

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

March 21, 2024

BOARD OF EDUCATION

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

Chloe Kubeldis, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room, 5130 Riverside Drive, CA 91710
4:50 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
March 21, 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 is live streamed on the District's YouTube channel at https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:50 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference With 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) (5 minutes)
- c. Student Discipline Matters (Education Code 35146, 48918 (c) & (i)): Expulsion Cases 23/24-63 and 23/24-65. (20 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 Discipline Dismissal Release (Government Code 54957): (10 minutes)
- f. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. PRESENTATION

1. Baldy View Regional Occupational Program

Proceedings of this meeting are recorded.

I.D. RECOGNITION

1. California Association of Directors of Activities Award Recipients:
Celia Collins and Valerie Vera-Mineer

I.E. STAFF REPORT

1. Local Control and Accountability Plan: State Priority 7

I.F. COMMENTS FROM STUDENT REPRESENTATIVE**I.G. COMMENTS FROM EMPLOYEE REPRESENTATIVES****I.H. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA****I.I. CHANGES AND DELETIONS****II. ACTION****II.A. BUSINESS SERVICES****II.A.1. 2023/2024 Second Interim Financial Report**

Page 7

Recommend the Board of Education approve the 2023/2024 Second Interim Financial Report and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

III. CONSENT

Motion ____ Second ____

Preferential Vote: ____

Vote: Yes ____ No ____

III.A. ADMINISTRATION**III.A.1. Minutes of the March 7, 2024 Regular Meeting**

Page 8

Recommend the Board of Education approve the minutes of the March 7, 2024 regular meeting.

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

Page 16

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

III.B.2. Fundraising Activities

Page 17

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

III.B.3. Donations

Page 20

Recommend the Board of Education accept the donations.

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

III.C.1. Student Expulsion Cases

Page 22

Recommend the Board of Education approve student expulsion cases 23/24-63 and 23/24-65.

III.C.2. School Sponsored Trips

Page 23

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

III.C.3. Revision of Board Policy 6146.1 Instruction—High School Graduation Requirements

Page 25

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

III.C.4. Revision of Board Policy 6146.4 Instruction—Differential Graduation and Competency Standards for Students with Disabilities

Page 34

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

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 38

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

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

Page 39

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

III.D.3. Surplus/Obsolete Property

Page 42

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 45

Recommended the Board of Education approve the Change Orders and Notices of Completion for CUPCCAA Projects.

III.D.5. **Resolution 2023/2024-41, Authorization to Utilize a Piggyback Contract**
Page 47 Recommended the Board of Education adopt Resolution 2023/2024-41, Authorization to Utilize Piggyback Contract.

III.D.6. **Change Order and Notice of Completion for Bid No. 22-23-01F, Ayala HS - Alterations Phase 4 Bldgs. A, G, J, BP 10-01**
Page 51 Recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-01F, Ayala HS – Alterations Phase 4 Bldgs. A, G, J, BP 10-01.

III.D.7. **Subcontractor Substitution for Bid No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Room Modernization, Bid Package #12 HVAC**
Page 57 Recommended the Board of Education approve the subcontractor substitution for Bid. No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Room Modernization, Bid Package #12 HVAC.

III.D.8. **Request for Proposals 23-24-11 Secondary School Photography and Yearbook Services**
Page 58 Recommended the Board of Education award Request for Proposals 23-24-11 Secondary School Photography and Yearbook Services as follows: Shutterfly Lifetouch, LLC, Hercules Achievement, LLC dba Varsity Yearbook, Jostens Inc./JostensPIX, School Portraits by Adams Photography, Inc., and Walsworth Publishing Company.

III.E. HUMAN RESOURCES

III.E.1. **Certificated/Classified Personnel Items**
Page 60 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. **Field Placement Affiliation Agreement with Grand Canyon University and University of Oregon**
Page 66 Recommended the Board of Education approve the Field Placement Affiliation Agreement with Grand Canyon University and University of Oregon.

IV.	INFORMATION
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IV.A. FACILITIES, PLANNING, AND OPERATIONS

IV.A.1. **2022/2023 Transportation Plan**
Page 81 Recommended the Board of Education receive for information the 2022/2023 Transportation Plan.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: March 15, 2024

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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 SECOND INTERIM FINANCIAL REPORT

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BACKGROUND

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

The Second Interim Financial Report (submitted under separate cover) presents actual data as of January 31, 2024. This report must be approved and certified as positive, qualified, or negative by the Board of Education and submitted to the County Superintendent of Schools. The three certifications are defined as follows:

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the 2023/2024 Second Interim Financial Report and authorize the President of the Board of Education and the Superintendent to sign the positive Certification of Financial Condition for the current and two subsequent fiscal years.

FISCAL IMPACT

Financial information presented for this Second Interim Report reflects a balanced budget for fiscal years 2023/2024, 2024/2025, and 2025/2026.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
March 7, 2024

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:30 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, March 7, 2024, at 4:30 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, Associate Superintendent, Human Resources

Hilda Flores, Ed.D. Assistant Superintendent, CIIS

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 4:30 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: deputy superintendent and assistant superintendent CIIS; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President 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 4:30 p.m. to 5:19 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: deputy superintendent and assistant superintendent CIIS; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. By a unanimous vote of 5-0, with Bridge, Cruz, Monroe, Na, and Shaw voting yes, took the following action: appointed Dr. Tracy Freed as Assistant Superintendent, CIIS, effective July 1, 2024; appointed Dr. Grace Park as Deputy Superintendent effective July 1, 2024; and issued a notice of release to a certificated employee identified by number 29148.

2. Pledge of Allegiance
Led by Nick Wilson.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Chloe Kubeldis, student representative, shared information regarding high school activities; emphasized the importance of community involvement and encouraged attendance at school performances; highlighted the dedication of teachers and thanked them for providing positive and encouraging environments for all students; and hopes for a positive conclusion to bargaining.

President Shaw called a recess from 6:08 p.m. to 6:13 p.m. due to audience disruption.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Steven Frazer, A.C.T. Organizing Chair, expressed thanks for support and solidarity from Chino educators; expressed frustration with the District's lack of response to bargaining proposals; said the scheduled April 16 session with the state mediator is an opportunity to settle the contract; said the Association does not want a strike; and said collaboration is needed to do what is best for all students.

Emily Lao, CHAMP President, congratulated staff at Woodcrest JHS for being recognized as a California Distinguished School; and congratulated Dr. Freed and Dr. Park on their promotions.

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

The following individuals addressed the Board: Bobby Omari regarding artificial intelligence; Eric Shamp regarding Board governance; Sarah Palmer regarding teacher retention; Darlene regarding teacher vacancies; Jessica Enos teacher pay and parent notification; J.C. Carrillo regarding behaving inappropriately; Oscar Avila teachers and their union; Manuk Grigoryan regarding teacher pay and protectkids.ca; Michaela Estrada regarding special education; Glory Ciccarelli regarding Black History Month; Daniel Spellman regarding VAPA and teacher wages; Robert Davis regarding Ayala choir;

Nick Wilson regarding divisive behavior; and in support of teachers: Sara Omari; Jacqueline Cortes; Marisol DiPaolo; Modell McEntire; Elder Clashey; Kristi Hirst; Christy K.; Jennifer Puente; Rachel Welchez; Max Ibarra; Victoria Garibay; Sarah Solis-Miller; Deanna Doezie; Naomi Minogue; Scott Carter; Alejandra Ortiz; Nicole H; Marie G; Margaret Colwell; Betty Rose; and Hatim.

I.F. CHANGES AND DELETIONS

The following change was read into the record: III.E.1., Certificated/Classified Personnel Items was yellow-sheeted.

