFERENCE. THE DISTRICT EMPLOYEES WHO MAKE SUCH NOTIFICATION SHALL EITHER KEEP A RECORD OF SUCH NOTIFICATION (IF WRITTEN) OR DOCUMENT SUCH NOTIFICATION (IF VERBAL) AND

7. BP 5010 (d)

#### **NOTIFICATION** (cont.)

PLACE THE RECORD OR DOCUMENTATION IN THE STUDENT'S OFFICIAL STUDENT INFORMATION SYSTEM.

7. FOR PURPOSES OF THIS BOARD POLICY, FAMILY CODE SECTION 6924, HEALTH AND SAFETY CODE SECTION 124260, AND EDUCATION CODE SECTION 49602(C), INCLUSION OF PARENT(S)/GUARDIAN(S) IS APPROPRIATE UNLESS SPECIFICALLY PROHIBITED BY LAW. NOTHING IN THIS POLICY AFFECTS THE OBLIGATIONS OF THE DISTRICT'S EMPLOYEES, ADMINISTRATORS, AND CERTIFICATED STAFF AS MANDATED REPORTERS UNDER ARTICLE 2.5 OF THE CHILD ABUSE AND NEGLECT REPORTING ACT SECTIONS 11164-11174.3 OF THE PENAL CODE, AND THE DISTRICT POLICY 5141 AND ADMINISTRATIVE REGULATIONS 5141.4(A)).

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT POLICY ADOPTED:

#### NOTIFICATION

THE BOARD RECOGNIZES THAT PARENTS/GUARDIANS ARE THEIR CHILDREN'S FIRST AND MOST INFLUENTIAL TEACHERS AND THAT SUSTAINED PARENT INVOLVEMENT IN THE EDUCATION OF THEIR CHILDREN CONTRIBUTES GREATLY TO STUDENT ACHIEVEMENT AND A POSITIVE SCHOOL ENVIRONMENT.

THE BOARD BELIEVES THAT THE EDUCATION OF THE DISTRICT'S STUDENTS IS A SHARED RESPONSIBILITY. THE SCHOOL'S PRIMARY RESPONSIBILITY SHALL BE TO PROVIDE A HIGH-QUALITY CURRICULUM AND INSTRUCTIONAL PROGRAM IN A SUPPORTIVE AND EFFECTIVE LEARNING ENVIRONMENT THAT ENABLES ALL STUDENTS TO MEET THE ACADEMIC EXPECTATIONS OF THE SCHOOL. PARENTS/GUARDIANS SHALL HAVE THE OPPORTUNITY TO WORK WITH SCHOOLS IN A MUTUALLY SUPPORTIVE AND RESPECTFUL PARTNERSHIP AND TO HELP THEIR CHILDREN SUCCEED IN SCHOOL. (Education Code 51110)

THE RIGHTS OF PARENTS/GUARDIANS OF DISTRICT STUDENTS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- 1. OBSERVE INSTRUCTIONAL AND OTHER SCHOOL ACTIVITIES THAT INVOLVE THEIR CHILD IN ACCORDANCE WITH BOARD POLICY AND ADMINISTRATIVE REGULATIONS
- (cf. 1240 Volunteer Assistance)
- (cf. 1250 Visitors/Outsiders
- (cf. 5020 Parent Rights and Responsibilities)
- (cf. 6020 Parent Involvement)
- (cf. 6116 Classroom Interruptions)
- 2. TO MEET, WITHIN A REASONABLE TIME OF THEIR REQUEST, WITH THEIR CHILD'S TEACHER(S) AND THE PRINCIPAL (Education Code 51101)
- (cf. 5121 Grades/Evaluation of Student Achievement)
- (cf. 5123 Promotion/Acceleration/Retention)
- (cf. 6020 Parent Involvement)
- 3. UNDER THE SUPERVISION OF DISTRICT EMPLOYEES, TO VOLUNTEER THEIR TIME AND RESOURCES FOR THE IMPROVEMENT OF SCHOOL FACILITIES AND SCHOOL PROGRAMS, INCLUDING, BUT NOT LIMITED TO, PROVIDING ASSISTANCE IN THE CLASSROOM WITH THE APPROVAL, AND UNDER THE DIRECT SUPERVISION, OF THE TEACHER. (Education Code 51101)

- (cf. 1240 Volunteer Assistance)
- (cf. 1250 Visitors/Outsiders
- (cf. 5020 Parent Rights and Responsibilities)
- (cf. 6020 Parent Involvement)
- (cf. 6116 Classroom Interruptions)
- 4. TO BE NOTIFIED ON A TIMELY BASIS IF THEIR CHILD IS ABSENT FROM SCHOOL WITHOUT PERMISSION (Education Code 51101)
- (cf. 5113 Absences and Excuses)
- (cf. 5113.1 Chronic Absence and Truancy)
- 5. TO BE INFORMED OF THEIR CHILD'S PROGRESS IN SCHOOL AND OF THE APPROPRIATE SCHOOL PERSONNEL WHOM THEY SHOULD CONTACT IF PROBLEMS ARISE WITH THEIR CHILD (Education Code 51101)
- (cf. 5123 Promotion/Acceleration/Retention)
- (cf. 5145.6 Parental Notifications)
- TO HAVE ACCESS TO THE SCHOOL RECORDS OF THEIR CHILD (Education Code 51101)
- (cf. 5125 Student Records)
- (cf. 5125.3 Challenging Student Records)
- (cf. 5020 Parent Rights and Responsibilities)
- (cf. 6159 Individualized Education Program)
- 7. TO RECEIVE INFORMATION CONCERNING THE ACADEMIC PERFORMANCE STANDARDS, PROFICIENCIES, OR SKILLS THEIR CHILD IS EXPECTED TO ACCOMPLISH (Education Code 51101)
- (cf. 6020 Parent Involvement)
- (cf. 5121 Grades/Evaluation of Student Achievement)
- (cf. 5123 Promotion/Acceleration/Retention)
- 8. TO QUESTION ANYTHING IN THEIR CHILD'S RECORD THAT THE PARENT/GUARDIAN FEELS IS INACCURATE OR MISLEADING OR IS AN INVASION OF PRIVACY AND TO RECEIVE A RESPONSE FROM THE SCHOOL (Education Code 51101)
- (cf. 5121 Grades/Evaluation of Student Achievement)
- (cf. 5125 Student Records)
- (cf. 5125.3 Challenging Student Records)

- 9. TO PROVIDE INFORMED, WRITTEN PARENTAL CONSENT BEFORE THEIR CHILD IS TESTED FOR BEHAVIORAL, MENTAL, OR EMOTIONAL EVALUATION. A GENERAL CONSENT, INCLUDING MEDICAL CONSENT USED TO APPROVE ADMISSION TO OR INVOLVEMENT IN, A SPECIAL EDUCATION OR REMEDIAL PROGRAM OR REGULAR SCHOOL ACTIVITY, SHALL NOT CONSTITUTE WRITTEN CONSENT FOR THESE PURPOSES. (Education Code 49091.12)
- (cf. 6159 Individualized Education Program)
- (cf. 6159.1 Procedural Safeguards and Complaints for Special Education)
- (cf. 6159.4 Behavioral Interventions for Special Education Students)
- (cf. 6164.4 Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 Identification and Education Under Section 504)
- 10. TO HAVE A SCHOOL ENVIRONMENT FOR THEIR CHILD THAT IS SAFE AND SUPPORTIVE OF LEARNING (Education Code 51101)

(cf. 5030 - Student Wellness) (cf. 5137 - Positive School Climate) (cf. 5142 - Safety)

FOR THE PURPOSES OF APPLYING THESE PROCEDURES, FAMILY CODE SECTION 6924, HEALTH AND SAFETY CODE SECTION 124260, AND EDUCATION CODE SECTION 49602(c), INCLUSION OF PARENT(S)/GUARDIAN(S) IS APPROPRIATE UNLESS SPECIFICALLY PROHIBITED BY LAW. NOTHING IN THIS REGULATION AFFECTS THE OBLIGATIONS OF THE DISTRICT'S EMPLOYEES, ADMINISTRATORS, AND CERTIFICATED STAFF AS MANDATED REPORTERS UNDER ARTICLE 2.5 OF THE CHILD ABUSE AND NEGLECT REPORTING ACT SECTIONS 11164-11174.3 OF THE PENAL CODE, AND THE DISTRICT POLICY 5141 AND ADMINISTRATIVE REGULATIONS 5141.4(a).

(cf. 5141 - Health Care and Emergencies) (cf. 5141.4 - Child Abuse Prevention and Training)

#### NOTIFICATION AND RECORD-KEEPING FOR CHANGE REQUESTS

IF A STUDENT REQUESTS A CHANGE TO THEIR OFFICIAL OR UNOFFICIAL RECORDS, PARENTS/GUARDIANS SHALL BE NOTIFIED TO ENSURE THAT PARENTS/GUARDIANS ARE INFORMED AND INVOLVED IN ALL ASPECTS OF THEIR CHILD'S EDUCATION.

REQUESTS TO CHANGE ANY INFORMATION CONTAINED IN THE STUDENT'S OFFICIAL OR UNOFFICIAL RECORDS, THE DISTRICT SHALL ENACT THE FOLLOWING PROCEDURES:

- 1. STAFF MEMBER(S) WHO HAVE BEEN MADE AWARE OF THE STUDENT'S REQUEST TO CHANGE OFFICIAL OR UNOFFICIAL RECORDS WILL IMMEDIATELY NOTIFY THE PRINCIPAL/DESIGNEE OF THE REQUEST.
- PRINCIPAL/DESIGNEE WILL MEET WITH THE STUDENT TO DISCUSS THE 2. REQUEST AND INFORM THE STUDENT ABOUT THE DISTRICT'S PROCEDURES PARENTAL/GUARDIAN REGARDING NOTIFICATION. INCLUDING THE TIMELINES ASSOCIATED WITH PARENTAL/GUARDIAN NOTIFICATION. THE STUDENT SHALL BE INFORMED THAT DUE TO THE SPECIFIC ACTION REQUESTS MADE BY THE STUDENT. PARENT(S)/GUARDIAN(S) WILL BE NOTIFIED IN THREE DAYS.
- 3. NO FEWER THAN THREE DAYS FROM THE DATE ANY DISTRICT EMPLOYEE, ADMINISTRATOR, OR CERTIFICATED STAFF BECOMES AWARE OF THE REQUEST, THE PRINCIPAL/DESIGNEE WILL NOTIFY THE PARENT(S)/GUARDIAN(S) OF THE STUDENT'S REQUEST.
- NOTIFICATION NOTWITHSTANDING THE ABOVE, NO TO THE 4. PARENT(S)/GUARDIAN(S) WILL BE MADE IF SUCH NOTIFICATION WOULD VIOLATE EDUCATION CODE SECTION 49602. SPECIFICALLY, NO NOTIFICATION TO THE PARENT(S)/GUARDIAN(S) WILL BE MADE IF SUCH NOTIFICATION WOULD RESULT IN THE DISCLOSURE OF ANY INFORMATION OF A PERSONAL NATURE BY A PUPIL 12 YEARS OF AGE OR OLDER THAT WAS DISCLOSED BY THE PUPIL IN THE PROCESS OF RECEIVING COUNSELING FROM A SCHOOL COUNSELOR AS SPECIFIED IN EDUCATION CODE SECTION 49600.

IF A VERBAL NOTIFICATION TO THE PARENT(S)/GUARDIAN(S) IS FIRST MADE, A WRITTEN NOTIFICATION WILL BE SENT FOLLOW-UP TO THE PARENT(S)/GUARDIAN(S) WITHIN THREE DAYS FROM THE DATE OF THE REQUEST/OCCURRENCE. PRINCIPAL/DESIGNEE WHO MAKES SUCH NOTIFICATION SHALL KEEP A RECORD OF SUCH WRITTEN NOTIFICATION AND DESIGNATED STAFF SHALL DOCUMENT SUCH NOTIFICATION IN THE STUDENT INFORMATION SYSTEM. DISTRICT STAFF IS NOT REQUIRED TO MAKE YEARLY NOTIFICATIONS.

IN THE CASE PARENTAL/GUARDIAN NOTIFICATION CANNOT BE MADE BECAUSE THERE IS REASONABLE SUSPICION OF CHILD ABUSE OR NEGLECT, SCHOOL EMPLOYEES, AS MANDATED REPORTERS, SHALL FOLLOW PROCEDURES OUTLINED IN ADMINISTRATIVE REGULATIONS 5141.4. PARENTAL/GUARDIAN NOTIFICATION REGARDING THE STUDENT'S REQUEST SHALL BE MADE WITHIN THREE DAYS IF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OR LAW ENFORCEMENT CONCLUDES THAT THERE IS NO EVIDENCE OF CHILD ABUSE OR NEGLECT. ABSENT INFORMATION PROVIDED TO THE DISTRICT REGARDING THE DISPOSITION OF THE REPORTED REASONABLE SUSPICION OF CHILD ABUSE, PARENT NOTIFICATION WILL NOT BE MADE UNLESS THE DISTRICT RECEIVES CONFIRMATION THAT THERE IS NO REASONABLE SUSPICION OF CHILD ABUSE WAS ESTABLISHED BY THE APPROPRIATE AUTHORITIES.

(cf. 5141.4 - Child Abuse Prevention and Training) (cf. 5020 - Parent Rights and Responsibilities) (cf. 5022 - Student and Family Rights)

# NOTIFICATION OF PARTICIPATION IN EXTRACURRICULAR/COCURRICULAR ACTIVITIES

THE PRINCIPAL/DESIGNEE OR STAFF SHALL NOTIFY THE PARENT(S)/ GUARDIAN(S) OF THE STUDENT WHO PARTICIPATES IN SCHOOL-SPONSORED EXTRACURRICULAR AND COCURRICULAR ACTIVITIES OR TEAM(S) IMMEDIATELY OR AS SOON AS REASONABLY POSSIBLE.

NOTIFICATION CAN BE BY TELEPHONE, MAIL, EMAIL OR CONFERENCE.

#### NOTIFICATION AND RECORD-KEEPING FOR INJURIES

THE PRINCIPAL/DESIGNEE, OR STAFF SHALL NOTIFY THE PARENT(S)/ GUARDIAN(S) OF THE STUDENT IMMEDIATELY OR AS SOON AS REASONABLY POSSIBLE, THAT THE STUDENT HAS EXPERIENCED ANY SIGNIFICANT PHYSICAL INJURY WHILE ON SCHOOL PROPERTY OR PARTICIPATING IN A SCHOOL SPONSORED ACTIVITY.

NOTIFICATION CAN BE BY TELEPHONE, MAIL, EMAIL OR CONFERENCE. DESIGNATED STAFF SHALL DOCUMENT SUCH NOTIFICATION IN THE STUDENT INFORMATION SYSTEM.

(cf. 5141 - Health Care and Emergencies) (cf. 6145.2 - Athletic Competition)

#### NOTIFICATION AND RECORD-KEEPING FOR SUICIDAL INTENT

WHEN A SUICIDE ATTEMPT OR THREAT IS KNOWN, THE PRINCIPAL/DESIGNEE SHALL KEEP THE STUDENT UNDER CONTINUOUS ADULT SUPERVISION UNTIL THE PARENT/GUARDIAN AND/OR APPROPRIATE SUPPORT AGENT OR AGENCY CAN BE CONTACTED AND HAS THE OPPORTUNITY TO INTERVENE.

SCHOOL EMPLOYEES SHALL ACT ONLY WITHIN THE AUTHORIZATION AND SCOPE OF THEIR CREDENTIAL OR LICENSE. AN EMPLOYEE IS NOT AUTHORIZED TO DIAGNOSE OR TREAT MENTAL ILLNESS UNLESS SPECIFICALLY LICENSED AND EMPLOYED TO DO SO. (Education Code 215).

PROCEDURES OUTLINED IN ADMINISTRATIVE REGULATION 5141.52 – SUICIDE PREVENTION SHALL BE FOLLOWED. THE PRINCIPAL/DESIGNEE SHALL DOCUMENT THE INCIDENT IN WRITING, INCLUDING THE STEPS THAT THE SCHOOL TOOK IN RESPONSE TO THE SUICIDE ATTEMPT OR THREAT IN THE STUDENT INFORMATION SYSTEM.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5125 - Student Records)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.4 - Child Abuse Prevention and Training)
(cf. 5141.52 - Suicide Prevention)

#### NOTIFICATION AND RECORD-KEEPING FOR ALTERCATIONS AND BULLYING

THE PRINCIPAL/DESIGNEE OR CERTIFICATED STAFF SHALL NOTIFY THE PARENT(S)/GUARDIAN(S) OF ANY INCIDENT OR COMPLAINT OF A VERBAL OR PHYSICAL ALTERCATION INVOLVING THEIR CHILD, INCLUDING BULLYING BY OR AGAINST THEIR CHILD, WITHIN THREE DAYS OF THE OCCURRENCE. ANY STUDENT, PARENT/GUARDIAN, OR OTHER INDIVIDUAL WHO BELIEVES THAT A STUDENT HAS BEEN SUBJECTED TO BULLYING OR WHO HAS WITNESSED BULLYING MAY REPORT THE INCIDENT TO A TEACHER, THE PRINCIPAL, DISTRICT COMPLIANCE OFFICER, OR ANY OTHER AVAILABLE SCHOOL EMPLOYEE.