II. ACTION

II.A. ADMINISTRATION

II.A.1. New Board Policy and Administrative Regulation 5010—Notification

John Cervantes, Oscar Avila, Nichole Vicario, Eva Harrison, Shan K, Heather P, and Nick Wilson addressed the Board in favor; Amanda Swager, Kristi Hirst, Glory Ciccarelli, Jacqueline Cortes, Trisha Keeling, Max Ibarra, Katherine Gardner, Kaman Durham, Constance B, Lisa G, Joel Gemino, Chris Riddle, Sydney Burr, and Blue Levato addressed the Board opposed. Moved (Na) seconded (Cruz) motion carried (4-1, Bridge voted no) to approve new Board Policy and Administrative Regulation 5010—Notification. Student representative voted no.

II.B. HUMAN RESOURCES

II.B.1. Resolution 2023/2024-42, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298

Moved (Na) seconded (Monroe) carried unanimously (5-0) to adopt Resolution 2023/2024-42, Notice of Layoff of Certain Classified Staff Pursuant to Education Code 45117 and 45298. Student representative voted yes.

III. CONSENT

Caity Martinez addressed the Board on Item III.A.2. Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the consent items, as amended.

III.A. ADMINISTRATION

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

Approved the minutes of the February 15, 2024 regular meeting.

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

Deleted Board Policy 5020.1—Parental Notification.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. 2023/2024 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2023/2024 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. Legal Services

Approved payment for legal services to the law 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

Approved student expulsion cases 23/24-57 and 23/24-62.

III.C.2. School Sponsored Trips

Approved/ratified 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 2024/2025 and 2025/2026 School Years

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

III.C.4. Textbook Adoption for Advanced Placement Courses

Adopted 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

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

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

Approved the Change Orders and Notices of Completion for CUPCCAA Projects.

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

Awarded 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, Chino Hills HS, and Don Lugo HS Football Scoreboard Replacement Project

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.

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

Awarded 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—New Construction, to Include Capital Facilities Fund 25 and ELOP Fund 01

Approved 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. 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

Adopted 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. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items, as amended.

III.E.2. Revision to the Job Description for Director of Maintenance, Operations, and Construction

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

III.E.3. Rejection of Claims

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

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

Approved 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 Graduation Requirements

Received 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 Graduation and Competency Standards for Students with Disabilities

Received 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

Don Bridge said he attended the Baldy View ROP open house on February 23 in Ontario; participated in Read Across America; spoke about negotiations and the effects of bargaining updates in this process; and spoke about his not supporting the new notification policy.

James Na spoke about teachers showing up for the meeting regarding negotiations; attended the Stepping Up Program and said Mrs. Shaw was the keynote speaker; and spoke about respect.

Jon Monroe said he was able to visit some freshman nights at high schools; said he met with several parents and teachers for candid discussions; said he was frustrated at what happened at the meeting regarding the lack of respectfulness; spoke about the negative effect of spreading rumors related to negotiations; spoke about being paid enough while being fiscally responsible; thanked Cabinet for their hard work and professionalism; spoke about his experience as a teacher; spoke about putting in extra time; and asked for restraint and respect as the District goes forward and to bargain in that manner.

Andrew Cruz read a piece published in PACE (Policy Analysis for California Education) mentioning the Chino Valley Unified School District; said that a settlement can be reached before the session with the state mediator; announced the Fish and Wildlife Festival event scheduled for June 8 at Prado Regional Park; said the Art Festival was spectacular; and spoke about his daughter's participation at the Chino Hills Jazz team.

Superintendent Enfield thanked Mr. Monroe for his comments regarding the District; spoke about Woodcrest JHS receiving California Distinguished School status; spoke about the teaching work that is evident in our District classrooms; and expressed a desire for negotiations to be resolved in the near future, and is confident that it will happen before meeting with the state mediator.

President Shaw thanked Cabinet for the work they do for the District; said that notification does affect academics; spoke about what she is learning about negotiations; spoke about equity in Sacramento's funding models; spoke about California's salary increase ranges; spoke about PERB violations; shared personal reasons for wanting to become a mother, including her own difficult childhood, and desire to provide a better life for her children; said that being college bound is not in everyone's future; spoke about events she has attended and in which she participated; congratulated Dr. Freed; expressed gratitude for dedicated teachers and acknowledged the importance of education; spoke about recall efforts against her; and said she would attend signature gathering events so that she can represent herself.

VI. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 8:32 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 21, 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

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BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$9,531,036.85 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: March 21, 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

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 21, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cattle ES</u>		
PFA	99 Pledges/Color Run	3/22/24 - 5/25/24
PFA	BOGO Scholastic Book Fair	4/29/24 - 5/25/24
<u>Hidden Trails ES</u>		
PTA	Thinknlocal	4/1/24 - 4/30/24
PTA	Book Fair	4/29/24 - 5/3/24
<u>Oak Ridge ES</u>		
PTA	See's Candies	3/21/24 - 4/30/24
PTA	Thinknlocal	4/1/24 - 5/1/24
<u>Rhodes ES</u>		
PEP Club	Angels Baseball	4/1/24 - 6/30/24
<u>Canyon Hills JHS</u>		
PTSA	Commencement Online Sales	3/22/24 - 5/23/24
<u>Magnolia JHS</u>		
ASB - General	Yoba Boba	4/17/24
<u>Townsend JHS</u>		
PTSA	Clothing Drive	4/13/24
<u>Ayala HS</u>		
ASB - FBLA	Krispy Kreme Doughnuts	3/22/24 - 4/10/24
Grad Night Boosters	Active Socks	3/22/24 - 4/26/24
ASB - Polynesian Club	Ribbon & Kukui Nut Leis	3/22/24 - 5/21/24
Band & Color Guard Boosters	The Stand Dine Outs	3/22/24 - 6/1/24
Football Boosters	Meat Raffle	3/22/24 - 6/24/24
ASB - Psychology Club	The Stand Dine Out	3/26/24
ASB - Debate	Elementary Debate	4/5/24
Football Club	Yogurtland Dine to Donate	4/8/24
ASB - AVID	Chipotle Dine Out	4/10/24
ASB - Boys' Basketball	Spring Basketball Clinics	4/12/24 - 5/10/24

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 21, 2024

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS (cont.)</u>		
Football Boosters	7 Leaves Café	5/6/24
Football Boosters	Golf Tournament	6/24/24
<u>Chino HS</u>		
ASB - Track & Field	Concessions	3/21/24 - 4/25/24
Sports Boosters - Flag Football	Snap! Raise	3/22/24 - 4/8/24
<u>Chino Hills HS</u>		
ASB - Priceless Opportunities	7 Leaves Café	3/22/24
ASB - Girls' Flag Football	Spirit Pack	3/29/24 - 5/30/24
ASB - Theatre	Applebee's Flapjack	3/30/24
<u>Don Lugo HS</u>		
Sports Boosters - Baseball	World's Finest Chocolate	3/22/24 - 4/10/24
ASB - Theatre	Little Mermaid Tickets & Concession	5/9/24 - 5/11/24

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DATE: March 21, 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

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
March 21, 2024

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Office of Assessment & Instructional Technology</u>		
Pear Deck/Edulastic/GoGuardian	Swag & Amazon Gift Card	\$50.00
Schools First Credit Union	6 Gift Baskets	\$175.00
Raising Cane's	Gift Cards	\$50.00
<u>Chaparral ES</u>		
PTO	Cash	\$290.00
<u>Woodcrest JHS</u>		
Enclos Corp.	8 Leather Office Chairs	\$1,600.00
<u>Chino HS</u>		
Lydia Dierra	Club Meals	\$150.00
<u>Don Lugo HS</u>		
Ronald & Carmen Sinsabaugh	Cash	\$100.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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 23/24-63 AND 23/24-65

=====

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 23/24-63 and 23/24-65.

FISCAL IMPACT

None.

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

DATE: March 21, 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: Ayala HS Event: Choir Tour Place: Nashville, TN; Memphis, TN Chaperone: 67 students/8 chaperones	March 22-26, 2024	Cost: \$2,100.00 per student Funding Source: Fundraising
Site: Ayala HS Event: Choir Carnegie Hall Place: New York, NY Chaperone: 26 students/5 chaperones	April 3-7, 2024	Cost: \$1,500.00 per student Funding Source: Fundraising

Site: Ayala HS Event: Future Business Leaders of America Leadership Conference Place: Anaheim, CA Chaperone: 30 students/3 chaperones	April 11-14, 2024	Cost: \$500.00 per student Funding Source: Fundraising
Site: Ayala HS Event: Ojai Tournament Place: Ventura, CA Chaperone: 3 students/1 chaperones	April 24-25, 2024	Cost: \$60.00 per student Funding Source: Athletics
Site: Chino HS Event: Family, Career, Community Leaders of America State Leadership Conference Place: Riverside, CA Chaperone: 12 students/2 chaperones	April 27-30, 2024	Cost: \$300.00 per student Funding Source: Perkins grant and parents
Site: Don Lugo HS Event: Clovia Future Farmers of America Field Day Place: Fresno, CA Chaperone: 18 students/3 chaperones	April 5-6, 2024	Cost: \$50.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: Fresno State Field Day Place: Fresno, CA Chaperone: 18 students/1 chaperones	April 19-20, 2024	Cost: \$50.00 per student Funding Source: Fundraising
Site: Don Lugo HS Event: State Future Farmers of America Finals Place: San Luis Obispo, CA Chaperone: 12 students/3 chaperones	May 3-5, 2024	Cost: \$100.00 per student Funding Source: Fundraising

FISCAL IMPACT

None.

NE:HF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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
Katrina Gomez, DSW, Director, Health Services/Child development
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. This item was presented to the Board on March 7, 2024, as information.

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:GP: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~~ Successful completion of an approved computer science course that is classified as a "category c" course based on the University of California (UC) and California State University (CSU) "a-g" ~~course requirements for college~~ admission REQUIREMENTS SHALL BE COUNTED TOWARD THE SATISFACTION OF ADDITIONAL GRADUATION REQUIREMENTS IN MATHEMATICS. (Education Code 5122.3, 51225.35)

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

(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.

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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

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

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

Subject	Units per Subject	Total Units per Subject
English/Reading		40 units
Mathematics:		30 units
Algebra I/Integrated Math I (if taken at the high school level)	10 units	
Other higher level math	20 units	
Physical Education		20 units
Visual and Performing Arts (VAPA)/World Language		20 units*
*One VAPA course may be replaced with Career Technical Education		
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.

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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)

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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.

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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

HIGH SCHOOL GRADUATION REQUIREMENTS (cont.)

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

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation

4600-4670 Uniform complaint procedures

COURT DECISIONS

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

Management Resources:

WEBSITES

California School Boards Association: www.csba.org

California Department of Education, High School: www.cde.ca.gov/ci/gs/hs

University of California, List of Approved a-g Courses:

www.universityofcalifornia.edu/admissions/freshman/requirements

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 21, 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**

=====

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. This item was presented to the Board on March 7, 2024, as information.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Board Policy 6146.4 Instruction – Differential Graduation and Competency Standards for Students with Disabilities.

FISCAL IMPACT

None.

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:

EDUCATION CODE

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

CODE OF REGULATIONS, TITLE 5

3070 Graduation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

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:

WEBSITES

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:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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

\$4,448,234.25 to all District funding sources.

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 21, 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.

NE:GJS:KC:cb

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-152 Marco Learning, Inc. To provide AP online grading, student FRQ assignments. Submitted by: Chino Hills HS Duration of Agreement: January 1, 2024 - May 31, 2024	Contract amount: \$6,398.00 Funding source: ESSER
CIIS-2324-153 Little Bee Speech Co. To provide software licenses/apps. Submitted by: Special Education Duration of Agreement: February 5, 2024 - February 5, 2025	Contract amount: \$839.93 Funding source: LEA
CIIS-2324-154 Everyday Speech, LLC. To provide software licenses. Submitted by: Special Education Duration of Agreement: February 5, 2024 - February 5, 2025	Contract amount: \$3,038.89 Funding source: LEA
CIIS-2324-155 International Academy of Science dba Acellus Educational Services, LLC. To provide site licenses and training. Submitted by: Buena Vista HS Duration of Agreement: July 1, 2023 - July 31, 2024	Contract amount: \$8,300.00 Funding source: Title 1
CIIS-2324-156 Renaissance Learning, Inc. To provide Software licenses for students and Assessment. Submitted by: Assessment & Instructional Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: Per Rate Sheet Funding source: General Fund
CIIS-2324-157 Solution Tree, Inc. To provide professional development on the topic of PLC at work presented by speaker Mike Mattos. Submitted by: Curriculum, Instruction, Innovation, & Support Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$9,200.00 Funding source: Title II

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2324-051 Transfinder Corporation. To provide annual support, cloud hosting, and upgrade of Transfinder for bus routing and billing. Submitted by: Transportation Duration of Agreement: February 28, 2024 - February 27, 2025	Contract amount: \$13,450.00 Funding source: General Fund
F-2324-052 City of Chino. To provide Facilities Use Agreement for High 5 Program at Howard Cattle ES and Newman ES. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 8, 2023 - August 8, 2025	Contract amount: None Funding source: None

HUMAN RESOURCES	FISCAL IMPACT
HR-2324-027 Shaw HR Consulting, Inc. To provide FEHA/ADA disability interactive process coordination and facilitation. Submitted by: Human Resources Duration of Agreement: February 1, 2024 - June 30, 2025	Contract amount: Per Rate Sheet Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2324-090 Booster Enterprises, Inc. To provide jog-a-thon organizer/host. Submitted by: Briggs K-8 Duration of Agreement: August 7, 2023 - June 30, 2025	Contract amount: \$2,000.00. Funding source: ASB/USB/PFA/PTA/PEP/Boosters
MC-2324-091 Chino Hills Pizza Co. To provide catering services. Submitted by: Rolling Ridge ES Duration of Agreement: March 22, 2024 - June 30, 2027	Contract amount: Per Quote Funding source: Various
MC-2324-092 Sabrina Gonzalez dba Shine Bright Photo Booth, LLC. To provide photo booth services. Submitted by: Rhodes ES Duration of Agreement: March 1, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various
MC-2324-093 Madrigals Restaurant Inc.. To provide catering services. Submitted by: Cal Aero K-8 Duration of Agreement: February 23, 2024 - June 30, 2027	Contract amount: Per Rate Sheet Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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.

NE:GJS:KC:cb



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 Kathy_Casino@chino.k12.ca.us. 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	Health Services	Date Submitted:	3/1/2024
Site Contact & Extension	Norma Arechiga x8935		

Adobe E-signature is acceptable

Department Head/Principal Approval:	Dr. Katrina Gomez Director, Health Services/Child Development	KH
Technology Review:		

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Office Furniture	1 Bookshelf: No Model #	No Serial #	No Asset Tag	<input type="checkbox"/>
Office Furniture	1 Office Desk: No Model #	No Serial #	No Asset Tag	<input type="checkbox"/>
Office Furniture	1 Office Desk: No Model #	No Serial #	No Asset Tag	<input type="checkbox"/>
Office Furniture	1 Office Chair: No Model #	No Serial #	No Asset Tag	<input type="checkbox"/>
Office Furniture	1 Office Chair: No Model #	No Serial #	No Asset Tag	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition

Rev. 6/26/2023

Submit the completed form via email to Kathy_Casino@chino.k12.ca.us, Purchasing Department.