NOTIFICATION FOR VERBAL OR PHYSICAL ALTERCATIONS CAN BE BY TELEPHONE, MAIL, EMAIL AND/OR CONFERENCE. DESIGNATED STAFF SHALL DOCUMENT SUCH NOTIFICATION IN THE STUDENT INFORMATION SYSTEM.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

#### NOTIFICATION

#### TRAINING

TO SUPPORT THE SAFETY AND WELL-BEING OF DISTRICT STUDENTS, THE SUPERINTENDENT OR DESIGNEE SHALL PROVIDE ANNUAL TRAINING TO ALL SCHOOL EMPLOYEES RELATED TO THE FOLLOWING TOPICS:

- 1. REPORTING PROCEDURES FOR PARENT NOTIFICATION
- 2. CHILD ABUSE PREVENTION AND REPORTING PROCEDURES
- 3. HOW TO ACCESS APPROPRIATE MENTAL HEALTH SERVICES AND RESOURCES AT SCHOOL
- 4. SUICIDE PREVENTION TRAINING
- (cf. 4131-Staff Development)
- (cf. 4231-Staff Development)
- (cf. 4331-Staff Development)
- (cf. 5141.4 Child Abuse Prevention and Training)
- (cf. 5141.52 Suicide Prevention)

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT

**REGULATION APPROVED:** 

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources

SUBJECT: RESOLUTION 2023/2024-42, NOTICE OF LAYOFF OF CERTAIN CLASSIFIED STAFF PURSUANT TO EDUCATION CODE 45117 AND 45298

#### BACKGROUND

The grant that supports the TYKES/HOPE Program sunsets on June 30, 2024. Due to lack of funding an Instructional Aide/Childhood Education, Health Services, position is being eliminated. This results in the elimination of one (1), 5 hour (.625 FTE), position for the 2024/2025 school year.

Resolution 2023/2024-42 outlines the recommendation for discontinued services.

#### RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2023/2024-42, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298.

#### FISCAL IMPACT

\$35,694.00 annual savings to the restricted budget.

NE:LF:JD:JO:jw

#### Chino Valley Unified School District Resolution 2023/2024-42 Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298

**WHEREAS**, due to lack of funds or lack of work, the Board of Education of the Chino Valley Unified School District hereby finds that it is in the best interest of the District to eliminate existing classified positions to the following extent:

#### POSITION(S) ELIMINATED

One (1) Instructional Aide/Childhood Education, Health Services 0.625 FTE

**NOW, THEREFORE, BE IT RESOLVED** by the Board as follows:

- 1. The classified position specified herein above be eliminated by layoff pursuant to the District rules and regulations and applicable provisions of the California Education Code.
- 2. The said elimination by layoff becomes effective at the conclusion of the 2023/2024 school year in accordance with Education Code section 45117, subject to any negotiations to the extent required by law.
- 3. Pursuant to Education Code 45117, the Superintendent or his designee is directed to give notices of layoff to the affected classified employees.
- 4. Pursuant to Education Code 45298, the affected classified employees laid off, pursuant to this resolution shall be eligible for reemployment.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 7<sup>th</sup> day of March 2024 by the following vote:

Bridge:	
Cruz:	
Monroe:	
Na:	
Shaw:	

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

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

### CHINO VALLEY UNIFIED SCHOOL DISTRICT

**REGULAR MEETING OF THE BOARD OF EDUCATION** 

February 15, 2024

## MINUTES

## I. OPENING BUSINESS

#### I.A. CALL TO ORDER – 4:40 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, February 15, 2024, at 4:40 p.m. with Bridge, Cruz, Monroe, Na, and Shaw 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 Hilda Flores, Ed.D. Assistant Superintendent, Human Resources Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

- 2. <u>Public Comment on Closed Session Items</u> None.
- 3. Closed Session

President Shaw adjourned to closed session at 4:40 p.m. regarding conference with legal counsel existing litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: elementary school principal; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. <u>Report Closed Session Action</u>

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 4:40 p.m. to 5:44 p.m. regarding conference with legal counsel existing litigation: two cases; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: elementary school principal; public

employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. The Board took the following action: appointed Renae McCain as principal of Doris Dickson ES effective February 15, 2024, by a unanimous vote of 5-0 with Bridge, Cruz, Monroe, Na, and Shaw voting yes; and pursuant to Education Code 44929.21, authorized the Superintendent, or designee, to issue notices of nonreelection to certificated teachers identified by employee numbers 29384 and 28803 by a vote of 5-0 with Bridge, Cruz, Monroe, Na, and Shaw voting yes. No further action was taken that required public disclosure.

2. <u>Pledge of Allegiance</u> Led by Ayala HS student Jose Castillo.

#### I.C. RECOGNITION

1. Ayala HS: Band Accomplishments

President Shaw recognized Mr. Trost, Ayala HS Band Director, and students for the following achievements: 2023 Bands of America–Southern CA Regional Champions, 2023 Marching Band Division 6A Champions, and 2024 Music for All–Advocacy in Action Award Recipient.

#### I.D. STAFF REPORT

1. Local Control and Accountability Plan: Mid-Year Monitoring

Dr. Hilda Flores, Assistant Superintendent, CIIS, presented the LCAP mid-year monitoring report, which included mid-year outcome data related to the metrics in the District's current LCAP; and mid-year expenditure and implementation data on actions in the District's current LCAP.

#### I.E. COMMENTS FROM STUDENT REPRESENTATIVE

Chloe Kubeldis congratulated Ayala HS women's soccer for advancing to CIF semifinals, Don Lugo HS for advancing to CIF quarterfinal, and Chino and Chino Hills HSs for advancing to second round of CIF; congratulated Ayala HS debate for participating in the congressional state qualifiers tournament; announced Chino Hills HS ASB is planning the staff versus seniors basketball game on February 23; said the Chino Hills Teen Advisory Board is holding its first hygiene drive to support the Chino Valley Unified School District Community Care Closet; and thanked educators for continuing to support students.

#### I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Steven Frazer, A.C.T. Organizing Chair, spoke about negotiation efforts and called for the District to reach a fair settlement with employees; said there has

been almost no movement since April 2023; and spoke about vacancies and attracting and retaining quality educators.

Danny Hernandez, CSEA President, thanked the Board and Superintendent for recognizing unit members Donald Davis and Yicela (Gigi) Davila for their actions to save a student; and shared the news that Kathy Reed, a muchloved CSEA unit member, had unexpectedly passed away and that a memorial will be held on February 24 at Woodcrest JHS.

Emily Lao, CHAMP President, expressed condolences to the family of Kathy Reed; congratulated Renee McCain on her new appointment as principal of Dickson ES; and announced that Chino HS administrator Ashley Davis is receiving the ACSA Region 12 Co-administrator of the Year Award.

#### I.G. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA

The following individuals addressed the Board: Jacqueline Cortes; Valerie Vera-Mineer; Alexis; Naomi Minogue; Lee Kleppe; Karin Summerford; Oscar Avila; Sarah Palmer; Claudia Cruz; Dana Luad; Song Stitt; Maureen Bromley; Scott Carter; and Allison Montoya regarding A.C.T. negotiations; Brianna Celaya and Lauren Andruska-Heyan regarding recruiting and retaining SLPs; Manuk and ProtectKidsCA.com regarding protecting kids from harm; Darlene Berg regarding terms used by Board members; and Robert Davis and Daniel Spellman regarding VAPA grant.

#### I.H. CHANGES AND DELETIONS

The following changes were read into the record: Item III.D.6., Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project, under fiscal impact, struck the words Measure G and inserted Capital Facilities; and Item III.E.1., Certificated/Classified Personnel Items, under Certificated Personnel, Appointment, Erik Martinez, struck the location Hidden Trails ES and inserted Eagle Canyon ES. There were no further changes or deletions.

### II. ACTION

#### II.A. FACILITIES, PLANNING, AND OPERATIONS

II.A.1. Resolution 2023/2024-33 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, Authorizing the Issuance and Sale of its General Obligation Bonds, Election of 2016, Series 2024D, in an Aggregate Principal Amount Not

#### to Exceed \$143,500,133.25, and Approving Certain Other Matters Relating to Said Bonds

Moved (Na) seconded (Monroe) carried unanimously (5-0), by roll call vote with Bridge, Cruz, Monroe, Na, and Shaw voting yes, to adopt Resolution 2023/2024-33 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, authorizing the issuance and sale of its general obligation bonds, Election of 2016, Series 2024D, in an aggregate principal amount not to exceed \$143,500, 133.25, and approving certain other matters relating to said bonds. Student representative voted yes.

#### II.A.2. Resolution 2023/2024-37 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California Authorizing the Issuance and Sale of its 2024 General Obligation Refunding Bonds, in an Aggregate Principal Amount Not to Exceed \$20,000,000, and Approving Certain Other Matters Relating to Said Bonds

Moved (Na) seconded (Monroe) carried unanimously (5-0), by roll call vote with Bridge, Cruz, Monroe, Na, and Shaw voting yes, to adopt Resolution 2023/2024-37, Authorizing the issuance and sale of its 2024 General Obligation Refunding Bonds, in an aggregate principal amount not to exceed \$20,000,000, and approving certain other matters relating to said bonds. Student representative voted yes.

#### II.B. HUMAN RESOURCES

II.B.1. <u>Resolution 2023/2024-38, Release of Temporary Certificated Employees</u> Moved (Cruz) seconded (Bridge) motion carried (4-1, Na voted no) to adopt Resolution 2023/2024-38, Release of Temporary Certificated Employees and authorize the Superintendent or his designee to send Notice of Release to employees affected with an effective date of June 30, 2024. Student representative voted yes.

#### II.B.2. Resolution 2023/2024-40, Notice of Layoff of Certain Classified Staff <u>Pursuant to Education Code 45117 and 45298</u> Moved (Na) seconded (Monroe) carried unanimously (5-0) to adopt Resolution 2023/2024-40, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298. Student representative voted yes.

## III. CONSENT

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

#### III.A. ADMINISTRATION

**III.A.1.** <u>Minutes of the February 1, 2024 Regular Meeting</u> Approved the minutes of the February 1, 2024 regular meeting.

#### III.B. BUSINESS SERVICES

#### III.B.1. <u>Warrant Register</u> Approved/ratified the warrant register.

- III.B.2. <u>Fundraising Activities</u> Approved/ratified the fundraising activities.
- III.B.3. <u>Donations</u> Accepted the donations.

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

Approved payment for legal services to the law office of Atkinson, Andelson, Loya, Ruud & Romo.

III.B.5. <u>Request for Allowance of Attendance Due to State of Emergency</u> <u>Declared by Governor Newsom Due to Hurricane Hilary</u> Approved the request for allowance of attendance due to Hurricane Hilary.

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

#### III.C.1. <u>Student Expulsion Cases 23/24-52 and 23/24-55</u> Approved student expulsion cases 23/24-52 and 23/24-55.

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

Approved/ratified the school-sponsored trips for Marshall ES; Briggs K-8; Canyon Hills JHS; Townsend JHS; Ayala HS; Chino HS; and Don Lugo HS.

#### III.C.3. Career Technical Education/Carl D. Perkins Advisory Committee

Approved the Career Technical Education/Carl D. Perkins Advisory Committee as follows: Elizabeth McGraw, Assistant Superintendent, Baldy View Regional Occupational Program; Yvette Bookout, Computer Operations Support Technician, CVUSD; Michael Collins, Parent, CTE Teacher, Ruben S. Ayala HS (Engineering & Architecture); Ashley Cureton, CTE Teacher, Don Lugo HS (Agriculture and Natural Resources); Scott Eckersall, Engineer, Eckersall LLC (Engineering & Architecture); Anthony Indolino, Sr. Light & Sign Mechanic (Energy, Environment, & Utilities); Craig Lindemulder, Parent, CTE Teacher, Chino Hills HS (Arts, Media, & Entertainment); Evelyn Naing, Engineering Design Development Student; Jeremiah Park, Engineering Design Development Student; Nicole Ochoa, Engineering Design Development Student; Leslie Quinones, Information & Communication Technologies Student; Madison Ramirez, Information & Communication Technologies Student; Raina Jiang, Information & Communication Technologies Student; Tristin Guerrero, Arts, Media and Entertainment Student; Eric Dahlstrom, Ed.D., District Administration, CVUSD; Ryan Bell, Counselor, Ayala HS; Gina Huerta, Career Center Guidance Technician, Buena Vista HS; Daniel Galindo, Assistant High School Principal, Chino HS; Yvette Taylor, Assistant High School Principal, Ruben S. Ayala HS; Oliver Wong Ah Sun, Ed.D., High School Principal, Don Antonio Lugo HS; James Reed, Assistant High School Principal, Chino Hills HS; Dorinda Sullivan, CTE Teacher/District Librarian (Business & Finance; Marketing, Sales & Service; Arts, Media, & Entertainment); and Elizabeth Williams, Industry Sector Advisor, (Hospitality, Tourism Recreation).

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

III.D.1. Agreements for Contractor/Consultant Services

Approved/ratified the Agreements for Contractor/Consultant Services.

#### III.D.2. <u>Surplus/Obsolete Property</u>

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

- III.D.3. <u>Award of Bid No. 23-24-10I, Ayala HS Stadium Sound System</u> <u>Replacement</u> Awarded Bid No. 23-24-10I, Ayala HS Stadium Sound System to Sunset Electrical Contractors, Inc.
- III.D.4. <u>Change Orders and Notices of Completion for CUPCCAA Projects</u> Approved the Change Orders and Notices of Completion for CUPCCAA Projects.
- III.D.5. <u>Resolution 2023/2024-39, Authorization to Utilize Piggyback Contract</u> Adopted Resolution 2023/2024-39, Authorization to Utilize Piggyback Contract.
- III.D.6. <u>Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS,</u> <u>Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement</u> <u>Project</u> Approved the Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project, as amended.
- III.D.7. <u>Change Order and Notice of Completion for Bid No. 22-23-01F,</u> <u>Ayala HS—Alterations Phase 4 Bldgs. A, G, J, BP 13-01.</u> Approved the Change Order and Notice of Completion for Bid No. 22-23-01F, Ayala HS—Alterations Phase 4 Bldgs. A, G, J, BP 13-01.

III.D.8. <u>Approval of Payment to Knorr Systems, Inc. Under Threat of Potential</u> <u>Litigation or Disputed Claim</u> Approved payment to Knorr Systems, Inc., under threat of potential litigation or disputed claim.

#### III.E. HUMAN RESOURCES

#### III.E.1. <u>Certificated/Classified Personnel Items</u> Approved/ratified the certificated/classified personnel items, as amended.

III.E.2. <u>Comprehensive School Safety Plan for Each School</u> Approved the Comprehensive School Safety Plan for each school.

# IV. INFORMATION

Scott Bradach, CPA, Eide Bailly, LLP, presented Item IV.A,1., 2022/2023 Independent Auditor's Annual Financial Audit Report; and Item IV.C.1., Measure G Financial/Performance Audit Report.

#### IV.A. BUSINESS SERVICES

IV.A.1. <u>2022/2023 Independent Auditor's Annual Financial Audit Report</u> Received for information the 2022/2023 Independent Auditor's Annual Financial Audit Report

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

IV.B.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2023/2024 Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2023/2024.

#### IV.B.2. <u>Chino Valley Learning Academy Student Attendance Calendars for the</u> 2024/2025 and 2025/2026 School Years

Received for information the Chino Valley Learning Academy student attendance calendars for the 2024/2025 and 2025/2026 school years.

#### IV.B.3. <u>Textbook Adoption for Advanced Placement Courses</u>

Received for information the following instructional materials for the textbook adoption for advanced placement courses: AP Biology: a)Pearson. *Campbell Biology 12th Edition.* Urry, et al. 2021. Replaces: Pearson. *AP Biology 9th Edition.* Reece, et al. 9th – 12 Grade. 2011. AP Environmental Science: b) Bedford, Freeman & Worth. *Environmental Science for the AP Course.* Andrew Friedland;

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Rick Relyea. 2023. Replaces: Wiley. *Environmental Science, Earth as a Living Planet 6th Edition.* Daniel Botkin; Edward Keller. 2007. AP English 12: c) Bedford, Freeman & Worth. *Literature & Composition, Essential Voices, Essential Skills for the AP Course.* Shea, et al. 2022.; and Norton. *The Norton Guide to AP Literature, Writing & Skills.* Melissa Smith; Susan Barber. 2022. Replaces: Pearson. *Literature: An Introduction to Fiction, Poetry, and Drama, 9<sup>th</sup> Edition.* Kennedy. 2005.

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

#### IV.C.1. <u>Measure G Financial/Performance Audit Report</u> Received for information the Measure G Financial/Performance Audit Report.

V. COMMUNICATIONS

#### **BOARD MEMBERS AND SUPERINTENDENT**

Don Bridge congratulated Chino HS and Don Lugo HS for advancing to CIF basketball playoffs; congratulated Ashely Davis for her ACSA award and for overseeing the successful biotech academy at Chino HS; said he understands the negotiations process and spoke about the process when he sat on the A.C.T. side of the table; and asked to adjourn the meeting in memory of Mrs. Kathy Reed.

James Na commented on the concerns of teachers made during public comments; spoke about the District's mission; spoke about parental involvement; thanked "Protectourkids" for bringing awareness and attending the meeting; said children need to be taught to respect teachers; and spoke about negotiations and doing better to respect teachers.

Jon Monroe made no comments.

Andrew Cruz commended staff for the success of PLCs; spoke about the negotiations process and comparable districts; encouraged the community to participate in local joga-thons; spoke about things that have been on his mind such as open borders, drug epidemic, homelessness, debt, and digital currency; spoke about a complaint made against him that could have potentially led him to jail time and/or pay a fine because of what he said at a Board meeting regarding his love for Jesus; spoke about the upcoming Run for Russ 5-K; and shared a cake in recognition for the District's PLC success.

Superintendent Enfield made no comments.

President Shaw shared thoughts regarding Sacramento from one of her friends; said that it is incorrect to imply that the Board does not want to give raises to teachers; spoke about negotiations and said we need to get to the table and agree to something; spoke about her site visits with Dr. Enfield; expressed gratitude for speakers expressing their opinions to the Board; spoke about being resolute and standing firm to protect kids; and closed the meeting with a moment of silence in memory of Kathy Reed.

# VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 8:10 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Sonja Shaw, President, Board of Education

SUBJECT: DELETION OF BOARD POLICY 5020.1—PARENTAL NOTIFICATION

\_\_\_\_\_

#### BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed, revised, or deleted as a result of changes in law, mandates, and federal regulations, or as necessary.

Language to be deleted is lined through.

#### RECOMMENDATION

It is recommended the Board of Education delete Board Policy 5020.1—Parental Notification.

#### FISCAL IMPACT

None.

NE:pk

#### **PARENTAL NOTIFICATION**

The Chino Valley Unified School District Board of Education strives to foster trust between the District and parent(s)/guardian(s) of its students. To that end, the Board supports the fundamental rights of parent(s)/guardian(s) to direct the care and upbringing of their children, including the right to be informed of and involved in all aspects of their child's education to promote the best outcomes.

It is the intent of Chino Valley Unified School District in enacting this parental notification policy to do all of the following:

(I) Provide procedures designed to maintain and, in some cases, restore, trust between school districts and parent(s)/guardian(s) of pupils.

(II) Bring parent(s)/guardian(s) into the decision-making process for mental health and social-emotional issues of their children at the earliest possible time in order to prevent or reduce potential instances of self-harm.

(III) Promote communication and positive relationships with parent(s)/guardian(s) of pupils that promote the best outcomes for pupils' academic and social-emotional success.

It is the policy of the Chino Valley Unified School District that District employees, administrators and certificated staff collaborate with parent(s)/guardian(s) in evaluating the needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist such students in maximizing their potential.

This parental notification policy requires the following:

- 1. Principal/designee, certificated staff, and school counselors, shall notify the parent(s)/guardian(s), in writing, within three days from the date any District employee, administrator, or certificated staff, becomes aware that a student is:
  - (a) Requesting to be identified or treated, as a gender (as defined in Education Code Section 210.7) other than the student's biological sex or gender listed on the student's birth certificate or any other official records. This includes any request by the student to use a name that differs from their legal name (other than a commonly recognized diminutive of the child's legal name) or to use pronouns that do not align with the student's biological sex or gender listed on the student's birth certificate or other official records.

#### PARENTAL NOTIFICATION (cont.)

- (b) Accessing sex-segregated school programs and activities, including athletic teams and competitions, or using bathroom or changing facilities that do not align with the student's biological sex or gender listed on the birth certificate or other official records.
- (c) Requesting to change any information contained in the student's official or unofficial records.
- 2. The principal/designee, or staff shall notify the parent(s)/ guardian(s) of the student immediately or as soon as reasonably possible, that the student has experienced any significant physical injury while on school property or participating in a school sponsored activity.
- 3. All District employees shall take every student's statement regarding suicidal intent seriously.
  - (a) Whenever an employee, administrator or certificated staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the employee, administrator or staff member shall promptly notify the principal or school counselor, who shall implement District's intervention protocols, as appropriate, and shall notify the parent(s)/guardian(s) immediately, or as soon as reasonably possible.
  - (b) When a suicide attempt or threat is known, the principal or designee shall ensure student safety by taking the following actions:
    - (I) Immediately secure medical treatment and/or mental health services as necessary;
    - (II) Keep the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
  - (III) Notify law enforcement and/or other emergency assistance if a suicidal act is being actively threatened and remove other students from the area in the event of an active suicidal act.
  - (c) The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

#### PARENTAL NOTIFICATION (cont.)

- (d) School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215).
- 4. The principal/designee or certificated staff\_shall notify the parent(s)/guardian(s) of any incident or complaint of a verbal or physical altercation involving their child, including bullying by or against their child, within three days of the occurrence. Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, District compliance officer, or any other available school employee.

Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the District's uniform complaint procedures (UCP) specified in administrative regulation (AR) 1312.3.

- 5. Unless otherwise specified, the notification required in sections 1 through 4 above, can be by telephone, mail, email or conference. The District employees who make such notification shall either keep a record of such notification (if written) or document such notification (if verbal) and place the record or documentation in the student's official student information system.
- 6. For purposes of this Board policy, Family Code Section 6924, Health and Safety Code Section 124260, and Education Code Section 49602(C), inclusion of parent(s)/guardian(s) is appropriate unless specifically prohibited by law. Nothing in this policy affects the obligations of the District's employees, administrators, and certificated staff as mandated reporters under Article 2.5 of the Child Abuse and Neglect Reporting Act Sections 11164-11174.3 of the Penal Code, and the District Policy 5141 and Administrative Regulations 5141.4(a)).

**Chino Valley Unified School District** 

Policy adopted: July 20, 2023

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services

#### SUBJECT: WARRANT REGISTER

#### BACKGROUND

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

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

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

#### RECOMMENDATION

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

#### FISCAL IMPACT

\$10,950,599.39 to all District funding sources.

NE:SHC:LP:If

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

- **DATE:** March 7, 2024
- **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: 2023/2024 APPLICATIONS TO OPERATE FUNDRAISING ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS

#### BACKGROUND

Administrative Regulation 1230 Community Relations – School Connected Organizations requires that any person or group of people desiring to raise money to benefit a student or students at one or more schools within the District shall request authorization to operate by applying to the Chino Valley Unified School District Board of Education.

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

#### RECOMMENDATION

It is recommended the Board of Education approve/ratify the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

#### FISCAL IMPACT

None.

NE:SHC:LP:If

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT March 7, 2024

## 2023/2024 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS

## <u>School</u>

## **Organization**

Woodcrest JHS

**Music Boosters** 

- **DATE:** March 7, 2024
- **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 March 7, 2024

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	DATE
Country Springs ES		
PFA	Mother Daughter Laser Tag	3/22/24
Glenmeade ES		
РТА	Mother Son Dance	4/5/24
Liberty ES		
ASB - Kindergarten	Drive-a-Thon	3/8/24 - 4/5/24
<u>Rhodes ES</u>		
PEP Club	McTeacher Night (RATIFY)	2/28/24
<u>Cal Aero K-8</u>		
РТО	Scholastic Book Fair	3/18/24 - 3/22/24
Townsend JHS		
PTSA PTSA PTSA PTSA	Crumbl Cookie Night Out (RATIFY) Reign Family Night BJ's Dine Out Angels Baseball	2/21/24 3/15/24 4/4/24 4/29/24
<u>Ayala HS</u>		
ASB - Amnesty Club ASB - Psychology Club ASB - Boys' Volleyball ASB - Boys' Volleyball ASB - Girls' Flag Football ASB - Girls' Flag Football Band & Color Guard Boosters Band & Color Guard Boosters Band & Color Guard Boosters Band & Color Guard Boosters ASB - Dear Asian Youth (DAY) ASB - Bulldog Times Football Boosters	7 Leaves Café 7 Leaves Café Email Blast Calendar Picks Email Blast Spirit Packs Candy Grams Thinknlocal Cookies & Canvas Painting Orchestra Concert Tickets 7 Leaves Café Chipotle Dine Out Chipotle Dine Out	3/8/24 3/8/24 - 3/22/24 3/8/24 - 3/22/24 3/8/24 - 4/20/24 3/8/24 - 5/1/24 3/8/24 - 5/1/24 3/11/24 - 4/12/24 3/11/24 - 6/1/24 3/19/24 3/19/24 3/22/24 4/17/24 5/6/24

## CHINO VALLEY UNIFIED SCHOOL DISTRICT March 7, 2024

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	DATE
<u>Chino HS</u>		
Sports Boosters - Baseball ASB - BST Ambassadors ASB - Class of '27 Sports Boosters - Cheer ASB - Graduation	Snap! Raise Pi Your Teacher Day Raising Cane's Dine Out Tryouts Senior Marquee Dedications	3/8/24 - 4/8/24 3/15/24 3/21/24 4/8/24 - 4/12/24 5/1/24 - 5/31/24
Chino Hills HS		
ASB - Girls' Flag Football ASB - Girls' Flag Football ASB - Girls' Flag Football General Boosters - Boys' Golf ASB - Crafting Kindness ASB - Biological Science Club Music Boosters Football Boosters Football Boosters General Boosters - Basketball	Donation Drive Eteam Sponsor Game One Snap! Raise Thinknlocal 7 Leave Café Krispy Kreme Doughnuts Popcorn & Beef Jerky Future Star Camp Girls' Basketball Camp	3/8/24 - 4/12/24 3/8/24 - 5/30/24 3/8/24 - 5/30/24 3/9/24 3/10/24 3/10/24 3/11/24 - 3/22/24 3/22/24 - 4/25/24 4/22/24 - 4/24/24 5/28/24 - 5/30/24

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- FROM: Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Sandra H. Chen, Associate Superintendent, Business Services Liz Pensick, Director, Fiscal Services
- SUBJECT: DONATIONS

## BACKGROUND

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

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

#### RECOMMENDATION

It is recommended the Board of Education accept the donations.

## FISCAL IMPACT

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

NE:SHC:LP:lf

## CHINO VALLEY UNIFIED SCHOOL DISTRICT March 7, 2024

DEPARTMENT/SITE DONOR	ITEM DONATED	APPROXIMATE VALUE
HOPE Program/Care Closet		
Knights of Columbus	Cash	\$1,000.00
Office of Assessment & Instructional Technology		
Swag & Lexia Rocketbook TIAA TWT Audio In-N-Out EdPuzzle Office Depot Imagine Learning ViewSonic Ditch that Textbook CDW-G Quizizz	Swag Donations Amazon Gift Card Headphones & Swag Gift Cards Canvas Bag Donations Various Office Supplies Gift Cards & Blankets Portable Monitors & Yeti Mugs E-Swag & Donation Codes Laptop Licenses	\$38.00 \$50.00 \$70.00 \$100.00 \$220.00 \$250.00 \$290.00 \$350.00 \$636.00 \$700.00 \$1,400.00
Eagle Canyon ES		
ΡΤΑ	Cash	\$97.00
<u>Glenmeade ES</u>		
Chipotle Mexican Grill The Blackbaud Giving Fund	Cash Cash	\$73.00 \$180.00
Chino HS		
Douglas Paul	Cash	\$101.00
Don Lugo HS		
Patricia Sturchio Patricia Veliz Gilbert Lamont & Evelyn Burgess Zoe Williams & Derwin Chu Norma & Tony Procaccino Jr.	Cash Cash Cash Cash Cash	\$50.00 \$50.00 \$100.00 \$100.00 \$200.00

## CHINO VALLEY UNIFIED SCHOOL DISTRICT March 7, 2024

DEPARTMENT/SITE DONOR	ITEM DONATED	APPROXIMATE VALUE
Regal Packaging, Inc.	Cash	\$200.00
Francisco's Exotic Décor	Cash	\$377.00

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

DATE:

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	2023/2024 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	January	\$44,486.38	\$327,247.26
Margaret A. Chidester & Associates	January	\$12,293.75	\$ 39,034.00
Tao Rossini, APC	January	\$32,470.00	\$205,365.06
		-	
	Total	\$89,250.13	\$571,646.32

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

#### RECOMMENDATION

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

#### FISCAL IMPACT

\$89,250.13 to the General Fund.

NE:SHC:LP:If

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Stephanie Johnson, Director, Student Support Services

#### SUBJECT: STUDENT EXPULSION CASES 23/24-57 AND 23/24-62

#### 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 23/24-57 and 23/24-62.

#### FISCAL IMPACT

None.

NE:HF:SJ:jg

**DATE:** March 7, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

**PREPARED BY:** Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: SCHOOL-SPONSORED TRIPS

## BACKGROUND

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

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

## **RECOMMENDATION**

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Hidden Trails ES Event: Sacramento Trip Place: Sacramento, CA Chaperone: 40 students/17 chaperones	March 21, 2024	Cost: \$589.00 per student Funding Source: Parents
Site: Ayala HS Event: Winter Guard International Color Guard World Championships Place: Dayton, OH Chaperone: 17 students/3 chaperones	April 9-14, 2024	Cost: \$3,781.00 per student Funding Source: Fundraising and parents

Site: Chino HS Event: California Interscholastic Federation (CIF) Masters Tournament Place: Palm Springs, CA Chaperone: 8 students/2 chaperones	February 15-16, 2024	Cost: \$81.89 per student Funding Source: Boosters
Site: Chino HS Event: CIF Masters Tournament Place: Palm Springs, CA Chaperone: 4 students/3 chaperones	February 16-17, 2024	Cost: \$81.89 per student Funding Source: Boosters
Site: Chino HS Event: CIF State Tournament Place: Bakersfield, CA Chaperone: 7 students/5 chaperones	February 21-24, 2024	Cost: \$345.00 per student Funding Source: Boosters
Site: Don Lugo HS Event: Indoor Drumline World Championships Place: Dayton, OH Chaperone: 60 students/10 chaperones	April 16-22, 2024	Cost: \$3,600.00 per student Funding Source: Fundraising and parents

# FISCAL IMPACT

None.

NE:HF:gks

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

**DATE:** March 7, 2024

**TO:** Members, Board of Education

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

**PREPARED BY:** Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: CHINO VALLEY LEARNING ACADEMY STUDENT ATTENDANCE CALENDARS FOR THE 2024/2025 AND 2025/2026 SCHOOL YEARS

#### BACKGROUND

The Student Attendance Calendar is adopted sufficiently in advance of the new school year in order to provide educational partners with ample time to provide input and conduct advance planning for the coming year. The Student Attendance Calendar is not intended to constitute the employee work year calendar, which will be negotiated to the extent required by law.

Effective the 2024/2025 school year, Chino Valley Learning Academy (CVLA) will adopt the traditional student attendance calendar, reflecting 180 school days. This will replace the previously Board adopted school calendars for the 2024/2025 and 2025/2026 school years only. This item was presented to the Board of Education on February 15, 2024 as information.

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

#### RECOMMENDATION

It is recommended the Board of Education approve the Chino Valley Learning Academy student attendance calendars for the 2024/2025 and 2025/2026 school years.

#### FISCAL IMPACT

None.

NE:HF:gks

## Chino Valley Unified School District 2024-2025 STUDENT ATTENDANCE CALENDAR 180 School Days – Traditional

JULY 2024						
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## AUGUST 2024

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#### SEPTEMBER 2024

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## **OCTOBER 2024**

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## **NOVEMBER 2024**

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#### **JANUARY 2025**

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## **FEBRUARY 2025**

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#### **MARCH 2025**

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# APRIL 2025

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MAY 2025									
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## **JUNE 2025**

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# **IMPORTANT DATES**

July 4	Independence Day	Jan 20	Martin Luther King Day	
July 30-31	New Teacher Workday	Feb 10	Lincoln's Birthday	First Day of School
Aug 1	X K-6 Teacher Workday	Feb 17	Washington's Birthday	Last Day of School
Aug 2	OAll Teacher Workday	Mar 24-28	Spring Break	Last Day of School
Aug 5	First Day of School	April 18	School Closed	
Sept 2	Labor Day	May 22	Last Day of School	Legal Holiday
Nov 1	School Closed	May 23	○All Teacher Workday	
Nov 11	Veterans' Day	May 26	Memorial Day	School Closed
Nov 25-29	Thanksgiving Break	June 19	Juneteenth	
Dec 19	∆7-12 Teacher Workday/TK-12 Non-School Day			
Dec 19-Jan 3	Christmas/Winter Break			

## Chino Valley Unified School District 2025-2026 STUDENT ATTENDANCE CALENDAR 180 School Days – Traditional

#### **JULY 2025**

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# AUGUST 2025

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## SEPTEMBER 2025

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### **OCTOBER 2025**

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## **NOVEMBER 2025**

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#### **DECEMBER 2025**

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#### **JANUARY 2026**

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## FEBRUARY 2026

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#### **MARCH 2026**

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<b>APRIL 2026</b>									
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MAY 2026									
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## **JUNE 2026**

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# **IMPORTANT DATES**

r		r		
July 4	Independence Day	Jan 19	Martin Luther King Day	
July 29-30	New Teacher Workday	Feb 9	Lincoln's Birthday	First Day of School
July 31	X K-6 Teacher Workday	Feb 16	Washington's Birthday	Last Day of School
Aug 1	○All Teacher Workday	Mar 30-Apr 3	Spring Break	Last Day of School
Aug 4	First Day of School	Apr 6	School Closed	<u> </u>
Sept 1	Labor Day	May 21	Last Day of School	Legal Holiday
Nov 10	School Closed	May 22	○All Teacher Workday	
Nov 11	Veterans' Day	May 25	Memorial Day	School Closed
Nov 24-28	Thanksgiving Break	June 19	Juneteenth	
Dec 18	<u> </u>			
Dec 18-Jan 2	Christmas/Winter Break			

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Grace Park, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support Eric Dahlstrom, Ed.D., Director, Secondary Curriculum and Instruction

## SUBJECT: TEXTBOOK ADOPTION FOR ADVANCED PLACEMENT COURSES

#### BACKGROUND

To provide current standards-aligned instructional materials to the students in the Chino Valley Unified School District, as mandated by the state of California, the programs specified below are proposed for adoption.

The selection process for these materials involved representative teachers with a vested interest in the materials. The Office of Curriculum and Instruction secured samples of the materials and distributed them to teachers and students for piloting purposes. The materials were evaluated using the following criteria: quality of match to course and California standards, quality of lesson design, quality of teacher materials, provision for universal access, and overall quality of the materials. This item was presented to the Board on February 15, 2024, as information.

All recommended instructional materials shall be available for public inspection at the District Samuel R. Burton Professional Development and Media Center from February 16, 2024, through March 7, 2024.

The textbooks were presented to the Coordinating Curriculum Councils and A.C.T. has been consulted.

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

#### RECOMMENDATION

It is recommended that the Board of Education adopt the following instructional materials for the textbook adoption for advanced placement courses:

AP Biology

a) Pearson. *Campbell Biology 12<sup>th</sup> Edition.* Urry, et al. 2021. Replaces: Pearson. *AP Biology 9<sup>th</sup> Edition.* Reece, et al. 9<sup>th</sup> – 12 Grade. 2011.