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working or non-working condition. When the form has been completed and signed, KEEP A COPY and forward the approved form to Kathy_Casino@chino.k12.ca.us. 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.

Site Contact	Marco Da Rocha	Date Submitted:	2/28/2024
Phone	909-628-1202 ext-1468	Board Approval	

Items over \$500 and purchased with Program Improvement Funds should be marked with an asterisk (*).

PLEASE TYPE

[illegible]

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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
CC2024-16	Ayala HS Gym Wall Pad Replacement	BSN Sports, LLC	\$15,659.84	N/A	\$15,659.84	01	January 30, 2024
CC2024-66	Dickson ES Campus Wide Plaster Repair	Neway Plastering	\$55,000.00	N/A	\$55,000.00	01	February 10, 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

\$70,659.84 to General Fund 01

NE:GJS:MS:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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: RESOLUTION 2023/2024-41, AUTHORIZATION TO UTILIZE A
PIGGYBACK CONTRACT**

=====

BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$114,500.00 to the lowest responsible bidder.

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

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

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

Resolution	Contract	Contractor(s)	Description	Term
2023/2024-41	The California Department of Technology #C4-CVD-19-001-03	Verizon Wireless	Wireless Service Plans	5/23/19 - 6/30/2025

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2023/2024-41, Authorization to Utilize Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:KC:cb

Chino Valley Unified School District
Resolution 2023/2024-41
Authorization to Utilize The California Department of Technology Contract
#C4-CVD-19-001-03 to Utilize Verizon Wireless Service Plans
Through the Piggyback Contract

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to utilize service plans for the District; and

WHEREAS, The California Department of Technology currently has a piggyback contract, C4-CVD-19-001-03, in accordance with Public Contract Code 20118 with Verizon Wireless, that contains the materials, supplies, equipment and/or other personal property the District currently requires; and

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

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

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase to utilize Verizon Wireless Service Plans through the piggyback contract procured by The California Department of Technology Contract C4-CVD-19-001-03.

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

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

Section 2. Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase to utilize Verizon Wireless Service Plans through the piggyback contract procured by The California Department of Technology Contract C4-CVD-19-001-03 is in the best interest of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of utilizing Verizon Wireless Service Plans in accordance with Public Contract Code 20118 through the piggyback contract originally procured by The California Department of Technology Contract C4-CVD-19-001-03.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and

deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of May 23, 2019, for the term ending June 30, 2025.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of March 2024 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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 AND NOTICE OF COMPLETION FOR
BID NO. 22-23-01F, AYALA HS - ALTERATIONS PHASE 4 BLDGS. A,
G, J, BP 10-01**

=====

BACKGROUND

On July 21, 2022, the Board of Education awarded Bid No. 22-23-01F, Ayala HS- Alterations Phase 4 Bldgs. A, G, J, BP 10-01, to Bogh Engineering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bogh Engineering, Inc.	(\$238,652.00)
Bid Amount:		\$2,470,000.00
Revised Total Project Amount:		\$2,231,348.00
Retention Amount:		\$111,567.40

The change order resulted in a net decrease of \$238,652.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 11, 2023.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Bob Lavey, PBK Architects; Hung Truong, CW Driver Construction Manager; John Michael, DSA Inspector of Record; Sam Sousa, Construction Coordinator; Beverly Beemer, Director, Planning; and Gregory Stachura, Assistant Superintendent, Facilities, Planning and Operations.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid No. 22-23-01F, Ayala HS – Alterations Phase 4 Bldgs. A, G, J, BP 10-01.

FISCAL IMPACT

(\$238,652.00) to Measure G Fund 21.

NE:GJS:cb



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

NOTIFICATION OF PROJECT COMPLETION

Purchase Order # 231603

BID/RFP # 22-23-01F

CUPCCAA# N/A

CUPCCAA BID # N/A

AMOUNT

BID AMOUNT	\$2,470,000.00
CHANGE ORDER #:	\$-238,652.00
TOTAL:	\$2,231,348.00

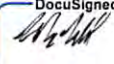
PROJECT DESCRIPTION Ayala High School – Alteration Phase 4 Bldgs. A, G, J

This is to verify that work has been completed at: Ayala High School
14255 Peyton Dr, Chino Hills, CA 91709
Site(s)

by Bogh Engineering Inc. (BP 10-01 Misc. Specialties) on 12/11/2023

and the Notice of Completion can now be submitted to the Board of Education for approval.

John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

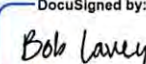
DocuSigned by:

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Signature

02/29/2024 | 14:40 PST

Date

Bob Lavey
PBK WLC Architects
Architect / Engineer (if applicable)

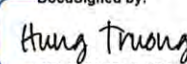
DocuSigned by:

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Signature

03/01/2024 | 10:03 PST

Date

Hung Truong
CW Driver
Construction/Sr. Project Manager

DocuSigned by:

DB919CAC3A0446B...

Signature

02/29/2024 | 14:52 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager

Signature

Date

Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer
Director, Planning (if applicable)

Signature

Date

Greg Stachura
Owner (Authorized Agent)

Signature

Date

Beverly

3/1/24

[Signature]

3/1/24



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

CHANGE ORDER

Date: 02/29/2024 BID/ CUPCCAA #: 22-23-01F Change Order #: 001
 Project Title: Ayala High School Phase 4 – Alterations
 Owner: Chino Valley Unified School District DSA Application #: A04-120790 DSA File #: 36-H3
 Architect: PBK Architects Contractor: Bogh Engineering Inc. (BP 10-01)

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

ITEM NO. 1:	Description:	Reconcile Unused Unforeseen Allowance
	Reason:	Reconcile Unused Unforeseen Allowance
	Document Ref:	Change Order Request No. A-029 (PCO #A-256)
	Requested by:	District
	Change in Contract Sum:	(\$238,652.00) / DEDUCT DS RB
	Time Extension:	0 Calendar Days

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,470,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/ decreased by this Change Order: DS RB	<u>(\$238,652.00)</u>
The new contract amount including this change order will be:	<u>\$2,231,348.00</u>

The original contract completion date:	<u>12/11/2023</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>12/11/2023</u>

APPROVED BY:

Russ Bogh

Contractor – Bogh Engineering Inc.

DocuSigned by:

Russ Bogh

03CAB31C7E7548E...

Signature

02/29/2024 | 15:33 PST

Date

John Michael
Knowland Construction Services
DSA Inspector of Record (if applicable)

DocuSigned by:

John Michael

6A4504017F574D3...

Signature

02/29/2024 | 16:58 PST

Date

Bob Lavey
PBK Architects Inc.

Architect / Engineer (if applicable)

DocuSigned by:

Bob Lavey

2FAD4A0D5AF04C5...

Signature

03/01/2024 | 10:04 PST

Date

Hung Truong
CW Driver

Construction/Sr. Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0446B...

Signature

02/29/2024 | 15:38 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Samuel Sousa
CVUSD Project Manager

[Signature]
Signature

3/1/24
Date

Beverly Beemer
Director, Planning (if applicable)

[Signature]
Signature

3/1/24
Date

Greg Stachura
Owner (Authorized Agent)

[Signature]
Signature

3/1/24
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: SUBCONTRACTOR SUBSTITUTION FOR BID NO. 23-24-01F,
CHINO HS AQUATIC CENTER, GYMNASIUM, AND LOCKER ROOM
MODERNIZATION, BID PACKAGE #12 HVAC**

=====

BACKGROUND

On September 21, 2023, the Board of Education approved the award of Bid No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Room Modernization, Bid Packages 2 through 7, and 9 through 15, and awarded Bid Package #12 HVAC, to ACH Mechanical Contractors, Inc. This contractor has requested a subcontractor substitution of Inland Air Balance, Inc., the subcontractor responsible for the air balancing the HVAC systems on the project.

This substitution was requested because Inland Air Balance, Inc., refused to execute a contract for the scope of work specified in their bid. ACH Mechanical Contractors will be using Matrix Air & Hydronic Balancing Company, Inc., to complete the air balancing scope of work on the project at no additional cost to the District.

Inland Air Balance, Inc., was notified of the request for substitution and they did not object.

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

RECOMMENDATION

It is recommended the Board of Education approve the subcontractor substitution for Bid. No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Room Modernization, Bid Package #12 HVAC.

FISCAL IMPACT

None.

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: March 21, 2024

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Asst. Supt., Facilities, Planning, and Operations
Kathy Casino, Director, Purchasing

**SUBJECT: REQUEST FOR PROPOSALS 23-24-11, SECONDARY SCHOOL
PHOTOGRAPHY AND YEARBOOK 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 its specific needs, receive better responses, and ultimately receive a better product to solution for less money.

RFP 23-24-11, Secondary School Photography and Yearbook Services was published in the Inland Valley Daily Bulletin on February 20, 2024, and February 27, 2024. Proposals were submitted at 2:00 p.m. on March 4, 2024, and were received from five (5) vendors.

Vendor	School
Hercules Achievement, LLC dba Varsity Yearbook	Various
Jostens Inc./JostensPix	Various
School Portraits by Adams Photography, Inc.	Various
Shutterfly Lifetouch, LLC	Various
Walsworth Publishing Company	Various

The basic scope of work for this RFP includes providing intermediate and secondary photography, yearbooks, and yearbook services.

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

RECOMMENDATION

It is recommended the Board of Education award Request for Proposals 23-24-11, Secondary School Photography and Yearbook Services to Hercules Achievement, LLC dba Varsity Yearbook, Jostens Inc./JostensPix, School Portraits by Adams Photography, Inc., Shutterfly Lifetouch, LLC, and Walsworth Publishing Company.

FISCAL IMPACT

None (Supported by student/parent purchases via ASB/PPFA/PTA).

NE:GJS:KC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: March 21, 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

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

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

JACKSON, Joy	Special Education Teacher	Butterfield ES	03/22/2024
SHIN, Yeon	Elementary Teacher	Cortez ES	03/06/2024
BRIZUELA RODRIGUEZ, Leticia	Elementary Teacher	Rhodes ES	03/22/2024
LOPEZ, Meghan	Special Education Teacher	Walnut ES	03/22/2024

RESIGNATIONS

MARSH, Nicole	Elementary Teacher	Cal Aero K-8	02/23/2024
ANGUIANO, Brenda	Speech & Lang. Pathologist	Special Education	02/29/2024

RETIREMENT

SOMERVILLE, Carol (19 years of service)	Elementary Teacher	Chapparal ES	06/30/2024
TRAN, Cesar (29 years of service)	Secondary Teacher	Chino Hills HS	06/01/2024

LEAVE OF ABSENCE

HEREDIA, Alma	Special Education Teacher	Magnolia JHS	03/08/2024 through 03/15/2024
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APPOINTMENT - EXTRA DUTY - SPORTS

DIZON, Julianna	Cal Aero K-8 (GF)	Track & Field	03/22/2024
FELLOWS, Amber	Cal Aero K-8 (GF)	Track & Field	03/22/2024
MARTINEZ-SOLANO, Sebastian (NBM)	Towsend JHS (B)	Band	03/22/2024
VON FLECKLES, Jayden	Ayala HS (GF)	Boys Volleyball	03/22/2024
GARISPE, Mike (NBM)	Chino HS (GF)	Boys Soccer	03/22/2024
BUENCONSEJO, Brad (NBM)	Chino Hills HS (GF)	Baseball	03/22/2024
DANSKIN, Hailey Rae (INBM)	Chino Hills HS (B)	Track & Field	03/22/2024
LANG, Jennifer	Chino Hills HS (GF)	Girls Flag Football	03/22/2024
TAELEIFI, Kaili (NBM)	Chino Hills HS (B)	Girls Basketball	03/22/2024
DOUGHTERY, Bethany (NBM)	Don Lugo HS (GF)	Boys Water Polo	03/22/2024
FIERRO, Daniel (NBM)	Don Lugo HS (GF)	Track & Field	03/22/2024
FIERRO, Nicolas (NBM)	Don Lugo HS (GF)	Track & Field	03/22/2024
JIN PACK, Jayden (NBM)	Don Lugo HS (GF)	Swim	03/22/2024
PLUNKETT, Noah (NBM)	Don Lugo HS (GF)	Boys Water Polo	03/22/2024

TOTAL: \$ 29,178.00

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>DELETE - EXTRA DUTY – DEPARTMENT CHAIR</u>			
JOHNSON, Traci	GATE	Marshall ES	03/04/2024

APPOINTMENT- EXTRA DUTY – ACTIVITIES

CARROLL, Chynna	Ayala HS	Pep Squad Advisor	03/21/2024
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH
JUNE 30, 2024**

ARREY, Jason	AXTON, Amanda	BAKER, Rachel
ENRIQUEZ, Andrea	GEORGE, Jake	GODINHO, Seth
GUO, Chen	HARIRCHI, Alex	HAZAMA, Tara
JAST, Ashley	KIM, Ji Won	KIM, Lucas
MOJICA, Melanie	MONCAYO, Alexandra	NELCH, Tatum
PARKER, Bethany	PENAFLO, Angela	REYNOSO, Gerardo
SAULAT, Eman	UBOM, Kenneth	VALADEZ, Benjamin
VALDEZ, Lucia	YI, Christina	YOW, Josh
WEN, Nicholas		

CLASSIFIED PERSONNEL

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

MARKARIAN, Megan	Playground Supervisor (GF)	Dickey ES	03/22/2024
BANUELOS, Vanessa	Health Technician (GF)	Rhodes ES	03/22/2024
MARTINEZ, Melissa	Paraprofessional II (SELPA/GF)	Walnut ES	03/22/2024
DE ALBA, Sandra	Nutrition Services Professional (NS)	Ayala HS	03/22/2024
DIAZ, Silvia	Nutrition Services Professional (NS)	Ayala HS	03/22/2024
SANTA CRUZ, Hayley	Playground Supervisor (GF)	Ayala HS	03/22/2024
WALTON, Denisha	Playground Supervisor (GF)	Ayala HS	03/22/2024
DIAZ, Silvia	Nutrition Services Professional (NS)	Chino Hills HS	03/22/2024
FIELDS, Candice	Nutrition Services Manager Rover (NS)	Nutrition Services	03/22/2024

PROMOTION

VAZQUEZ, Adilia	FROM: Bilingual Typist Clerk I (C) 3.5 hrs./200 work days and School Community Liaison/ Bilingual-Spanish (C) 3 hrs./185 work days TO: Counseling Assistant (GF) 8 hrs./213 work days	Briggs K-8 Briggs K-8	03/22/2024
GUPTA, Kriti	FROM: Nutrition Services Professional (NS) 3.5 hrs./261 contract days TO: Nutrition Services Manager Rover (NS) 6 hrs./181 work days	Cal Aero K-8 Nutrition Services	03/22/2024
HUACA GUILLEN, Kevin	FROM: Custodian II (GF) 8 hrs./261 contract days TO: Custodian Specialist (GF) 8 hrs./261 contract days	Magnolia JHS Ayala HS	03/22/2024