AP Environmental Science

b) Bedford, Freeman & Worth. Environmental Science for the AP Course. Andrew Friedland; Rick Relyea. 2023.
 Replaces: Wiley. Environmental Science, Earth as a Living Planet 6<sup>th</sup> Edition. Daniel Botkin; Edward Keller. 2007.

AP English 12

 c) Bedford, Freeman & Worth. Literature & Composition, Essential Voices, Essential Skills for the AP Course. Shea, et al. 2022.; and Norton. The Norton Guide to AP Literature, Writing & Skills. Melissa Smith; Susan Barber. 2022.
 Replaces: Pearson. Literature: An Introduction to Fiction, Poetry, and Drama, 9<sup>th</sup> Edition. Kennedy. 2005.

#### FISCAL IMPACT

\$353,457.82 estimated costs to A-G Completion Improvement Grant.

NE:GP:ED:wrg

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning and Operations Kathy Casino, 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

\$7,169,879.15 to all District funding sources.

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning and Operations Kathy Casino, 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.

BUSINESS SERVICES	FISCAL IMPACT
B-2324-019 Health-e Pro.	Contract amount: \$7,006.25 yearly
To provide Health-e meal planner administrative license and	
online menus.	Funding source: Nutrition Services
Submitted by: Nutrition Services	
Duration of Agreement: July 1, 2024 - June 30, 2027	
B-2324-020 Eide Bailly, LLP.	Contract amount: Not to Exceed
Consulted to provide auditing services	\$10,000.00
Submitted by: Business Services	
Duration of Ágreement: July 1, 2023 - June 30, 2024	Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2324-088 Ansley Morrison dba Inspired Life School	Contract amount: Per Rate Sheet
Assemblies.	
To provide BMX bike assemblies.	Funding source: Various
Submitted by: Ramona JHS	
Duration of Agreement: March 8, 2024 - June 30, 2027	
MC-2324-089 Gissela Zarate dba ISA Epic	Contract amount: Per Rate Sheet
Entertainment.	
To provide LED robot performers.	Funding source:
Submitted by: Rhodes ES	ASB/USB/PFA/PTA/PEP/Boosters
Duration of Agreement: March 8, 2024 - June 30, 2027	
<b>3</b>	

SAN BERNARDINO COUNTY	FISCAL IMPACT
SBC 24/25-001 San Bernardino County Department of	Contract amount: \$68,262.00
Probation.	
To provide contracted services for (2) full-time probation	Funding source: LCAP
officers for the 2024/2025 school year.	
Submitted by: Risk Management	
Duration of Agreement: July 1, 2024 - June 30, 2025	

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
HR-2324-025 Tulare County Office of Education.	Contract amount: \$64,500.00.
To provide administrative credential program.	
Submitted by: Human Resources	Increase contract amount by \$3,900.00
Duration of Agreement: July 1, 2023 - June 30, 2024	for full contract amount of \$64,500.00
Original Board Approval: January 18, 2024	due to clerical error.
	Funding source: General Fund

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Kathy Casino, Director, Purchasing

#### SUBJECT: SURPLUS/OBSOLETE PROPERTY

#### BACKGROUND

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

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

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

#### RECOMMENDATION

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

#### FISCAL IMPACT

Increase to the General Fund from proceeds of sale.



School Site/Department Printing, Graphics and Mail Services

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

**Board Approval Date** 

Date Submitted: January 3, 2024

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to <u>Kathy Casino@chino.k12.ca.us</u>. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (\*).

Site Contact & Extensio	n Martel Gardnero exter 1	280		· ·
		ignature is acceptable		
Department Head/Pring	cipal Approval:	, 2024 13:10 PST)		
Technology Review:				113
	THIS FOR	M MUST BE TYPED		Section Real
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	HASLER/IS/IM DS 5000/6000	MS1114001352	N/A	
Computer Equipment	HASLER/IS/IM5000BA/210 No. EQ40673	MA1113000452	N/A	
Computer Equipment	HASLER/IS5000/6000 Accessories No. EQ43772	MF1111000798	N/A	
Computer Equipment	IM56CONVEYOR IM5000 IM6000 Conveyor Stacker	MQ1102013920	N/A	
Computer Equipment	MCMTS19-N 19in Touch Screen Monitor	A11L129634	N/A	
Computer Equipment	HASLER/Misc. ModelNo. EQ43774,	NPQAJ103700497	N/A	
Computer Equipment	Unspecified/MISCZ No. EQ39988,	M4311G00629	N/A	
Computer Equipment	HASLER/Postal Consultant/Management No. EQ43776,	221621	N/A	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
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Rev. 6/26/2023

CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS/OBSOLETE EQUIPMENT LIST					
	EL RANCH	O (ASA) MERAKI HARDWA 2/21/2024	RE - SWITCHES		
Description	Model	MAC address	Serial Number	Good Working Condition	
Switches	MS425-32	e0:cb:bc:9a:53:92	Q2DW-FQL6-BP8Y		
Switches	MS425-32	e0:cb:bc:9a:44:48	Q2DW-Q9EZ-927P		
Switches	MS250-48LP	e0:cb:bc:7d:b8:f0	Q2PW-7LFV-MBX5		
Switches	MS250-48LP	e0:cb:bc:7d:c4:18	Q2PW-7NBH-UM8U		
Switches	MS250-48LP	e0:cb:bc:7d:df:a8	Q2PW-9YX5-2V5L		
Switches	MS250-48LP	e0:cb:bc:7d:e1:68	Q2PW-9Z69-RW9W		
Switches	MS250-48LP	e0:cb:bc:7d:e3:60	Q2PW-9ZFB-RNTF		
Switches	MS250-48LP	e0:cb:bc:7d:e3:d0	Q2PW-9ZJS-6CJ2		
Switches	MS250-48LP	e0:cb:bc:7d:f2:b0	Q2PW-A3ZW-THGK		
Switches	MS250-48LP	e0:cb:bc:7e:07:40	Q2PW-DTPP-AQZV		
Switches	MS250-48LP	e0:cb:bc:7e:0a:c0	Q2PW-DU78-PC3Y		
Switches	MS250-48LP	e0:cb:bc:7e:0a:f8	Q2PW-DU7R-NRMZ		
Switches	MS250-48LP	e0:cb:bc:7e:0b:d8	Q2PW-DU92-M4E8		
Switches	MS250-48LP	e0:cb:bc:7e:10:00	Q2PW-DUUP-W8ES		
Switches	MS250-48LP	e0:cb:bc:7e:15:b0	Q2PW-DVVU-XU32		
Switches	MS250-48LP	e0:cb:bc:7e:17:a8	Q2PW-DWBM-5KFH		
Switches	MS250-48LP	e0:cb:bc:7e:19:68	Q2PW-DWP6-4LM7		
Switches	MS250-48LP	e0:cb:bc:7e:1b:60	Q2PW-DWX3-AVHY		
Switches	MS250-48LP	e0:cb:bc:7e:22:28	Q2PW-DXWL-NATB		
Switches	MS250-48LP	e0:cb:bc:7e:28:80	Q2PW-DYLD-WBW8		
Switches	MS250-48LP	e0:cb:bc:7e:29:60	Q2PW-DYMV-ZV5X		
Switches	MS250-48LP	e0:cb:bc:7e:2d:50	Q2PW-DZAB-5REC		
Switches	MS250-48LP	e0:cb:bc:7e:2d:c0	Q2PW-DZAP-HWM4		
Switches	MS250-48LP	e0:cb:bc:7e:2d:f8	Q2PW-DZCW-QS2K		
Switches	MS250-48LP	e0:cb:bc:7e:2e:a0	Q2PW-DZHS-TQ9B		
Switches	MS250-48LP	e0:cb:bc:7e:2f:80	Q2PW-DZLC-8L3D		
Switches	MS250-48LP	e0:cb:bc:7e:2f:b8	Q2PW-DZMG-DEQ2		

	СНІМ	O VALLEY UNIFIED SCHOO		
		RPLUS/OBSOLETE EQUIPM		
		(ASA) MERAKI HARDWARE		
		2/21/2024		
				Good Working
Description	Model	MAC address	Serial Number	Condition
Access Points	MR42	e0:cb:bc:8a:34:fb	Q2KD-2DQK-KSZK	X
Access Points	MR42	e0:cb:bc:8a:34:f0	Q2KD-2HZ3-TQUV	X
Access Points	MR42	e0:cb:bc:8a:35:84	Q2KD-2MU8-G97B	X
Access Points	MR42	e0:cb:bc:8a:35:7c	Q2KD-2RT8-ZNEB	X
				Missing Never
Access Points	MR42	e0:cb:bc:8a:1e:ba	Q2KD-3ARW-YKNU	Connected
Access Points	MR42	e0:cb:bc:8a:35:78	Q2KD-3BZK-AYLW	X
Access Points	MR42	e0:cb:bc:8a:35:7a	Q2KD-4CDS-CLNT	X
Access Points	MR42	e0:cb:bc:8a:35:95	Q2KD-568H-V9B5	X
Access Points	MR42	e0:cb:bc:8a:32:cc	Q2KD-66YV-5H29	X
Access Points	MR42	e0:cb:bc:8a:2d:e5	Q2KD-6DT3-CNVN	X
Access Points	MR42	e0:cb:bc:8a:35:6b	Q2KD-6FE5-XYEH	X
Access Points	MR42	e0:cb:bc:8a:35:47	Q2KD-6V3A-JBBR	X
Access Points	MR42	e0:cb:bc:8a:35:8b	Q2KD-6X45-W46X	x
Access Points	MR42	e0:cb:bc:8a:34:93	Q2KD-7GWK-L8GR	X
				Missing Never
Access Points	MR42	e0:cb:bc:8a:35:06	Q2KD-8AZT-V7P3	Connected
Access Points	MR42	e0:cb:bc:8a:35:48	Q2KD-9BW5-ZUHS	X
Access Points	MR42	e0:cb:bc:8a:35:02	Q2KD-9E8K-BXJP	X
Access Points	MR42	e0:cb:bc:8a:35:79	Q2KD-9XFM-K5MM	X
Access Points	MR42	e0:cb:bc:8a:35:82	Q2KD-A365-4FBF	X
Access Points	MR42	e0:cb:bc:8a:35:3c	Q2KD-AL3L-V8HZ	X
Access Points	MR42	e0:cb:bc:8a:35:81	Q2KD-APF9-TGB9	X
Access Points	MR42	e0:cb:bc:8a:35:04	Q2KD-AVS3-2B4S	Х
Access Points	MR42	e0:cb:bc:8a:35:40	Q2KD-B3TW-U4H7	X
Access Points	MR42	e0:cb:bc:8a:34:cd	Q2KD-B4BS-XA3K	X
Access Points	MR42	e0:cb:bc:8a:35:70	Q2KD-B4S7-9FT8	X
Access Points	MR42	e0:cb:bc:8a:35:71	Q2KD-B5KN-TGJW	Х
				Missing Never
Access Points	MR42	e0:cb:bc:8a:1e:85	Q2KD-C5H3-45ZC	Connected
Access Points	MR42	e0:cb:bc:8a:35:74	Q2KD-DEVG-9FZH	Х
Access Points	MR42	e0:cb:bc:8a:35:8a	Q2KD-DKXQ-LDQ5	X
	· · · · ·			Missing Never
Access Points	MR42	e0:cb:bc:8a:1e:99	Q2KD-DY3V-8U6F	Connected
Access Points	MR42	e0:cb:bc:8a:34:8b	Q2KD-F7ER-DH35	X
Access Points	MR42	e0:cb:bc:8a:35:35	Q2KD-FQ83-N294	Х
Access Points	MR42	e0:cb:bc:8a:33:2a	Q2KD-FTQY-7XPY	Х
Access Points	MR42	e0:cb:bc:8a:34:e1	Q2KD-FZJT-N3RU	Х
Access Points	MR42	e0:cb:bc:8a:35:4c	Q2KD-GB9J-2EAF	X
Access Points	MR42	e0:cb:bc:8a:35:45	Q2KD-GJ9W-MFWK	X

Description	Model	MAC address	Serial Number	Good Working Condition
Access Points	MR42	e0:cb:bc:8a:35:6c	Q2KD-H6JD-PTPD	X
Access Points	MR42	e0:cb:bc:8a:34:91	Q2KD-HM2L-AZAJ	Х
				Missing Never
Access Points	MR42	e0:cb:bc:8a:35:0f	Q2KD-HMJR-QYCQ	Connected
Access Points	MR42	e0:cb:bc:8a:35:73	Q2KD-HNWN-RNV9	X
Access Points	MR42	e0:cb:bc:8a:31:cf	Q2KD-HZBX-U6WE	X
Access Points	MR42	e0:cb:bc:8a:35:98	Q2KD-N5SE-B7XB	X
				Missing Never
Access Points	MR42	e0:cb:bc:8a:34:81	Q2KD-QEYD-D5E2	Connected
Access Points	MR42	e0:cb:bc:8a:35:01	Q2KD-S9UG-CQ7X	X
Access Points	MR42	e0:cb:bc:8a:35:56	Q2KD-SH59-2BRM	X
Access Points	MR42	e0:cb:bc:8a:35:51	Q2KD-SRCS-8H67	X
Access Points	MR42	e0:cb:bc:8a:35:80	Q2KD-THVR-8Y3C	X
Access Points	MR42	e0:cb:bc:8a:1e:9d	Q2KD-TJZV-B7EU	Missing Never Connected
Access Points	MR42	e0:cb:bc:8a:34:82	Q2KD-U4U5-WJSR	X
Access Points	MR42	e0:cb:bc:8a:30:8a	Q2KD-WS73-KNDR	X
Access Points	MR42	e0:cb:bc:8a:35:2b	Q2KD-WW3B-Y7D8	X
Access Points	MR42	e0:cb:bc:8a:35:28	Q2KD-XU57-NQ3H	Missing Never Connected
Access Points	MR42	e0:cb:bc:8a:1e:9e	Q2KD-XVBA-N4JC	Missing Never Connected
Access Points	MR42	e0:cb:bc:8a:35:7f	Q2KD-Y83E-S8Q5	X



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to <u>Kathy Casino@chino.k12.ca.us</u>. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (\*).

School Site/Department	Nutrition Services	Date Submitted:	2/21/2024	
Site Contact & Extension	Marie Savaglio Ext 1504		4	_

Adobe E-signature is acceptable

Department Head/Principal Approval:	Jan' quaite	
Technology Review:	0	

## THIS FORM MUST BE TYPED

	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
REQUIRED				×.
Appliance / Food Service Equipment	Alto-Shaam ALT500THII	1167369	40522	
Appliance / Food Service Equipment	Alto-Shaam ALT500THII	1161834	40523	
Appliance / Food Service Equipment	Metro METC539HLDSU	C5HLE008330	48708	
Appliance / Food Service Equipment	Metro METC539HLDSU	n/a	43410	
Appliance / Food Service Equipment	Metro METC539HLDSU	n/a	40724	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12103888	55085	
Appliance / Food Service Equipment	Beverage Air SM58N-S	n/a	n/a	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12608463	60005	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12103886	55080	
Appliance / Food Service Equipment	Beverage Air SM58N-S	n/a	n/a	
Appliance / Food Service Equipment	Beverage Air SM58N-W	10402187	n/a	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12608461	60003	
Appliance / Food Service Equipment	Beverage Air SM58N-W	11004809	41851	
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition

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Palot 3



## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

<u>B</u>oard Approval Date

Appliance / Food	Beverage Air SM58N-S	12608459	60004	
Service Equipment Appliance / Food	Beverage Air SM58N-S	12905268	65544	
Service Equipment	Beverage Air SM58N-W	10402189	N/A	
Appliance / Food Service Equipment	Deverage All SIVISON-VV	10402185		
Appliance / Food	Beverage Air SM58N-S	12905264	65545	
Service Equipment Appliance / Food	Norlake AR162WVS10	12120896	40524	-
Service Equipment				
Appliance / Food Service Equipment	Beverage Air SM58N-W	n/a	40314	

## Site Responsibility:

- 1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
- 2. THIS FORM MUST BE TYPED. Accurate information must be reported on the (1) Board Agenda for approval, (2) to the Warehouse for pick up, and for (3) asset accounting.
- 3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
  - a. Product description choose from the download
  - b. Make and model, when available
    - i. All computer equipment and printers must include the serial number
  - c. CVUSD asset tag
  - d. Only if the item is in good working condition, select the box.
  - e. Obtain Principal or Department Head approval. Adobe E-signature is acceptable.
- 4. Submit the completed form to Kathy Casino@chino.12.ca.us, Purchasing Department, via email.
- 5. If items are technology related equipment, submit form to Technology Director for review.
- 6. Prior to pick up of the surplus items, it is the site/department responsibility to prepare the items for pick up.
  - a. All items must be on the list and organized and separated from items not listed.
  - b. All items should be in a central location to minimize pick-up time.
  - c. All items not in a central location should be identified on the form AND must be easily identifiable within the pickup location.
- 7. Submit a work order, via School Dude, for Warehouse to schedule a pick-up the surplus items.

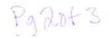
#### Purchasing Responsibility:

- 1. Review the list for completeness and authorization.
- 2. Remove assets from Financial 2000.

## Textbooks & Library Books:

- 1. Do not complete this form for Surplus or Obsolete Textbooks and Library Books.
- 2. Contact the Media Center, or email <u>Troy Ingram@chino.k12.ca.us</u> for instructions on how to proceed with this request. (Education Code 60510.5)

Rev. 6/26/2023





## CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to <u>Kathy Casino@chino.k12.ca.us</u>. Equipment that is not transferred to another site/department will be taken before the Governing Board for approval to surplus/dispose. A work order should be submitted via School Dude for surplus to be scheduled for pick up. Items over \$500 and purchased with Restricted Funds should be marked with an asterisk (\*).