CHANGE OF ASSIGNMENT

SOTO, Beatrice	FROM: Playground Supervisor (GF) .75 hrs./180 workdays TO: Nutrition Services Professional (NS) 3 hrs./181 work days	Eagle Canyon ES Wickman ES	03/22/2024
GAYNOR, Jennifer	FROM: Playground Supervisor (GF) 1.5 hrs./180 workdays TO: Paraprofessional I (SELPA/GF) 5 hrs./181 work days	Hidden Trails ES Hidden Trails ES	03/22/2024

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>CHANGE OF ASSIGNMENT</u> (cont.)			
MERCAU, Maria	FROM: Bilingual Typist Clerk I (C) 3 hrs./166 work days TO: School Community Liaison/ Bilingual-Spanish (C) 4 hrs./200 work days	Adult School Newman ES	03/22/2024
GRAY, Maritza	FROM: Driver Trainer (GF) 8 hrs./261 contract days TO: Bus Driver (GF) 6 hrs./208 work days	Transportation Transportation	03/22/2024
HABERMEHL, Patricia	FROM: Driver Trainer (GF) 8 hrs./261 contract days TO: Bus Driver (GF) 6 hrs./208 work days	Transportation Transportation	03/22/2024

LEAVE OF ABSENCE

DURAN, Rosaelia	Paraprofessional I (GF)	Dickson ES	04/05/2024 through 04/10/2024
COGBURN, Dana	Nutrition Services Professional (NS)	Don Lugo HS	02/29/2024 through 03/08/2024

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee 29704			03/07/2024
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RESIGNATION

SOTO, Veronica	Playground Supervisor (GF)	Marshall ES	03/22/2024
FELIZ, Gina	Nutrition Services Manager I (NS)	Walnut ES	03/08/2024
GRAJALES, Jacob	Paraprofessional I (SELPA/GF)	Alternative Education	03/08/2024
OROSCO, Andy	Grounds Equip. Oper. II	Maintenance	03/15/2024
OLAGUE, Christina	Behavior Intervention Aide (C)	Special Education	05/30/2024

RETIREMENT

ROBERTS, Michele (23 Years of Service)	Typist Clerk II (GF)	Briggs K-8	04/13/2024
PETERSON, Maria (23 Years of Service)	School Secretary II (GF)	Don Lugo HS	07/08/2024

CLASSIFIED PERSONNEL (cont.)

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024

ALCANTARA, Jonathan
FERNANDEZ, Marc
MCCLURKAN, Sherilyn
RAMIREZ RAMOS, Margie

BANUELOS, Aubrey
GALINDO, Susana
MUNTEAN, Kimberly
RINIE, Clayton

DELGADO, Nathan
LIMON, Lexie
PEREZ, Maria

(504)	= Federal Law for Individuals with Handicaps
(ABG)	= Adult Education Block Grant
(ASB)	= Associated Student Body
(ASF)	= Adult School Funded
(ATE)	= Alternative to Expulsion
(B)	= Booster Club
(BTSA)	= Beginning Teacher Support & Assessment
(C)	= Categorically Funded
(CDF)	= Child Development Fund
(CVLA)	= Chino Valley Learning Academy
(CWY)	= Cal Works Youth
(E-rate)	= Discount Reimbursements for Telecom.
(G)	= Grant Funded
(GF)	= General Fund
(HBE)	= Home Base Education
(MAA)	= Medi-Cal Administrative Activities
(MG)	= Measure G – Fund 21
(MH)	= Mental Health – Special Ed.
(NBM)	= Non-Bargaining Member
(ND)	= Neglected and Delinquent
(NS)	= Nutrition Services Budget
(OPPR)	= Opportunity Program
(PFA)	= Parent Faculty Association
(R)	= Restricted
(ROP)	= Regional Occupation Program
(SAT)	= Saturday School
(SB813)	= Medi-Cal Admin. Activities Entity Fund
(SELPA)	= Special Education Local Plan Area
(SOAR)	= Students on a Rise
(SPEC)	= Spectrum Schools
(SS)	= Summer School
(SWAS)	= School within a School
(VA)	= Virtual Academy
(WIA)	= Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 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: FIELD PLACEMENT AFFILIATION AGREEMENT WITH GRAND
CANYON UNIVERSITY AND UNIVERSITY OF OREGON**

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BACKGROUND

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a Field Placement Affiliation Agreement with Grand Canyon University and University of Oregon.

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

RECOMMENDATION

It is recommended the Board of Education approve the Field Placement Affiliation Agreement with Grand Canyon University and University of Oregon.

FISCAL IMPACT

None.

NE:LF:JD:JO:jw

Field Placement Affiliation Agreement Between GCU and Chino Valley Unified School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 3/4/2024 day by and between Grand Canyon University (“GCU”) and Chino Valley Unified School District located at 5130 RIVERSIDE DRIVE CHINO, CA 91710 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 3/4/2024 and ends 3/4/2027.
4. **Roles & Definitions:**
 - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
 - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
 - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
 - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
 - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
 - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
 - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
 - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
 - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
 - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

(“Mentor”), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU’s participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate’s field placement while on District premises.

5d. The District shall allow a GCU faculty supervisor (the “GCU Faculty Supervisor”) virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5e. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate’s performance which will be used by the GCU Faculty Supervisor for completion of the candidate’s formal evaluation.

5f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. RESPONSIBILITIES OF GCU:

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate’s performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received. District requires background check to be completed in the state of California and candidate must have a current TB test.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

8. PAID POSITIONS/EMPLOYMENT: GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

9. INSURANCE AND LIABILITY

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration

Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

\$1,000,000 Each wrongful act

\$1,000,000 Aggregate

- Automobile Liability:

Limits of Liability:

\$1,000,000 Combined Single Limit

- Sexual Abuse or Molestation Liability:

Limits of Liability:

\$1,000,000 Each

\$1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit

\$2,000,000 General Aggregate

\$1,000,000 Products Aggregate

\$1,000,000 Personal Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the

Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University

COE/CHSS Affiliations

COEAffiliations@gcu.edu

Subject: Chino Valley Unified School District Affiliation Agreement Notification

School/District Information

Chino Valley Unified School District

5130 RIVERSIDE DRIVE

CHINO, CA 91710

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona

to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 3/7/2024

By: 
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 3/7/2024

Chino Valley Unified School District

By: _____
Signature

Name: _____

Title: _____

Date: _____

Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf \(gcu.edu\)](#)

University of Oregon
Clinical Field Placement Affiliation Agreement
PCS# 226000-06545-0

This Clinical Field Placement Affiliation Agreement (the "Agreement") is entered into by and between Chino Valley Unified School District ("Training Site") and the University of Oregon ("University"). The Training Site and the University shall collectively be referred to herein as the "Parties".

Recitals

Field Placements (defined below) are a critical element in Students' (defined below) professional training as they provide hands-on opportunities that expand class-based instruction and foster a connection to the field.

The Training Site has suitable experiences, supervisors, mentors, and facilities available for the educational experience of University students ("Students"), Training Site mentors are willing to serve as hosts who provide a welcoming learning experience, and relevant professional training and support for Students in keeping with the requirements of their course of study or licensing needs.

It is mutually beneficial to the University and the Training Site to have Students engage in Field Placements at the Training Site's facilities.

The purpose of this Agreement is to provide Students within University's College of Education and School of Music and Dance with Field Placements that Students are required to complete as part of their degree, educator preparation licensure, or certificate curriculum requirements. This Agreement sets forth the duties and responsibilities of the Training Site and the University with respect to these Field Placements.