School Site/Department	Nutrition Services	Date Submitted:	2/21/2024
Site Contact & Extension	Marie Savaglio Ext 1504		

Adobe E-signature is acceptable

Department Head/Principal Approval: Technology Review:

ıl:	Jani	Quinte
	1	

		M MUST BE TYPED		Cand Markins
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Appliance / Food Service Equipment	Beverage Air SM58N-S	12103891	55084	
Appliance / Food Service Equipment	Beverage Air SM58N-W	11211351	N/A	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12103890	55081	
Appliance / Food Service Equipment	Beverage Air SM58N-S	12808877	65258	
Computer Equipment	Dell Optiplex 3020	JCL1Z12	44124	
Computer Equipment	Dell Optiplex 3020	F01D482	50393	
Computer Equipment	Dell Optiplex 3020	F01C482	50395	
Computer Equipment	Dell Optiplex 3020	JCKYZ12	44121	
Appliance / Food Service Equipment	Amana RMS10TSA	2104130783	N/A	
Appliance / Food Service Equipment	Amana RCS10DA	11166840LA	N/A	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item,	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	

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- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning and Operations Martin Silveira, Director, Maintenance and Operations

#### SUBJECT: CHANGE ORDERS AND NOTICES OF COMPLETION FOR CUPCCAA PROJECTS

#### BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Fund Source	Completion Date
CC2024- 39	Canyon Hills JHS Slope Maintenance	Tree Pros, Inc.	\$35,595.00	N/A	\$35,595.00	01	January 13, 2024
CC2024- 55	District Wide Oak & Morus Tree Pruning	Mission Landscape Co, Inc.	\$18,792.00	N/A	\$18,792.00	01	January 6, 2024
CC2024- 60	Chino Hills HS Baseball Field & Windscreen Repair	Valley Cities/Gonzales Fence Company	\$15,500.00	N/A	\$15,500.00	01	February 2, 2024
CC2024- 72	Chaparral ES Fence Replacement	Riverside Fence Co, Inc.	\$34,750.00	N/A	\$34,750.00	01	January 31, 2024

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Carlos Camarena, Maintenance Supervisor, Jonathan Campbell, Maintenance Supervisor, Alex Rivera, Maintenance Supervisor; and Martin Silveira, Director, Maintenance and Operations. Staff recommends approval of the Change Orders and Notices 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 Change Orders and Notices of Completion for CUPCCAA Projects.

#### FISCAL IMPACT

\$104,637.00 to General Fund 01

NE:GJS:MS:cb

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Kathy Casino, Director, Purchasing Whitney Fields, Director, Risk Management

# SUBJECT: AWARD OF REQUEST FOR PROPOSALS 23-24-07, UNARMED SECURITY SERVICES

## 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 specific needs, receive better responses, screen vendors more effectively, and ultimately receive a better product or solution for less money.

RFP 23-24-07, Unarmed Security Services was published in the Inland Valley Daily Bulletin on December 18, 2023 and December 25, 2023. RFP documents were sent to seven (7) security services companies. Proposals were submitted at 1:00 p.m. on January 23, 2024 and were received from four (4) companies.

Contractor	Location	Hourly Rate
Allied Universal Security Services	Ontario / Irvine	\$33.49 - \$50.24
Alltech Industries, Inc.	Monterey Park	\$26.29 - \$39.44
SafeRock	Mission Viejo	\$29.44 - \$44.16
TruGuard Security Services, Inc.	Ontario / Riverside	\$32.64 - \$46.65

The basic scope of work for this RFP is for unarmed security services for District sites.

The criteria used to evaluate the RFP's were cost, 50%; specifications, 30%; additional information, 15%; and responsiveness to the RFP, 5%.

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

## RECOMMENDATION

It is recommended the Board of Education award RFP 23-24-07, Unarmed Security Services to Allied Universal Security Services, Alltech Industries, Inc., SafeRock, and TriGuard Security Services, Inc.

#### FISCAL IMPACT

Unknown.

NE:GJS:KC:WF:cb

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: CHANGE ORDER FOR BID NO. 22-23-20F, AYALA HS, CHINO HS, CHINO HILLS HS, AND DON LUGO HS FOOTBALL SCOREBOARD REPLACEMENT PROJECT

#### BACKGROUND

On December 15, 2022, the Board of Education awarded Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS to Tricore Enterprises, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Tricore Enterprises, Inc.	\$236,713.56
	Previously Approved Change Orders:	\$70,188.14
	Bid Amount:	\$2,925,000.00
	Revised Total Project Amount:	\$3,231,901.70

This change order, when combined with previously approved change orders, will exceed the legal limit of 10% of the total contract cost and has been approved San Bernardino County Counsel due to unforeseen circumstances. The change order results in a net increase of \$236,713.56 to the construction cost and 90 days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

Staff recommends the approval of the Change Order for this bid.

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

#### RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid No. 22-23-20F, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project.

# FISCAL IMPACT

\$236,713.56 to Capital Facilities Fund 25.

NE:GJS:cb



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

# **CHANGE ORDER**

Date:	Februa	ry 6, 2024	BID/ CUPC	CAA #:	22-23	-20F	Change Order #	02	
Project	Title:	Ayala HS, Chino H	S, Chino Hill	s HS, and Do	on Lugo	HS Football	Scoreboard Replacemen	t Project	
Owner:	Chino	Valley Unified Scho	ol District	DSA Applica	ation #:		1429; CHS A04-121432; 2143; DAL A04-121431	DSA File #:	36-H3
Archited	t: <u>PB</u> k	K Architects				Contractor:	Tricore Enterprises, Inc		

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

ITEM NO. 1:	Description: Reason:	Ayala HS – Additional Work Required Per CCD 003: Due to the high-water table, change the football scoreboard's footing design from pier footing to spread footing. CCD 003 approved by DSA 11/22/2023
	Document Ref:	Change Order No #2 & CCD 003
	Requested by:	Chino Valley USD
	Change in Contract Sum:	\$236,713.56
	Time Extension:	90 days (60 days construction per quote plus preparation)
ITEM NO. 2:	Description:	
NO. 2.	Reason:	
	Document Ref:	
	Requested by:	
	Change in Contract Sum:	
	Time Extension:	
ITEM NO. 3:	Description:	
NO. 5.	Reason:	
	Document Ref:	
	Requested by:	
	Change in Contract Sum:	
	Time Extension:	
ITEM	Description:	
NO. 4:	Reason:	
	Document Ref:	
	Requested by:	
	Change in Contract Sum:	
	Time Extension:	

## PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Ayala HS	\$731,250.00	\$29,840.00	\$236,713.56	\$997,803.56
Chino HS	\$731,250.00	\$13,449.38	\$0.00	\$744,699.38
Chino Hills HS	\$731,250.00	\$13,449.38	\$0.00	\$744,699.38
Don Lugo HS	\$731,250.00	\$13,449.38	\$0.00	\$744,699.38
Totals:	\$2,925,000.00	\$70,188.14	\$236,713.56	\$3,231,907.70

# CONTRACT SUMMARY

The original contract amount was:		\$2,925,000.00
Previously approved change order amount(s):		\$70,188.14
The contract amount will be increased by this Change Order:		\$236,713.56
The new contract amount including this change order will be:		\$3,231,907.70
The original contract completion date was:	1/17/2024	
Previously approved Change Order for contract time:	00 days	
The contract time will be increased by this Change Order:	90 days	
The date of completion as a result of this Change Order is:	4/16/2024	

# APPROVED BY

APPROVED BY:	101	
David Coronado	Alle	2/7/2024
Contractor – Tricore Enterprises Inc	Signature	Date
John Buck	B	2/7/24
DSA Inspector of Record (if applicable) – TYR, Inc.	Signature	Date
Robert Lavey	Adam	2/8/24
Architect / Engineer (if applicable) – PBK Architects	Signature	Date
NA	$\bigcirc$	
Construction / Project Manager	Signature	Date
NA	-	
Authorized Department Head (if applicable)	Signature	Date
NA		
Director, Technology (if applicable)	Signature	Date
Carlos Camarena	be h	2/9/2024
CVUSD Project Manager	Signature	Date
Martin Silveira	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	2/9/24
Director, Maintenance & Operations (if applicable)	Signature /	Date
	1 1	
Director, Planning (if applicable)	Signature	Date
Greg Stachura	Lat	2/9/24
Owner (Authorized Agent)	Signature	Date
	V	

Chino Valley USD • Facilities, Planning, & Operations Division • 5130 Riverside Drive, Chino, CA 91710 • 909-628-1202 ext. 1200 Updated: Updated: 9/20/2022 (Page 2 of 2)

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations Kathy Casino, Director, Purchasing

#### SUBJECT: AWARD OF BID NO. 23-24-08F, AYALA HS AND CHINO HILLS HS AQUATIC SCOREBOARD REPLACEMENT - REBID

#### 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 provide such bid security as the Board requires.

A Notice to Contractors Calling for Bids for Bid No. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement - Rebid, was advertised in the Inland Valley Daily Bulletin on January 25, 2024, and February 1, 2024. Bids were submitted at 1:00 p.m. on February 13, 2024. The bid results are as follows:

Contractor	Bid Amount
Tricore Enterprises, Inc., dba Quiel School Signs	\$988,000.00

The basic scope of work for this project is the replacement of the aquatics scoreboards at Ayala HS and Chino Hills HS with new, LED, video screen scoreboards.

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. 23-24-08F, Ayala HS and Chino Hills HS Aquatic Scoreboard Replacement – Rebid to Tricore Enterprises, Inc., dba Quiel School Signs.

#### FISCAL IMPACT

\$988,000.00 to Capital Facilities Fund 25

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations

SUBJECT: AMENDMENT TO FISCAL IMPACT FOR BID NO. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION, TO INCLUDE CAPITAL FACILITIES FUND 25 AND ELOP FUND 01

# BACKGROUND

At the October 20, 2022 Board meeting, the Board of Education awarded Bid No. 22-23-08F, Preserve School II – New Construction, to Bogh Engineering; RND Contractors, Inc.; Core Contracting, Inc.; David M. Bertino Mfg., Inc.; Best Contracting Services, Inc.; Star Hardware, Inc.; Elite Glass Enterprises, Inc.; Caston, Inc.; Inland Pacific Tile, Inc.; Southcoast Acoustical Interiors, Inc.; Continental Flooring, Inc.; Western Painting and Wallcovering, Inc.; Patriot Contracting and Engineering; Kitcor Corporation; JPI Development Group, Inc.; West Tech Mechanical; Rancho Pacific Electric Construction, Inc.; and Inland Empire Landscape, Inc.

Under fiscal impact, the funding source was listed as Measure G Building Fund 21. Due to additional sources of funding being utilized for this project, the District is required by San Bernardino County Superintendent of Schools, District Financial Services, to obtain Board approval to utilize the additional funding source.

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

# RECOMMENDATION

It is recommended the Board of Education approve the amendment to fiscal impact for Bid No. 22-23-08F, Preserve School II – New Construction, to include Capital Facilities Fund 25, and ELOP Fund 01.

# FISCAL IMPACT

None.

NE:GJS:cb

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D, Superintendent
- **PREPARED BY:** Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations Martin Silveira, Director, Maintenance and Operations Kathy Casino, Director, Purchasing

SUBJECT: RESOLUTION 2023/2024-43, EMERGENCY REQUEST TO SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS FOR AUTHORIZATION TO AWARD A CONTRACT WITHOUT BIDDING AND ADVERTISING FOR ELECTRICAL SYSTEM REPAIRS AT TOWNSEND JHS

\_\_\_\_\_

## BACKGROUND

On February 20, 2024, there was a power failure at Townsend JHS. CVUSD's Maintenance Department electricians were dispatched to the school site to assess the issue and found that the 2000-amp 277/480-volt breaker had tripped. Because of the high-voltage nature of this electrical failure, CVUSD contacted a high-voltage electrical contractor to assess the situation.

Because of this failure, the nature of the repairs, and the need for electricity to operate the school, it was necessary to bring in an emergency generator to power the school and perform emergency repair work without advertising or inviting bids.

Public Contract Code 20113 relieves the Board of Education from bidding requirements when, in an emergency, any repair, alteration, work, or improvement is necessary to permit the continuance of existing school classes or to avoid danger to life or property. The Board must vote unanimously to request approval of the San Bernardino County Superintendent of Schools.

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

#### RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2023/2024-43, Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract without Bidding and Advertising for Electrical System Repairs at Townsend JHS.

# FISCAL IMPACT

# \$312,815.00 to General Fund 01.

NE:GS:MS:KC:cb

## Chino Valley Unified School District Resolution 2023/2024-43

## Emergency Request to San Bernardino County Superintendent of Schools for Authorization to Award a Contract without Bidding and Advertising for Electrical System Repairs at Townsend Junior High School

**WHEREAS**, the California Education Code Section 20113 relieves the governing boards of school districts from bidding requirements when, in an emergency, repairs, alterations, work, or improvement are necessary to permit the continuance of existing classes or to avoid danger to life and property;

**WHEREAS**, on February 20, 2024, there was a power failure at Townsend Junior High School which disrupted the ongoing operations of the school;

**WHEREAS**, the District's staff could not make repairs to the high-voltage electrical system, and a high-voltage electrical contractor was called in to make the repairs;

**WHEREAS**, the normal bidding process would delay and further affect normal school-wide operations and the safety of students and school staff members;

**WHEREAS,** immediate repairs, alterations, work, or improvements were necessary to permit the safe continuance of existing school classes;

**WHEREAS**, the District does not have sufficient time to follow the normal advertising and bidding process.

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Chino Valley Unified School District declares that an emergency condition exists at Townsend Junior High School.

**IT IS RESOLVED FURTHER** that the Administration of the Chino Valley Unified School District is authorized to request relief from the bidding requirements from the San Bernardino County Superintendent of Schools.

**IT IS RESOLVED FURTHER** that the Superintendent or his designee is authorized to sign all related documents.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 7th day of March 2024, by the following vote:

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

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

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources Joseph Durkin, Director, Human Resources Jaime Ortega, 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:LF:JD:JO:jw

# CERTIFICATED PERSONNEL

# HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2023/2024 SCHOOL YEAR

CARRILLO SERRATO, Jasmine	Elementary Teacher	Cal Aero K-8	03/29/2024
MARIOTT, David	Secondary Teacher	Buena Vista HS	03/04/2024
CRUZ, Ulises	Music Teacher	Access & Equity	03/08/2024

## RESIGNATIONS

ENGLAND, Kristin LEIGH, Veronica HACHEY, Rose GITHENS, Megan ZHANG, Xiaohui VAZQUEZ I, Benjamin BARRIOS, Samantha FRAUSTO, Nathan YANG, Jennifer HERRERA, Samantha LOTZ, Jason KENEASTER, Joy FERNANDEZ, Wendie JACKSON, Emily SALDANA, Alberto DAVIS, Timothy IVES, Lenee VELAZCO, Elvira BUCKLEY, Camille **GRIFFIN**, Paul TAGLE, Liezyl Dee

**Elementary Teacher Special Education Teacher Special Education Teacher** Elementary Teacher Dual Lang. Immersion. Teacher **Elementary Teacher** Elementary Teacher **Special Education Teacher** Elementary Teacher **Elementary Teacher Elementary Teacher** Elementary Teacher Elementary Teacher Elementary Teacher **Special Education Teacher** Secondary Teacher Secondary Teacher Secondary Teacher Secondary Teacher Secondary Teacher Child Development Teacher

Butterfield Ranch ES **Butterfield Ranch ES** Cortez ES Dickson ES Hidden Trails ES Liberty ES Litel ES Marshall ES Marshall ES Oak Ridge ES Oak Ridge ES Walnut ES Cal Aero K-8 Cal Aero K-8 Ramona JHS Woodcrest JHS Avala HS Chino Hills HS Don Lugo HS Don Lugo HS Health Services

05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 06/28/2024 06/28/2024 05/24/2024 05/27/2024 05/24/2024 02/14/2024 05/24/2024 05/24/2024 06/28/2024

# **APPOINTMENT - EXTRA DUTY - SPORTS**

DIZON, Julianna FELLOWS, Amber ARRINGTON, Dylan (NBM) VON FLECKLES, Jordan WEIHERT, Jeff (NBM) HERNANDEZ, Ryan (NBM) MALLO, Jordan (NBM) REYNOSO, Gabriela (B) ROJAS, Journey (NBM) BECK, Kyle (NBM) RUIZ-DIAZ, Esteban (NBM) Track & Field (GF) Track & Field (GF) Football (B) Boys Volleyball (GF) Girls Basketball (GF) Boys Volleyball (GF) Wrestling (GF) Band (B) Softball (GF) Track & Field (GF) Flag Football (GF) Cal Aero K-8 03/07/2024 Cal Aero K-8 03/07/2024 Ayala HS 03/07/2024 Avala HS 03/07/2024 Ayala HS 03/07/2024 Chino HS 03/07/2024 Chino HS 03/07/2024 Chino HS 03/07/2024 Chino HS 03/07/2024 Don Lugo HS 03/07/2024 Don Lugo HS 03/07/2024

TOTAL: \$2

\$23,612.00

# CERTIFICATED PERSONNEL (cont.)

# <u>APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH</u> JUNE 30, 2024

ACEVES, Sergio AUSTIN, Dominique CHAPMAN, Amanda DELA ROSA, Cynthia MAXWELL, Tasnim REDDY, Cynthia RODRIGUEZ, Brandy SCHULTE, Danielle ARCY, Daniel BOND, Chanel CRUZ, Edna KERA, Antoinette MURRAY, Adam REYES, Natalie ROQUE, Ivanna SOLORZANO, Mayra ALLEE, Mikayla BOURDET, Kaley CUBA, Yaima MARTINEZ, Marissa RAMOS, Dalinda RODRIGUEZ, Berenice RUSH, Jaimie WILLIAMS, Breyan