Definitions

1. The "Training Site" is the school district, agency, or business entity that has the legal authority to enter into this Agreement with the University. The actual professional setting (i.e., school, agency, or institution) and location is stated in **Exhibit A**.
2. The "University" is the University of Oregon, which enters into this Agreement for Field Placements on behalf of its College of Education and School of Music and Dance.
3. "Field Placements" refer to the Field Study, practica, student teaching, internship, or externship experience(s) Students are required to complete as part of their degree, educator preparation licensure, or certificate curriculum requirements.
4. "Field Study" refers to a Field Placement in which Students are placed in a professional setting to extend their prior or concurrent learning by observing and participating in the experiences of that setting without engaging in any prescribed professional activities that serve the setting.
5. "Licensure Expectations" refer to the expectations of education preparation programs at University that require a specific and regulated Training Site and Field Placement experience to complete and apply for their state or national licensure credentials. For the purposes of this Agreement, practicum and student teaching experiences are named as activities typically associated with the pursuit of licensure.
6. "Non-licensure Expectations" refer to Field Placements for Students enrolled in a University

degree or certificate program that requires a general field experience training as determined by the program to fulfil expectations in that academic program. For the purposes of this Agreement, Field Study expectations typically align with non-licensure expectations.

7. The "Program Handbook" defines the Program's objectives, requirements, and responsibilities of the Training Site, University, and Students seeking licensure.
8. "University Supervisor(s)" are teachers, administrators, and other personnel employed or representing the University participating in the Field Placement.
9. "Cooperating Professional(s)" refers to teachers, site supervisors, administrators, counselors, school psychologists, and other personnel employed or representing the Training Site and participating in the Field Placement.

Agreement

As consideration for the mutual covenants and agreements contained in this document, university, and training site agree as follows:

1. The Training Site shall cooperate to provide Students with Field Placements as further detailed in the Program Handbook.
2. University and Training Site acknowledge that Students engaged in Field Placements will not provide services under this Agreement apart from their educational value.
3. Mutual Obligations.
 - b. University's Placement Coordinator will work with the Training Site's central administrator or designee to coordinate and obtain specific Field Placement approval. The Training Site will designate one or more Cooperating Professionals.
 - c. Students engaged in Field Placements may not independently arrange for any assignment(s) with the Training Site or its Cooperating Professionals.
 - d. Training Site shall ensure proper oversight of Students engaged in Field Placements. The assignment of Students to Cooperating Professionals will be decided jointly by the Training Site and the University.

Selection and placement of Students and Cooperating Professionals will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran's status but may consider the nature of the students' specific course of study, interests, and/or educational needs when possible.
 - e. Parties shall keep one another informed of changes in supervision, coordination, and/or Student expectations regarding Field Placement.
 - f. Evaluation of Students and their satisfactory completion of their Field Placement will be made jointly by the Cooperating Professional and the University Supervisor(s).
2. University Obligations. University will:

- a. Provide Training Site administrators with pertinent professional and academic information for each Student engaged in a Field Placement, including affiliation dates, guidelines, Program Handbook, and evaluation forms for Cooperating Professionals' use. Any additional materials required by the Training Site must be requested in writing.
- b. Inform the Student and University Supervisor of the behavioral and professional expectations associated with their Field Placement prior to final placement.
- c. In compliance with the Oregon Health Authority's Oregon Administrative Rules {OAR 409-030-0100 to 409-030-0250} for Health Profession Student Clinical Trainings {effective July 1, 2014}, University will provide evidence of Student(s)' immunizations, screenings, and trainings as required.
- d. Unless otherwise stipulated, inform the Student and University Supervisor that participation in Field Placement at the Training Site is for educational purposes only and the Students are not employees of the Training Site for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.
- e. Establish and maintain ongoing communication with the Cooperating Professional(s) at the Training Site on items pertinent to all on-going Field Placements. Such communication may include a description of the curriculum, relevant course outlines, policies, and major changes to this information.

3. Training Site Obligations. Training Site will:

- a. Accept a mutually agreed upon number of Students from the University who are recommended by the University and approved by the Training Site to participate in Field Placements to allow students to function appropriately with Training Site.
- b. Assign Cooperating Professional(s) and provide support staff, facilities, and access to equipment necessary to conduct the Field Placements and provide Student supervision.
- c. Ensure that Cooperating Professionals provide appropriate supervision of Student(s) and treat Students as professionals.
- d. Provide and orient Students with Training Site policies, regulations, procedures, and any other relevant materials, to ensure Students function appropriately within the Training Site.
- e. Provide opportunities for Students to engage in a variety of activities and to pursue their learning objectives.
- f. Notify Students of the Training Site's Family Educational Rights and Privacy Act {FERPA} (20 U.S.C. §1232(g)) compliance policy and advise Students how to comply with such policy.
- g. Notify Students engaged in Field Placements involving student teaching experiences of their obligations under Oregon's child abuse reporting law {ORS 4198.005 through 4198.050} and advise Students how to comply with such requirements.

- h. Encourage Students to participate in in-service education programs when available.

4. Non-Licensure Field Placements.

- a. The Training Site shall cooperate to offer Students engaged in Field Study for the purposes of course completion opportunities to engage in experiences as defined by that course.
- b. Training Site shall ensure proper oversight of the Students. The assignment of Students to specific site Cooperating Professional(s) will be the Training Site's responsibility.
- c. The University Supervisor(s) will support the Students and Cooperative Professional(s) in troubleshooting issues as they arise.

5. General Terms

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws. Any claims, action, or suit relating to the performance of this Agreement shall be brought in Lane County, Oregon.
- b. All notices, certificates, or communications shall be delivered electronically or mailed postage prepaid to the parties at their respective places of business set forth in **Exhibit A** unless otherwise designated in writing.
- c. This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Terms of the Agreement shall not be modified, supplemented, or amended without written consent. All other University and Training Site policies, procedures, and standards distributed to Program participants are for informational purposes only and create no obligation for either of the Parties.
- d. All exhibits which are referred to in this Agreement are incorporated by reference into this Agreement.
- e. The University and the Training Site are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly or otherwise, to third parties.
- f. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. Each Party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees, agents, and students. In particular, the University shall provide such insurance for students participating in the program. Such insurance shall be limited to the course and scope of the program that the University has arranged and approved for each student during the specific dates approved by University. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- g. Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260 -

30.300 and the Oregon Constitution Article XI, Section 7, University agrees to indemnify and hold Contractor harmless, for losses that arise out of the University's obligations under this contract in the manner and to the extent provided by Oregon law; provided, that the Contractor promptly notifies the University in writing of any claim, gives the University sole control of the defense and settlement thereof, and provides all reasonable assistance in connection therewith. The indemnity provided under this section shall be payable only from funds of the University that are legally available for such purpose, which include, without limitation, all tuition, charges, rents and other operating revenue of the University. Notwithstanding any other provision of this Agreement, the indemnity provided under this section is governed by the laws of the State of Oregon.

- h. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between University, Training Site, and Students in Field Placements. The University and Training Site agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to work performed by independent contractors. Both parties shall comply with federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. The Agreement is effective on **March 21, 2024** and expire on **August 31, 2028** unless extended by the means of a mutually executed amendment or is terminated pursuant to the terms of this provision. This Agreement is invalid if provisions no longer comply with policies of the University. The Agreement may be terminated by mutual consent of the Parties at any time or by one party upon 30 days' written notice. In the event of such notice, students currently participating in the Program will be allowed to finish the Program.
- j. The University and Training Site reserve the right to remove a Practicum Student at any time upon written mutual agreement. If Training Site determines a Practicum Student is not performing satisfactorily or that a Practicum Student has refused to follow site procedures, rules or regulations, Training Site may request to have a Practicum Student withdrawn, provided that Training Site makes such a request in writing, including a statement of the reason or reasons why Training Site is requesting to have the student withdrawn.
- k. Failure of the University to enforce any term of this Agreement shall not constitute a waiver by the University of such term or prevent the University from enforcing all other terms.
- l. **EEO Notices.** Contingent on applicability, as set forth in 41 CFR §§60-1.1, 60-300.1 and 60-741.1, contractor and subcontractor agree to the following:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.S(a) and 60-741.S(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- m. The Parties agree that there will be no unlawful discrimination based on race, color, national origin, religion, handicap, age, sexual orientation, or sex, or any other legally protected classification in the performance of this Agreement.
 - n. Training Site agrees to protect the confidentiality of Student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.1 et seq, and University Policy 111.05.03, with respect to any redisclosure of personally identifiable information from education records obtained from the University.
6. Child Abuse Reporting. University and Training Site shall ensure Students participating in Field Placements are aware of their obligations to comply with the child abuse reporting law (ORS 4198.005 through 4198.050) as if Students were a mandatory abuse reporter, including the obligation to immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Training Site will inform Students of any additional internal reporting requirements required by Training Site.
7. The Parties, by signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