## **CLASSIFIED PERSONNEL**

<u>NAME</u>

# **POSITION**

# LOCATION EF

EFFECTIVE DATE

# CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2023/2024 SCHOOL YEAR

# LEAVE OF ABSENCE

VALDEZ, Jacqueline	Behavior Intervention Specialist	Special Education	02/15/2024
	(SELPA/GF)	-	through
			02/19/2024

# HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

## **APPOINTMENT**

DURAN, Rosaelia NELSON, Qiana RODRIGUEZ, Daniel CAVENEE, Erica HERNANDEZ, Martin ORTEGA, Celia HIGUERA, Ariana JARAMILLO, Eunike AGUILERA, Emmanuel	Paraprofessional I (SELPA/GF) Health Technician (GF) Custodian I (GF) Playground Supervisor (GF) Security Person (GF) Playground Supervisor (GF) Payroll Technician (GF) Account Clerk III (GF) Digital Media & Video Production Specialist (GF)	Dickson ES Briggs K-8 Briggs K-8 Cal Aero K-8 Ayala HS Chino HS Business Services Business Services Communications	03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024
<u></u>			-
PONVANIT, Nithiya	Elementary Library/Media Center Assistant (GF)	Glenmeade ES	03/11/2024
PROMOTION			
BOSKOVICH, Katherine	FROM: Elementary Library/Media Center Assistant (C) 3.5 hrs./150 contract days	Glenmeade ES	03/11/2024
	TO: Counseling Assistant (GF) 8 hrs./261 contract days	Legacy Academy	
SIRIBAN, Ethel	FROM: Typist Clerk II (GF) 8 hrs./261 contract days	Cal Aero K-8	03/11/2024
	TO: School Secretary I (GF) 8 hrs./261 contract days	Legacy Academy	
FIERRO, Daniel	FROM: Paraprofessional II (SELPA/GF) 6 hrs./181 work days	Ayala HS	03/08/2024
	TO: Security Person <sub>(GF)</sub> 8 hrs./181 work days	Don Lugo HS	

# **CLASSIFIED PERSONNEL** (cont.)

NAME	POSITION	LOCATION	<u>EFFECTIVE</u> <u>DATE</u>
PROMOTION (cont.)			
MAUGHAN, Sandra	FROM: Nutrition Services Professional (NS) 3.0 hrs./181 work days	Chino HS Walnut ES	03/08/2024
	TO: IA/Elementary Grade Level (GF) 3.5 hrs./180 work days	Wallut ES	
CORONADO, Lorena	FROM: Bilingual Typist Clerk I (c)	Health Services	03/08/2024
	8 hrs./261 contract days TO: Typist Clerk II (c) 8 hrs./261 contract days	Health Services	
CHANGE OF ASSIGNMENT	-		
CABALLERO, Lucia	FROM: Health Technician (GF)	Cattle ES	03/08/2024
	5.5 hrs./185 work days TO: Typist Clerk II (GF) 8 hrs./ 201 work days	Cattle ES	
GATEB, Aracely	FROM: Secondary Library/Media Center Assistant (GF) 6 hrs./261 contract days	Cal Aero K-8	03/11/2024
	TO: Typist Clerk II (GF) 8 hrs./261 contract days	Cal Aero K-8	
ROSALEZ, Victor	FROM: Security Person (GF) 8 hrs./215 work days	Chino HS	03/08/2024
	TO: Security Person <sub>(GF)</sub> 8 hrs./ 261 contract days	Chino HS	
GONZALEZ CONTRERAS, Evelin	FROM: Custodian I (ABG) 4 hrs./261 contract days	Adult School	03/08/2024
	TO: Custodian I (ESLC/GF) 6 hrs./261 contract days	Adult School	
INCREASE IN HOURS/DAYS			
SUAZO, Anthony	FROM: Warehouse Delivery Worker (GF) 8 hrs./180 work days TO: Warehouse Delivery Worker (GF) 8 hrs./261 contract days	Purchasing/ Warehouse Purchasing/ Warehouse	03/08/2024

# **CLASSIFIED PERSONNEL** (cont.)

NAME	POSITION		<u>EFFECTIVE</u> DATE
<b>REVISION TO RETIREMEN</b>	<u>T DATE ON THE JULY 20, 2023 B</u>	OARD AGENDA	
FRUTOS, Tressa	Typist Clerk II (GF)	Canyon Hills JHS	05/17/2024
CLOSING OF OFFICIAL RE	CORDS		
REED, Kathleen	Duplication Department Clerk (GF)	Printing, Graphics & Mail Services	02/12/2024
RESIGNATION			
BEAVER, Meghan LOPEZ, Miranda ORTIZ, Julie	Health Technician (GF) Bus Driver (GF) Bus Driver (GF)	Litel ES Transportation Transportation	02/29/2024 03/08/2024 02/13/2024
APPOINTMENT OF CLAS JUNE 30, 2024	SIFIED SUBSTITUTES EFFECTI	<u>VE JULY 1, 2023</u>	<u>THROUGH</u>
GARCIA, Ailene	MORENO, Angela	SEIBERT, Shirley	

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

Humility • Civility • Service

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources

# SUBJECT: REVISION TO THE JOB DESCRIPTION FOR DIRECTOR OF MAINTENANCE, OPERATIONS, AND CONSTRUCTION

\_\_\_\_\_

# BACKGROUND

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the revision of existing positions to support the District's mission of increased student achievement.

The Director of Maintenance, Operations, and Construction is being revised to better align with the duties assigned.

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 to the job description for Director of Maintenance, Operations, and Construction.

# FISCAL IMPACT

None.

NE:LF;JD:JO:jw

## CHINO VALLEY UNIFIED SCHOOL DISTRICT Position Description

TITLE:	Director, Maintenance AND Operations <del>and Construction</del>	REPORTS:	Assistant Superintendent, Facilities, Planning AND OPERATIONS
DEPARTMENT:	Maintenance	CLASSIFICATION:	Classified Management
FLSA:	Exempt	WORK YEAR:	261
ISSUED:		SALARY:	Range 15

#### **BASIC FUNCTION:**

Under direction of the Assistant Superintendent, Facilities, Planning, AND OPERATIONS, develops, implements and administers comprehensive District procedures and provides direction regarding maintenance, grounds keeping, AND custodial and construction operations of the District. Performs related work as required.

**REPRESENTATIVE DUTIES:** INCUMBENTS MAY PERFORM ANY COMBINATION OF THE ESSENTIAL FUNCTIONS SHOWN BELOW. THIS POSITION DESCRIPTION IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, KNOWLEDGE, OR ABILITIES ASSOCIATED WITH THIS CLASSIFICATION, BUT IS INTENDED TO ACCURATELY REFLECT THE PRINCIPAL JOB ELEMENTS.

#### **DISTINGUISHING CHARACTERISTICS**

This is a single class position characterized by the responsibility to perform administrative duties as required and to coordinate the work of other personnel assigned to the Maintenance and Operations Department.

#### E = ESSENTIAL FUNCTIONS EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

Confers with Managers regarding policy, procedures and methods of work, schedules, supply and equipment requirements, and operational problems; determines future requirements for personnel, materials, and equipment. (E)

Confers with school site administrators regarding potential/documented problems in areas of responsibility. (E)

Reviews requests for alterations AND remodeling, and other District construction work; estimates cost of construction/repair projects; approves work requisitions. (E)

Prepares and submits annual budget request to the Assistant Superintendent of Facilities and Planning; makes recommendations, suggestions and proposes alternative funding programs. (E)

Develops comprehensive District Deferred Maintenance Plan as authorized by state law. (E)

Confers and reviews with District architects, plans for rehabilitation/remodeling of existing structures and all new school construction projects. (E)

Coordinates special events operations requiring preparation of facilities.

Reviews and approves recommendations for employment, transfer, and promotion of personnel.

Develops maintenance personnel training programs and participates in safety meetings and training sessions.

Develops, implements, and manages the District's Energy Conversation Program. (E)

Develops, implements, and manages comprehensive preventive maintenance plans for facilities and equipment. (E)

Leadership of a team of Maintenance Managers SUPERVISORS utilizing appropriate supervision skills and evaluation. (E)

MAY BE REQUIRED TO ATTEND DISTRICT AND/OR SCHOOL BOARD MEETINGS.

#### MINIMUM REQUIREMENTS:

#### Education, Experience, Licenses, and other Requirements:

Bachelor's Degree from an accredited college or university in a related field: Architecture, engineering, or construction, augmented by extensive college level courses in management, construction, supervision, training and related areas.

#### ADDITIONAL REQUIREMENTS

Must possess, or obtain prior to appointment, a valid California Driver's License. Must have the ability to obtain and maintain insurability status under the District's insurance policy.

#### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Methods, practices, equipment and supplies used in THE MAINTENANCE AND REPAIR OF SCHOOL FACILITIES reinforced steel, concrete, wood frame, brick and mortar construction;
- Working methods and procedures used in building trades, crafts, custodial and grounds management;
- Principles and practices of management;
- Principles and practices of budgeting and cost control;
- Laws and ordinances affecting construction and repair of public school buildings;
- Mechanical equipment and vehicles.

#### Ability to:

- Prepare and interpret plans and specifications;
- Plan and organize the work involved in maintaining school facilities;

- Estimate costs of maintenance and repair work such as construction of walls, partitions, HVAC, and cabinets, painting, plumbing and installation of electrical systems;
- Direct, supervise, train and evaluate managerial staff;
- Establish and maintain effective working relationships.

#### WORKING CONDITIONS:

#### **Environment:**

- Office and outside environment with multiple staff members;
- Subject to frequent interruptions and continual deadlines;
- Subject to various emergency situations.

I HAVE READ THE ABOVE POSITION DESCRIPTION AND FULLY UNDERSTAND THE REQUIREMENTS SET FORTH THEREIN. I HEREBY ACCEPT THE POSITION OF DIRECTOR OF MAINTENANCE AND OPERATIONS AND AGREE TO ABIDE BY THE REQUIREMENTS AND DUTIES SET FORTH. I WILL PERFORM ALL DUTIES AND RESPONSIBILITIES TO THE BEST OF MY ABILITY.

#### (SIGNATURE OF EMPLOYEE)

(DATE)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CHINO VALLEY UNIFIED SCHOOL DISTRICT WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES, AND ENCOURAGES BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH THE DIVISION OF HUMAN RESOURCES.

BOARD Approved:	04/11/86
Revised:	05/15/86
Revised:	04/18/02
REVISED:	

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

**DATE:** March 7, 2024

- **TO:** Members, Board of Education
- FROM: Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources Whitney Fields, Director, Risk Management and Human Resources

# SUBJECT: REJECTION OF CLAIMS

# BACKGROUND

Claim 24.02.02 was submitted on February 5, 2024, from Gonsalo Santillan and Nancy Martin on behalf of their son, a student at Wickman ES. The claimant alleges severe injury after another student pushed him during recess on school property. Claimant seeks reimbursement for medical expenses in an amount to be determined.

Claim 24.02.03 was submitted on February 15, 2024, from Melissa Jennings, on behalf of her son, a student at Oak Ridge ES. The claimant alleges psychological, physical and emotional damage due to a District employee's negligence and recklessness. Claimant seeks reimbursement for an amount to be determined.

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

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

#### RECOMMENDATION

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

# FISCAL IMPACT

Unknown at present.

NE:LF:WF:lag

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

- **DATE:** March 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources
- SUBJECT: FIELDWORK AND INTERNSHIP MASTER AGREEMENT WITH CHAPMAN 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 Fieldwork and Internship Master Agreement with Chapman University

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

# RECOMMENDATION

It is recommended the Board of Education approve the Fieldwork and Internship Master Agreement with Chapman University.

# FISCAL IMPACT

None.

NE:LF:JD:JO:jw



# CHAPMAN UNIVERSITY MASTER AGREEMENT WITH

Chino Valley Unified School District

Chapman University, on behalf of the Attallah College of Educational Studies, hereinafter called "the UNIVERSITY", enters into this MASTER AGREEMENT with <u>Chino Valley Unified School District</u>, hereinafter called "DISTRICT", for the purpose of establishing a mutually beneficial educational experience for UNIVERSITY students, for the academic program(s) (hereinafter referred to as PROGRAM) and their activities selected below:

Select	Attallah College Program Name	Appendix
	Undergraduate major/minor programs, supervised fieldwork placements	A
$\checkmark$	Teacher Education Preliminary Credential programs, supervised fieldwork placements	В
$\checkmark$	Teacher Education, Intern Teacher Credential programs	С
$\checkmark$	School Counseling Clear PPS Credential program, supervised fieldwork (practicum and/or internship) placements	D
	School Counseling, Intern PPS Credential program	E
$\checkmark$	School Psychology Clear PPS Credential program, supervised fieldwork (practicum and/or internship) placements	F
	School Psychology, Intern PPS Credential program	G
$\checkmark$	Licensed Professional Clinical Counselor (LPCC) program, supervised fieldwork placements	Н

Individual locations at which UNIVERSITY students may be placed with the DISTRICT shall be referred to as FIELDWORK SITE(S).

For the PROGRAM(S) selected above, the following mutual expectations and agreements apply:

# I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the students have completed the necessary educational prerequisites, health and background checks, including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance, if so required for the students to be eligible for the PROGRAM/fieldwork experience.

- B. The student's name/identification badge shall be provided by the UNIVERSITY.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the DISTRICT employee (i.e., classroom teacher, school counselor, or school psychologist) the activities of each student assigned to each FIELDWORK SITE for the PROGRAM.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the DISTRICT supervisor.
- E. If the UNIVERSITY student has access to personally identifiable DISTRICT student information, the UNIVERSITY shall instruct participating students of their requirement to comply with the provisions of the Family Educational Rights and Privacy Act at 20 U.S.C. 1232g, and the California Education Code. The UNIVERSITY shall instruct participating students of their requirement to maintain the confidentiality of DISTRICT student information obtained during the field training experience at the DISTRICT, including the confidentiality requirements described herein. 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 pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. 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 DISTRICT and the student or client, utilizing the student confidentiality policies and procedures of the DISTRICT.
- F. 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.
- G. The UNIVERSITY may terminate the field experience/placement of any student of the UNIVERSITY at the DISTRICT at any time.

# II. RESPONSIBILITIES OF THE DISTRICT

- A. The DISTRICT shall provide field experiences in such sessions, schools, or classes of the DISTRICT and under the direct supervision and instruction of such employees of the DISTRICT, as specified by the duly authorized representatives of the DISTRICT and in collaboration with the UNIVERSITY.
- B. The DISTRICT may, for good cause, refuse to accept for field experiences, or terminate the field experience of any student of the UNIVERSITY assigned to the DISTRICT upon prior written notice to and consultation with the UNIVERSITY. Prior to the removal of a student, the DISTRICT shall consult with the

UNIVERSITY about its concerns and proposed course of action. If the District and the University mutually agree, another placement within the DISTRICT may be pursued. The DISTRICT 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 DISTRICT.

- C. The DISTRICT shall provide students with experiences with a student population at each FIELDWORK SITE that is diverse in terms of ethnicity, culture, language, socioeconomics and/or special needs.
- D. The DISTRICT will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the DISTRICT or involving employees or agents of the DISTRICT, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- E. The DISTRICT will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified students with disabilities to participate in the program.
- F. As requested by the UNIVERSITY, the DISTRICT will maintain records and reports on each student's performance and provide the evaluations on forms provided by the UNIVERSITY.
- G. The DISTRICT will, on reasonable request, permit inspection of the facility by agencies that accredit the program/UNIVERSITY (i.e., allowing field site visits for accreditation purposes).
- H. The DISTRICT will provide for emergency health care of the student in case of an accident at the expense of the student.
- The DISTRICT will provide all participating students with a copy of the DISTRICT'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- J. The DISTRICT will comply with all federal, state and local statutes and regulations applicable to the operation of the Program, including without limitation, laws relating to the confidentiality of student records.
- K. If an investigation into an incident allegedly witnessed by or directly involving the conduct of UNIVERSITY student is initiated by the DISTRICT, the DISTRICT will notify the UNIVERSITY of such investigation, in writing, within 24 hours so the UNIVERSITY may provide appropriate support to the student in the DISTRICT'S investigation process.

- L. In its operation of the PROGRAM, the DISTRICT shall comply with and execute the requirements contained in the relevant Appendices, attached hereto and incorporated herein, regarding the supervision, experience, and training of the UNIVERSITY students.
- M. If the DISTRICT pays the students as its own temporary employees to perform the activities of the field experience as set forth in the Appendices, it shall be solely responsible for all employment-related benefits and obligations.
- N. The DISTRICT will ensure that the student will be expected to adhere to all public health/COVID protocols of the DISTRICT as deemed necessary.

# III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Remuneration to any member of the DISTRICT shall be outlined in the relevant PROGRAM Appendix attached to this Agreement.
- C. The assignment of a UNIVERSITY student to field experiences at DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper DISTRICT officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such documents.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence or intentional misconduct of the UNIVERSITY, its trustees, agents, or employees.
- E. The DISTRICT agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence or intentional misconduct of the DISTRICT, its agents, or employees.
- F. UNIVERSITY and DISTRICT each agree to maintain insurance or a program of self-insurance throughout the term of this Agreement as follows:

- i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
- Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. For students who are not classified as employees of the DISTRICT, the UNIVERSITY shall provide coverage for students under the school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
- iii. UNIVERSITY and DISTRICT shall maintain statutory Workers' Compensation coverage on their respective employees working at the DISTRICT pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Students are not employees of the UNIVERSITY and are not eligible for Automobile Liability Insurance coverage, employee benefit programs, or Workers' Compensation coverage through the UNIVERSITY. However, if any students are paid by the DISTRICT for participating in the Program, and are classified as employees of the DISTRICT, then the DISTRICT shall provide such students with Workers' Compensation insurance, professional liability insurance, and any other employee benefits otherwise offered to its employees similarly classified.
- iv. Upon request, UNIVERSITY and DISTRICT shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the PROGRAM(S).
- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

DISTRICT INFORMATION (fill in):UNIVERSITY CONTACT INFORMATION:Chino Valley USDAttn: Harold W. Hewitt, Jr.,5130 Riverside DriveExecutive Vice President & COOChino, CA 91710Chapman University

J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

One Chapman Drive Orange, CA 92866

- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

# IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective <u>01/24/2024</u>, and shall continue in full force and effect for five years. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the DISTRICT with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at

the time of notice of termination are given the opportunity to complete their fieldwork at the FIELDWORK SITE.

C. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

## SIGNATURES:

DISTRICT:	Signature:	
	Name:	
	Title:	
	Date:	
UNIVERSITY:	Signature:	
	Name:	Harold W. Hewitt, Jr.
	Title:	EVP & Chief Operating Officer
	Date:	

District Initial here: <u>N/A</u> Date: \_\_\_\_\_ Read and agreed with Appendix A

# Appendix A

# Undergraduate Education (Majors/Minors) Field Experience Definitions, Limitations, and Specific Supervision Requirements

# **Definitions:**

A. "Undergraduate Field Experience" as used herein and elsewhere in this agreement means observation of classrooms/school activities as well as participation in the classroom under the direct supervision of employees of the DISTRICT who hold valid credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers, pupil personnel services providers, and/or administrators in the schools or classes in which the field experience is provided.

# Limitations:

- A. Unlike students in the UNIVERSITY'S Teacher Education, School Counseling, or School Psychology credential programs (undergraduate or graduate), undergraduate field experience is not used by the student for credit as hours toward credentialing by the California Commission on Teacher Credentialing.
- B. Unlike the UNIVERSITY'S credential programs (undergraduate or graduate), under no circumstances is the student eligible for pay from the district for undergraduate field experiences.
- C. Unlike the UNIVERSITY'S credential programs (undergraduate or graduate), under no circumstances is the DISTRICT employee renumerated for supervising undergraduate field experiences.
- D. The number of hours of field experience required by the UNIVERSITY'S undergraduate courses may vary depending on the course and assignment to be completed during the field experience. However, the maximum number of hours spent in a DISTRICT setting for any one UNIVERSITY course's assignments is 60 hours per 16-week semester.
- E. UNIVERSITY undergraduate education students who possess substitute permits from the California Commission on Teacher Credentialing may not use hours spent in substitute employment as field experience hours.

# **Specific Supervision Requirements:**

A. UNIVERSITY undergraduate education students engaged in field experience activities with DISTRICT Students must be supervised at all times by a DISTRICT employee with the professional credentials as described in Definitions, A, above.

District Initial here: \_\_\_\_\_ Date: \_\_\_\_\_ Read and agreed with Appendix B

# Appendix B

# <u>Teacher Education Programs Supervised Fieldwork Definitions, Responsibilities,</u> <u>and Requirements</u>

# Please check credential area(s) in which DISTRICT placements may be made:



- Multiple Subject Preliminary Credential
- Single Subject Preliminary Credential



**Education Specialist Preliminary Credential** 

# **Definitions:**

- A. "Supervised Fieldwork" for Teacher Education courses (undergraduate or graduate) as used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the DISTRICT who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the supervised fieldwork experience is provided, and have completed a minimum of three years successful teaching experience. Supervised fieldwork activities may include observation of classrooms/school activities as well as assisting the classroom teacher with instruction and/or teaching on a limited basis in the DISTRICT employee's classroom. The maximum number of supervised fieldwork hours spent in a DISTRICT setting for any one UNIVERSITY course's assignments is 60 hours per 16-week semester. Time spent in Teacher Education Program supervised fieldwork experiences are used by the credential candidate for credit as hours toward credentialing by the California Commission on Teacher Credentialing.
- B. "Student Teaching" (undergraduate or graduate) as used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the DISTRICT who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience. Teacher Education credential candidates engaged in two distinct student teaching placements, such as may be required joint or dual credential programs, may be referred to as Teacher Residents rather than Student Teachers; however, identification as a Teacher Resident does not alter in any way the duration of each individual student teaching placement nor the requirements below. Unlike supervised fieldwork, student teaching activities include the credential candidate teaching extensively in the DISTRICT employee's classroom for 400 or more hours per session of student teaching (see below). Time spent in Teacher Education program student teaching experiences by the credential candidate are used for credit as hours toward credentialing by the California Commission on Teacher Credentialing.

- C. "Session of Student Teaching" as used herein and elsewhere in this agreement is defined as follows:
  - a. For Multiple Subject credential candidates, a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks.
  - b. For Single Subject credential candidates, three periods a day for five (5) days a week (or the equivalent if the school utilizes a block schedule) for a minimum of sixteen (16) weeks.
  - c. For Education Specialist (Special Education) credential candidates, a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks in elementary school settings and/or three periods a day for five (5) days a week (or the equivalent if the school utilizes a block schedule) for a minimum of sixteen (16) weeks for secondary school settings.
  - d. For Joint Multiple Subject and Education Specialist (Special Education) credential candidates:
    - i. A full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) and a maximum of twenty (20) weeks for the multiple subject credential, and
    - A a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) and a maximum of twenty (20) weeks in elementary school settings and/or three periods a day for five (5) days a week (or the equivalent if the school utilizes a block schedule) for a minimum of sixteen (16) and a maximum of twenty (20) weeks for secondary school settings for the Education Specialist credential.

# **Responsibilities:**

- A. The DISTRICT will provide suitable experience situations as prescribed by the PROGRAM curriculum and objectives to be provided by the UNIVERSITY.
- B. The DISTRICT will designate appropriate personnel to coordinate and supervise the student's learning experience in the PROGRAM. This will involve planning between responsible UNIVERSITY employees and designated DISTRICT 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 DISTRICT.
- C. The DISTRICT shall provide all equipment and supplies needed for the credential candidate's instruction at the DISTRICT in the same manner as would be provided to a DISTRICT employee. Such equipment and supplies will be subject to their availability.
- D. The DISTRICT will designate and submit in writing to the UNIVERSITY the name and academic credentials of the Mentor Teacher(s) to which the credential candidate is assigned.

- E. If, for any reason, the DISTRICT makes a change in the candidate's Mentor Teacher, the DISTRICT will notify the UNIVERSITY, in writing, within two (2) business days of the credential candidate's reassignment and will provide the academic credentials of the new Mentor Teacher at the time of notification.
- F. In the event of an absence of the Mentor Teacher greater than four (4) days within a 16-week session of student teaching or five (5) days within a 20-week session of student teaching, cumulative, the DISTRICT will notify the UNIVERSITY in writing of such Mentor Teacher absences within two (2) business days of the 4<sup>th</sup> or 5<sup>th</sup> absence, respectively.
- G. If, for any reason, the Mentor Teacher is placed on or takes medical or professional leave greater than five (5) business days of duration during the session of student teaching, the credential candidate will be reassigned to a new Mentor Teacher by the DISTRICT within two (2) business days and the UNIVERSITY notified in writing.

Requirements:

- A. It is understood that in no case shall UNIVERSITY students who are not employees of the DISTRICT replace regular staff.
- B. Substitute teaching while engaged as a Student Teacher/Teacher Resident: The California Commission on Teacher Credentialing's policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not credentialed personnel and therefore require full-time supervision. Those UNIVERSITY students with valid California substitute permits may serve as a Substitute Teacher for their Mentor Teacher with the following restrictions:
  - a. Substituting is permitted only after the conclusion of the first four weeks of the session of student teaching;
  - b. Substituting is permitted only when the candidate is paid;
  - c. Substitute days are limited to a maximum of four (4) days per 16-week student teaching fall or spring term only or a maximum of five (5) days per 20-week teacher residency fall/interterm or spring/summer rotation;
  - d. Substituting is permitted only for the Mentor Teacher (not for other teachers of the DISTRICT); and
  - e. Substituting is permitted only when the Mentor Teacher is ill and/or when it is determined by the principal that this is in the best interest of the students in the classroom as well as the credential candidate.
- C. Mentor Teacher Remuneration: Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the DISTRICT shall submit an invoice to the UNIVERSITY for payment at the rate provided below for all field experiences provided by the DISTRICT under and in accordance with this agreement during said session. This process may be altered according to individual districts' procedures as to the manner in which the invoicing will

proceed so long as the parties mutually agree to such alteration in advance. Payment will be paid directly to the school district unless previously agreed to in writing by both parties. Rates and payments due to Mentor Teachers are agreed to as follows:

- a. \$500 per Mentor Teacher for 16-20 weeks of supervision of full-time (400+hours) student teaching/teacher residency and Letter of Appreciation. In situations where the full-time student teacher/teacher resident 'splits' their time between two teachers, the \$500 honorarium will be split according to the percent (%) of time Mentor Teacher supervises the candidate. Examples of this situation would be elementary co-teachers who equally share a classroom or secondary subject area teachers where the candidate is in one period with the first Mentor Teacher and 2 periods with the other.
- b. \$250 per Mentor Teacher for 16-20 weeks of supervision of fieldwork placements between 200 and 399 hours and a Letter of Appreciation.
- c. \$125 per Mentor Teacher for 16-20 weeks of supervision of fieldwork placements between 50 and 199 hours and a Letter of Appreciation.
- d. Letter of appreciation for supervision of placements < 50 hours.
- e. Early termination of placement: In the event the placement of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason prior to the conclusion of the full Session of Student Teaching, the Mentor Teacher will be paid the rate corresponding to the number of hours of supervision provided prior to termination.

District Initial here: \_\_\_\_\_ Date: \_\_\_\_\_ Read and agreed with Appendix C

# Appendix C

# **Teacher Education Intern Credential Agreement**

Please check Intern credential(s) offered in DISTRICT to which this Appendix will be applicable:



Education Specialist Intern Credential

Single Subject Intern Credential

# **Requirements and Limitations:**

- A. An Intern Teaching Credential authorizes the same service at the same level as the Preliminary Teaching Credential with some exceptions. The Intern Teaching Credential is only valid in one school district or consortium. Intern Credentials are issued by the California Commission on Teacher Credentialing. Applicants for an Intern Credential must satisfy all applicable requirements as established by the Commission.
- B. For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a District Supervisor who provides general support at the cooperating school(s). Also, the Intern Credential authorization shall be issued initially for a two-year period and may be renewed by the Commission on Teacher Credentialing if in its judgment an applicant is unable to complete renewal requirements because of illness or other circumstances judged to be extenuating and not within the control of the applicant.
- C. The DISTRICT will assign a District Support Provider to the intern to provide support throughout the year. The District Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback. Selected other conditions and guidelines appear in this Appendix.
- D. Each Intern Teaching Credential candidate is to work under the direct and continuing supervision of a UNIVERSITY Supervisor and as well as the District Support Provider for a combined minimum total of 144 hours and is provided with general support at the classroom level of the cooperating school. An additional 45 hours of support shall be administered to interns in need of English Learner (EL) support.
- E. The Intern Teaching Credential candidate shall be provided with a minimum of six (6) observations per 16-week semester and a minimum of one (1) formal, written evaluation per 16-week semester.
- F. The DISTRICT acknowledges that each intern under this Intern Teaching Credential Agreement shall be a paid employee of the DISTRICT and thus covered under the DISTRICT's insurance policies, including Workers' Compensation insurance and Professional Liability insurance, to the extent

available to other instructional employees. No intern shall be considered an employee or agent of the UNIVERSITY while performing services for the DISTRICT.

G. This Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

# Conditions Established by State Law for Intern Credential Programs:

- A. For initial and continuing accreditation by the Committee on Accreditation of the Commission on Teacher Credentialing, participating districts and universities must adhere to the following requirements of state law and all other applicable requirements:
  - Bachelor's Degree Requirement. Candidates admitted to Intern Credential programs must hold baccalaureate degrees or higher from a regionally accredited institution of postsecondary education. (Reference: California Education Code Section 44453).
  - b. Supervision of Interns. In an Intern Credential program, the participating district shall provide supervision of all interns. Salary payments for supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than two interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated employee. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
  - c. Effectiveness of Intern. The Intern Credential program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. Both the district and the intern shall concur on the program plan. (Reference: California Education Code Section 44458).
  - d. Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: California Education Code Sections 44321 and 44452).

# Specific Preconditions Established by the Commission for Intern Credential Programs:

- A. For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing:
  - a. Non-Displacement of Certificated Employees. The institution and

participating districts must certify that interns do not displace certificated employees in participating districts.

b. Justification of Intern Credential Program. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.

District Initial here: \_\_\_\_\_ Date:

Read and agreed with Appendix D

# Appendix D

# School Counseling Clear PPS Credential Specific Fieldwork and Supervision Requirements for Practicum/Internship

# Please check the type(s) of placements offered in DISTRICT to which this Appendix will be applicable:



**Unpaid practicum/internship**: The student will not receive payment of any type during their fieldwork experience.

✓ Paid practicum/internship: The student will receive a payment by the DISTRICT via stipend, hourly or salary during their fieldwork experience.

### **Requirements:**

- A. The DISTRICT in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities.
- B. In no case shall any supervisor be assigned by the DISTRICT to provide concurrent supervision for more than two interns or students unless otherwise approved by the program director.
- C. The DISTRICT shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week. More supervision time may be needed, especially at the beginning of the fieldwork experience.
- D. The DISTRICT shall provide opportunities for students to gain a comprehensive range of experiences, including activities that align with the following state and program standards:

Commission on Teacher Credentialing School Counseling Performance Expectations (SCPEs):

- 1. Foundations of School Counseling Professional Standards
- 2. Professionalism, Ethics, and Legal Mandates
- 3. Student Academic Development
- 4. Student College and Career Development
- 5. Social/Emotional Development
- 6. Educational Foundations: Growth and Development, Learning Theory, Academic Achievement
- 7. Leadership and Advocacy in Social Justice, Equity, and Access
- 8. Program Development
- 9. Research, Program Evaluation, and Technology

- E. The DISTRICT shall provide opportunities for students to provide direct counseling services and work with PK-12 students and/or clients of diverse cultural backgrounds.
- F. The DISTRICT shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- G. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the DISTRICT as part of the professional staff and provided a supportive work environment including a private space in which to discuss confidential matters, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or videotaping of selected counseling activities by the student for purposes of supervision shall be allowed by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

District Initial here: <u>N/A</u> Date: \_\_\_\_\_ Read and agreed with Appendix E

# Appendix E

# School Counseling, Intern PPS Credential Agreement

# **Requirements and Limitations:**

- A. An Intern PPS Credential authorizes the same service at the same level as the Clear Credential with some exceptions. The Intern Credential is only valid in one school district or consortium. Intern Credentials are issued by the California Commission on Teacher Credentialing. Applicants for an Intern Credential must satisfy all applicable requirements as established by the Commission.
- B. For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a District Supervisor who provides general support at the cooperating school(s). Also, the Intern Credential authorization shall be issued initially for a two-year period and may be renewed by the Commission on Teacher Credentialing if in its judgment an applicant is unable to complete renewal requirements because of illness or other circumstances judged to be extenuating and not within the control of the applicant.
- C. The DISTRICT will assign a District Supervisor to the intern to provide support throughout the year. The District Supervisor will serve as an on-site guide, who observes the intern, and provides substantive feedback. Selected other conditions and guidelines appear in this Appendix.
- D. The DISTRICT acknowledges that each intern under this Intern Credential Agreement shall be a paid employee of the DISTRICT and thus covered under the District's insurance policies, including Workers' Compensation insurance and Professional Liability insurance, to the extent available to other similar employees. No intern shall be considered an employee or agent of the UNIVERSITY while performing services for the DISTRICT.
- E. This Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

# Conditions Established by State Law for Intern Credential Programs:

- A. For initial and continuing accreditation by the Committee on Accreditation of the Commission on Teacher Credentialing, participating districts and universities must adhere to the following requirements of state law and all other applicable requirements:
  - a. Bachelor's Degree Requirement. Candidates admitted to Intern Credential programs must hold baccalaureate degrees or higher from a regionally accredited institution of postsecondary education. (Reference: California Education Code Section 44453).
  - b. Supervision of Interns. In an Intern Credential program, the participating district shall provide supervision of all interns. Salary payments for

supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than two interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated employee. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.

- c. Effectiveness of Intern. The Intern Credential program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. Both the district and the intern shall concur on the program plan. (Reference: California Education Code Section 44458).
- d. Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: California Education Code Sections 44321 and 44452).

# Specific Preconditions Established by the Commission for Intern Credential Programs:

- A. For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing:
  - a. Non-Displacement of Certificated Employees. The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
  - b. Justification of Intern Credential Program. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.

## Appendix F

# School Psychology Clear PPS Credential Specific Fieldwork and Supervision **Requirements for Practicum/Internship**

# Please check the type(s) of placements offered in DISTRICT to which this Appendix will be applicable:



**Unpaid**: The student will not receive payment of any type during their fieldwork experience.



**Paid:** The student will receive a payment by the DISTRICT via stipend, hourly or salary during their fieldwork experience.

## **Requirements:**

- A. The DISTRICT in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years of experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities.
- B. In no case shall any supervisor be assigned by the DISTRICT to provide concurrent supervision for more than two interns or students.
- C. The DISTRICT shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the fieldwork experience, from a school psychologist with at least three years of professional experience.
- D. The DISTRICT shall provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data-Based Decision-Making
  - b. Consultation and Collaboration
  - c. Academic Interventions and Instructional Supports
  - d. Mental Health and Behavioral Health Services and Interventions
  - e. School-Wide Practices to Promote Learning
  - f. Services to Promote Safe and Supportive Schools
  - g. Family, School, and Community Collaboration
  - h. Equitable Practices for Diverse Student Populations
  - i. Research and Evidence-Based Practice
  - j. Legal, Ethical, and Professional Practice
- E. The DISTRICT shall provide experiences with a diverse student population.
- F. The DISTRICT shall provide experiences with a variety of educational programs
- G. The primary supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the

end of each university semester.