UNIVERSITY	TRAINING SITE
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Notices

Training Site: All Schools within Chino Valley Unified School District

Contact Person: Lea Fellows

Phone: 909-628-1201 ext. 1111

Email: lea_fellows@chino.k12.ca.us

Address: 5130 Riverside Drive
Chino, CA 91710

University Contact Person: Jayme Sloan

Phone: 541.346.4996

Email: jaymes@uoregon.edu

Address: 268 HEDCO Education Bldg
Eugene, OR 97403-5284

Copy Legal Notices To:

Purchasing and Contracting Services
1600 Millrace Drive, Suite #306
Eugene, OR 97403
uop2help@uoregon.edu

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: March 21, 2024
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
William Cary, Director, Transportation
SUBJECT: 2022/2023 TRANSPORTATION PLAN

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BACKGROUND

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation-related add-on funding.

In accordance with Education Code 39800.1, the District shall develop a plan describing the transportation services it will offer to its pupils and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any grades 1 to 6 inclusive, and pupils who are low income. The plan was adopted by the Board of Education on March 16, 2023, and it must be updated by April 1 each year thereafter.

Pursuant to Education Code Section 39800.1, Chino Valley Unified School District has updated its Transportation Plan, which describes the transportation services it offers to pupils, and how it prioritizes transportation services. This transportation plan is designed to provide safe and consistent transportation services for all pupils, regardless of grade level or income.

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 2022/2023 Transportation Plan.

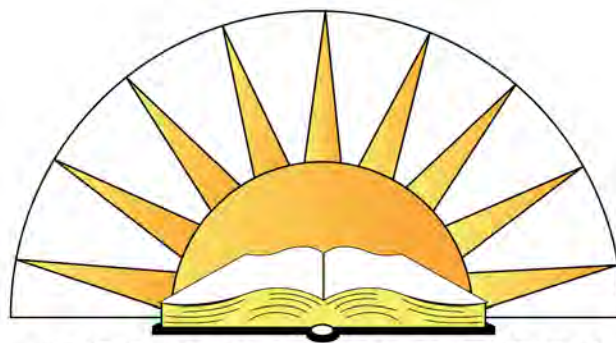
FISCAL IMPACT

Unknown.

NE:GJS:WC:cb

CHINO VALLEY UNIFIED SCHOOL DISTRICT

2022/2023 TRANSPORTATION PLAN



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

OUR DISTRICT

Chino Valley Unified School District (CVUSD), founded in 1860, educates approximately 25,645 students in thirty-six schools within the cities of Chino, Chino Hills, and South Ontario. CVUSD is led by Superintendent, Dr. Norm Enfield, and is governed by a five (5) member Board of Education comprised of publicly elected officials. The District encompasses an area of approximately 88 square miles, located in southwestern San Bernardino County, bordered by Riverside County, Orange County, and Los Angeles County.

CVUSD operates twenty (20) elementary schools, two (2) K-8 schools (with a third K-8 currently under construction), five (5) junior high schools, four (4) comprehensive high schools, one community day school, one (1) continuation high school and one (1) adult school.

The Chino Valley Unified School District Transportation Department is located at 5130 Riverside Drive, Chino, CA, 91710. CVUSD's Transportation Department is overseen by Transportation Director, William Cary, and consists of one (1) supervisor, five (5) mechanics, sixty-five (65) professional school bus drivers, four (4) driver trainers, two (2) dispatchers and two (2) office technicians.

CVUSD's transportation fleet consists of 98 buses and vans that are powered by clean-burning Compressed Natural Gas or gasoline.

TRANSPORTATION PLAN

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation-related add-on funding.

In accordance with Education Code 39800.1, the District shall develop a plan describing the transportation services it will offer to its pupils and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any grades 1-6 inclusive, and pupils who are low income. The plan shall be adopted by the local education agency's governing board on or before April 1, 2023. and updated by April 1 each year thereafter.

Pursuant to Education Code Section 39800.1, Chino Valley Unified School District has developed the following plan describing the transportation services it offers to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6 inclusive, and pupils who are low income. This Transportation Plan is designed to provide safe and consistent transportation services for all pupils. This plan is currently in operation and will continue for the 2023-2024 school year.

- 1. Enter a description of your district's plan of the transportation services it will offer to pupils, and how it will prioritize transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income.***

CVUSD provides home-to-school transportation services within the Board approved school attendance boundaries for TK through 12th grade and pupils with disabilities. We have a total of 25,513 pupils and provide transportation services to 1,687 general education and special education pupils. CVUSD's Board Policy BP3541 (attached as Exhibit A), dictates the scope of transportation services offered. Pupils with disabilities are provided transportation through their Individual Education Plan (IEP). In the 2022-2023 school year, 49% of our pupils qualified for free and reduced lunch. Parents must submit annually, a bus pass application for each of their qualified school bus-riding pupils. Pupils that are qualified for free and reduced lunch may also qualify for a free or reduced bus pass.

- 2. Provide a description of the LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et. Seq.).***

Chino Valley Unified School District serves over 516 pupils with disabilities and 16 homeless pupils pursuant to the McKinney-Vento Homeless Assistance Act. Pupils served are enrolled in special education programs. Transportation services are offered and or provided to all pupils served in accordance with their IEP. Pupils whose IEP requires services not offered by CVUSD are provided no-cost, home-to-school transportation to their service provider inside and outside of the District, on CVUSD buses and vans.

3. *Provide a description of how unduplicated pupils, as defined in subdivision (b) of Section 42238.02, would be able to access available home-to-school transportation at no-cost to the pupils.*

Unduplicated pupils, 49%, have and will continue to have access to reduced or no-cost transportation. These services are provided by CVUSD. When a pupil's program is located outside of the district, CVUSD provides no-cost, home-to-school transportation to the pupil's program provider.

PLAN ADOPTION

In accordance with EDC. § 39800.1(b)(2), this plan was presented and adopted by the governing board of the local educational agency in an open meeting with the opportunity for in-person and remote public comment.

Board Adoption Date: March 21, 2024

Transportation Services Allowance Calculations

A. Total 2022-23 Transportation Expenses (Function 3600)	\$7,764,193
B. Less Capital Outlay (Object 6xxx, Function 3600)	\$1,924,321
C. Less Non-Agency Expenditures (Goal 7110, 7150, Function 3600)	\$0
D. Estimated 60% Reimbursement	\$3,503,923
E. Less 2021-22 Transportation Add-On from LCFF (if >0, the Transportation Allowance Shall Be Zero):	\$790,138
Total Transportation Allowance (Object 8590, Resource 0000)	\$2,713,785

Expenditures and Other Financing Uses

2000-2999: Classified Salaries	\$4,464,036
3000-3999: Employee Benefits	\$1,914,260
4000-4999: Books and Supplies	\$959,011
5000-5999: Services and Other Operating Expenditures	\$30,818
6000-6999: Capital Outlay	\$1,379,959
7000-7999: Other Outgo	\$0
Total Expenditures	\$8,748,084