- H. The FIELDWORK SITE shall ensure that the student will be treated by the DISTRICT as part of the professional staff and provided a supportive work environment including a private space in which to discuss confidential matters, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- Audio and/or videotaping of selected psychology activities by the student for purposes of supervision shall be allowed by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

District Initial here: <u>N/A</u> Date: \_\_\_\_\_ Read and agreed with Appendix G

# Appendix G

# School Psychology, Intern PPS Credential Agreement

## **Requirements and Limitations:**

- A. An Intern PPS Credential authorizes the same service at the same level as the Clear Credential with some exceptions. The Intern Credential is only valid in one school district or consortium. Intern Credentials are issued by the California Commission on Teacher Credentialing. Applicants for an Intern Credential must satisfy all applicable requirements as established by the Commission.
- B. For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a District Supervisor who provides general support at the cooperating school(s). Also, the Intern Credential authorization shall be issued initially for a two-year period and may be renewed by the Commission on Teacher Credentialing if in its judgment an applicant is unable to complete renewal requirements because of illness or other circumstances judged to be extenuating and not within the control of the applicant.
- C. The DISTRICT will assign a District Supervisor to the intern to provide support throughout the year. The District Supervisor will serve as an on-site guide, who observes the intern, and provides substantive feedback. Selected other conditions and guidelines appear in this Appendix.
- D. The DISTRICT acknowledges that each intern under this Intern Credential Agreement shall be a paid employee of the DISTRICT and thus covered under the DISTRICT's insurance policies, including Workers' Compensation insurance and Professional Liability insurance, to the extent available to other similar employees. No intern shall be considered an employee or agent of the UNIVERSITY while performing services for the DISTRICT.
- E. This Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

## Conditions Established by State Law for Intern Credential Programs:

- A. For initial and continuing accreditation by the Committee on Accreditation of the Commission on Teacher Credentialing, participating districts and universities must adhere to the following requirements of state law and all other applicable requirements:
  - a. Bachelor's Degree Requirement. Candidates admitted to Intern Credential programs must hold baccalaureate degrees or higher from a regionally accredited institution of postsecondary education. (Reference: California Education Code Section 44453).
  - b. Supervision of Interns. In an Intern Credential program, the participating district shall provide supervision of all interns. Salary payments for

supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than two interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated employee. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.

- c. Effectiveness of Intern. The Intern Credential program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. Both the district and the intern shall concur on the program plan. (Reference: California Education Code Section 44458).
- d. Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: California Education Code Sections 44321 and 44452).

# Specific Preconditions Established by the Commission for Intern Credential Programs:

- A. For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing:
  - c. Non-Displacement of Certificated Employees. The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
  - d. Justification of Intern Credential Program. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.

## Appendix H

# Licensed Professional Clinical Counseling (LPCC) Agency Fieldwork and Supervision Requirements

Please check the type(s) of placements offered to which this Appendix will be applicable:



**Unpaid**: The student will not receive payment of any type during their fieldwork experience.



**Paid**: The student will receive payment by the DISTRICT via stipend, hourly or salary during their fieldwork experience.

### **Requirements:**

- A. The DISTRICT and/or FIELDWORK SITE shall ensure clinical counselor trainees are supervised on-site by a person with sufficient experience in counseling/clinical work (e.g., school psychologist, school counselor, social worker, therapist, etc.) who can provide weekly supervision and support on-site. The on-site supervisor must be approved by Chapman University faculty prior to collecting supervision hours. LPCC sites are required to provide supervision from an experienced site supervisor with at least two years of professional experience in mental health counseling.
- B. In no case shall the on-site supervisor provide concurrent supervision for more than two students.
- C. The DISTRICT and/or FIELDWORK SITE shall ensure that the clinical counselor trainee receives an average of at least one hour of individual supervision or two hours of group supervision for every five hours of direct counseling completed in each setting. For purposes of this subdivision, "one hour of direct supervisor contact" means one hour of face-to-face contact on an individual basis or two hours of face-to-face contact in a group of not more than eight persons in segments lasting no less than one continuous hour.
- D. The DISTRICT and/or FIELDWORK SITE will provide opportunities for students to gain a comprehensive range of experiences, including supervised experience counseling individuals, families, or groups in a setting that provides a range of professional counseling experiences. Experiences should include:
  - a. Application of therapeutic techniques
  - b. Assessment
  - c. Diagnosis
  - d. Prognosis
  - e. Treatment
  - f. Issues of development

- g. Adjustment and maladjustment
- h. Health and wellness promotion
- i. Other recognized counseling interventions
- E. The DISTRICT and/or FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The DISTRICT and/or FIELDWORK SITE shall ensure that the student will be treated by the agency as part of the professional staff and provided a supportive work environment, a private room for counseling, adequate supplies, counseling and test materials.
- G. Audio and/or videotaping of selected counseling activities by the student for purposes of supervision shall be allowed by the FIELDWORK SITE or UNIVERSITY, provided that all parties to be recorded have separately consented to such taping.

## Supervisor Remuneration:

Please check whether LPCC Supervisors in this DISTRCT shall be unpaid or paid for their services:

✓ Unpaid Supervisors: The Supervisor will not receive payment from the DISTRICT for their services. If the Unpaid box is checked, Section A (Supervisor Remuneration) below shall not apply.



**Paid Supervisors:** The Supervisor will receive payment from the DISTRICT for their services under the conditions outlined below. If the Paid box is checked, Section A (Supervisor Remuneration) below shall apply.

A. Supervisor Remuneration: Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the DISTRICT shall submit an invoice to the UNIVERSITY for payment at the rate provided below for all field experiences provided by the DISTRICT under and in accordance with this agreement during said session. This process may be altered according to individual districts' procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance. Payment will be paid directly to the school district unless previously agreed to in writing by both parties. Rates and payments due to LPCC Supervisors are agreed to as follows:

a.\_\_\_

b. Early termination of placement: In the event the placement of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason prior to the conclusion of the LPCC supervision assignment, the Supervisor's compensation will be prorated based on the number of hours of supervision provided prior to termination.

## CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

- **DATE:** May 7, 2024
- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:**Grace Park, Ed.D., Associate Superintendent, Curriculum,<br/>Instruction, Innovation, and Support<br/>Eric Dahlstrom, Ed.D., Director, Secondary Curriculum and<br/>Instruction<br/>Katrina Gomez, DSW, Director, Health Services/Child development<br/>Stephanie Johnson, Director, Student Support Services

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 revised to reflect Assembly Bill 714 which changes "students participating in a newcomer program" to "newcomer students" for purposes of exemptions from District-adopted requirements. Policy also updated to reflect Senate Bill (SB) 114 and SB 141 which revises the eligibility criteria for the exemption for foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student. Students qualified for this exemption shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

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:ED:KG:SJ: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)

DISTRICT STUDENTS SHALL COMPLETE GRADUATION COURSE REQUIREMENTS AS SPECIFIED IN EDUCATION CODE 51225.3. UNLESS EXEMPTED AS PROVIDED IN "EXEMPTIONS FROM DISTRICT-ADOPTED GRADUATION REQUIREMENTS," DISTRICT STUDENTS SHALL ALSO COMPLETE OTHER COURSE REQUIREMENTS ADOPTED BY THE BOARD. STUDENTS WHO ARE EXEMPTED FROM DISTRICT-ADOPTED GRADUATION REQUIREMENTS SHALL BE ELIGIBLE TO PARTICIPATE IN ANY GRADUATION CEREMONY AND SCHOOL ACTIVITY RELATED TO GRADUATION IN WHICH OTHER STUDENTS ARE ELIGIBLE TO PARTICIPATE.

#### 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 51225.3)
- 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 sSuccessful 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 REQUIREMENTS SHALL BE COUNTED TOWARD THE SATISFACTION OF ADDITIONAL GRADUATION REQUIREMENTS IN MATHEMATICS. (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)

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)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the 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)

BECAUSE THE PRESCRIBED COURSE OF STUDY MAY NOT ACCOMMODATE THE NEEDS OF SOME STUDENTS, THE BOARD SHALL PROVIDE ALTERNATIVE MEANS FOR THE COMPLETION OF PRESCRIBED COURSES IN ACCORDANCE WITH LAW.

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

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

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

Subject	Units per Subject	Total Units per Subject
English/Reading Mathematics:		40 units 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 *One VAPA course may be replaced with Career Technical Education		20 units*
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)

#### **Exemptions From District-Adopted Graduation Requirements**

In addition, a A foster youth, STUDENT EXPERIENCING homelessNESS 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 NEWCOMER 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 ADDITIONAL 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)

THE SUPERINTENDENT OR DESIGNEE SHALL NOT REQUIRE OR REQUEST THE FOSTER YOUTH, STUDENT EXPERIENCING HOMELESSNESS, FORMER JUVENILE COURT SCHOOL STUDENT, CHILD OF A MILITARY FAMILY, MIGRANT STUDENT, OR NEWCOMER STUDENT WHO IS EXEMPTED FROM DISTRICT-ESTABLISHED GRADUATION REQUIREMENTS AND WHO COMPLETES THE STATEWIDE COURSEWORK REQUIREMENTS BEFORE THE END OF THE FOURTH YEAR OF HIGH SCHOOL, AND WOULD OTHERWISE BE ENTITLED TO REMAIN IN SCHOOL, TO GRADUATE BEFORE THE END OF THE STUDENT'S FOURTH YEAR OF HIGH SCHOOL. (Education Code 51225.1)

IF THE FOSTER YOUTH, STUDENT EXPERIENCING HOMELESSNESS, FORMER JUVENILE COURT SCHOOL STUDENT, CHILD OF A MILITARY FAMILY, MIGRANT STUDENT, OR NEWCOMER STUDENT WAS NOT PROPERLY NOTIFIED OF AN EXEMPTION, DECLINED THE EXEMPTION, OR WAS NOT PREVIOUSLY EXEMPTED, THE STUDENT OR THE STUDENT'S EDUCATIONAL RIGHTS HOLDER MAY REQUEST THE EXEMPTION AND THE SUPERINTENDENT OR DESIGNEE SHALL EXEMPT THE STUDENT WITHIN 30 DAYS OF THE REQUEST. ANY SUCH STUDENT WHO AT ONE TIME QUALIFIED FOR THE EXEMPTION MAY REQUEST THE EXEMPTION EVEN IF THE STUDENT IS NO LONGER ELIGIBLE. (Education Code 51225.1)

Prior to the beginning of grade 10, the Individualized Education Program (IEP) team for each ADDITIONALLY, A student with disabilities shall determine whether the student is BE eligible for AN 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 INDIVIDUALIZED EDUCATION PROGRAM (IEP) provides for both of the following requirements: (Education Code 51225.31)

- 1. That the student IS ELIGIBLE TO 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

#### **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)

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.

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 220 Prohibition of discrimination 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 51225.1 Exemption from district graduation requirements 51225.2 Course credits 51225.3 High school graduation 51225.31 Graduation exemption for students with disabilities 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 51225.9 Courses of study, grades 7 to 12; career technical education 51228 Graduation requirements 51230 Credit for community emergency response training 51240-51246 Exemptions from requirements 51250-51251 Assistance to military dependents 51410-51413 Diplomas 51420-51427 High school equivalency certificates 51430 Retroactive high school diplomas

51440 Retroactive high school diplomas 51450-51455 Golden State Seal Merit Diploma 51744-51749.6 Independent study 56390-56392 Recognition for educational achievement, special education 60640 California Assessment of Student Performance and Progress 66204 Certification of high school courses as meeting university admissions criteria 67386 Student safety; affirmative consent standard <u>CODE OF REGULATIONS, TITLE 5</u> 1600-1651 Graduation of students from grade 12 and credit toward graduation 4600-4670 Uniform complaint procedures <u>COURT DECISIONS</u> O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

#### Management Resources:

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

#### **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: January 19, 2023 **REVISED:** 

## CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** March 7, 2024

- **TO:** Members, Board of Education
- **FROM:** Norm Enfield, Ed.D., Superintendent
- **PREPARED BY:** Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support Eric Dahlstrom, Ed.D., Director, Secondary Curriculum and Instruction Willa McReynolds, Director, Special Education

SUBJECT: REVISION OF BOARD POLICY 6146.4 INSTRUCTION – DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES

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## BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 6146.14 Instruction – Differential Graduation and Competency Standards for Students with Disabilities is being updated to reflect Senate Bill (SB) 114 and SB 141 which (1) specifies that the exemption for a student with a disability from all coursework and other requirements adopted by the Board that are in addition to statewide course requirements applies to a student with a disability who entered grade 9 in the 2022/2023 school year, (2) revises the eligibility criteria for the exemption, and (3) provides that participation in graduation activities by a student with a disability who is exempted from District-adopted graduation requirements that in addition to the statewide course requirements may not be construed as a termination of the District's responsibility to provide a free appropriate public education unless the student's individualized education program team has determined that the student has completed the high school experience.

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 6146.4 Instruction – Differential Graduation and Competency Standards for Students with Disabilities.

#### FISCAL IMPACT

None.

## Instruction

## Differential Graduation and Competency Standards for Students with Disabilities

The Board of Education recognizes that students with disabilities are entitled to a course of study that provides them with a Free Appropriate Public Education (FAPE) and that modifications to the District's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's Individualized Education Program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

## EXEMPTION FROM DISTRICT-ESTABLISHED GRADUATION REQUIREMENTS

DISTRICT STUDENTS SHALL COMPLETE ALL COURSE REQUIREMENTS FOR HIGH SCHOOL GRADUATION AS SPECIFIED IN BOARD POLICY 6146.1 - HIGH SCHOOL GRADUATION REQUIREMENTS. HOWEVER, A STUDENT WITH A DISABILITY THAT ENTERED THE NINTH GRADE IN THE 2022/2023 SCHOOL YEAR AND LATER MAY BE EXEMPTED FROM ALL COURSEWORK AND OTHER REQUIREMENTS ADOPTED BY THE BOARD THAT ARE IN ADDITION TO THE STATEWIDE COURSE REQUIREMENTS FOR HIGH SCHOOL GRADUATION IF THE STUDENT'S IEP PROVIDES FOR BOTH OF THE FOLLOWING REQUIREMENTS: (Education Code 51225.31).

- 1. THAT THE STUDENT IS ELIGIBLE TO TAKE THE ALTERNATE ASSESSMENT 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

ANY SUCH EXEMPTED STUDENT SHALL RECEIVE A DIPLOMA AND BE ELIGIBLE TO PARTICIPATE IN ANY GRADUATION CEREMONY AND SCHOOL ACTIVITY RELATED TO GRADUATION IN WHICH A STUDENT OF SIMILAR AGE WITHOUT A DISABILITY WOULD BE ELIGIBLE TO PARTICIPATE. (Education Code 51225.31)

THE DISTRICT'S RESPONSIBILITY TO PROVIDE FAPE SHALL NOT TERMINATE WHEN A STUDENT WITH A DISABILITY WHO IS EXEMPTED FROM DISTRICT-ADOPTED GRADUATION REQUIREMENTS PARTICIPATES IN GRADUATION

# **Differential Graduation and Competency Standards for Students with Disabilities** (cont.)

ACTIVITIES UNLESS THE STUDENT'S IEP TEAM, WHICH INCLUDES THE PARENT/GUARDIAN AND STUDENT, HAS DETERMINED THAT THE STUDENT HAS COMPLETED THE HIGH SCHOOL EXPERIENCE. (Education Code 51225.31)

## Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with A disabilitiesY may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

- 1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in his/her THE STUDENT'S IEP
- 2. Satisfactorily met his/her THE STUDENT'S IEP goals and objectives during high school as determined by the IEP team
- 3. Satisfactorily attended high school, participated in the instruction as prescribed in his/her THE STUDENT'S IEP, and met the objectives of the statement of transition services
- (cf. 6146.1 High School Graduation Requirements)

A STUDENT WITH A DISABILITY WHO MEETS ANY OF THE CRITERIA SPECIFIED ABOVE SHALL BE ELIGIBLE TO PARTICIPATE IN ANY GRADUATION CEREMONY AND ANY SCHOOL ACTIVITY RELATED TO GRADUATION IN WHICH A GRADUATING STUDENT OF SIMILAR AGE WITHOUT DISABILITIES WOULD BE ELIGIBLE TO PARTICIPATE. (Education Code 56391)

Legal Reference: <u>EDUCATION CODE</u> 51225.31 Graduation exemption for students with disabilities 56341 Individualized education program team 56345 IEP contents 56390-56392 Recognition for education achievement, special education 60900.2 Students with Disabilities Graduation Reporting <u>CODE OF REGULATIONS, TITLE 5</u> 3070 Graduation <u>UNITED STATES CODE, TITLE 20</u> 1400-1482 Individuals with Disabilities Education Act <u>CODE OF FEDERAL REGULATIONS, TITLE 34</u> 300.1-300.818 Individuals with Disabilities Education Act, especially: 300.320 Definition of IEP

# **Differential Graduation and Competency Standards for Students with Disabilities** (cont.)

Management Resources: <u>WEBSITES</u> California School Board Association and County Office of Education Legal Services: www.legalservices.csba.org California Department of Education: www.cde.ca.gov U.S. Department of Education, Office of Special Education and Rehabilitative Services: www.ed.gov/about/offices/list/osers

## **Chino Valley Unified School District**

Policy adopted: August 21, 1997 Revised: February 18, 2010 REVISED: