

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

# BOARD OF EDUCATION AGENDA

May 2, 2024

#### **BOARD OF EDUCATION**

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

Chloe Kubeldis, Student Representative

SUPERINTENDENT Norm Enfield, Ed.D.

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

REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room, 5130 Riverside Drive, CA 91710
4:55 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
May 2, 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 <a href="https://www.youtube.com/channel/UCWKinB4PTb">https://www.youtube.com/channel/UCWKinB4PTb</a> uskobmwBF8pw.

#### I. OPENING BUSINESS

#### I.A. CALL TO ORDER – 4:55 P.M.

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

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

- a. <u>Conference With Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4))</u>: 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. <u>Student Discipline Matters (Education Code 35146, 48918 (c) & (j):)</u>): Expulsion Cases 23/24-70, 23/24-71, and 23/24-83. (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 Appointment (Government Code 54957): Director, Maintenance and Operations. (5 minutes)
- f. Public Employee Discipline Dismissal Release (Government Code 54957): (5 minutes)
- g. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (10 minutes)

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

- Report Closed Session Action
- 2. Pledge of Allegiance

#### I.C. PRESENTATION

1. Teen Advisory Board of Chino Hills Presentation

Proceedings of this meeting are recorded.

I.D.	STAFF	REPORT
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- 1. Annual Update: Teaching and Learning Task Force
- I.E. COMMENTS FROM STUDENT REPRESENTATIVE
- I.F. COMMENTS FROM EMPLOYEE REPRESENTATIVES
- I.G. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA
- I.H. CHANGES AND DELETIONS

- II.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT
- II.A.1. 2024/2025 Student Member on the Board of Education
  Recommended the Board of Education approve

Recommended the Board of Education approve Gabriella Segoviano from Don Lugo HS as the 2024/2025 Student Member on the Board of Education and administer the oath of office.

Motion	_ Second _	
Preferentia	l Vote:	
Vote: Yes	No.	

#### II.B. HUMAN RESOURCES

II.B.1.

Page 11

Page 11

Page 11

Page 11

Tentative Agreement Between the Chino Valley Unified School District and the Associated Chino Teachers, effective July 1, 2023

Recommended the Board of Education conduct a public hearing and ratify the Tentative Agreement for the reopener between the Chino Valley Unified School District and the Associated Chino Teachers, effective July 1, 2023.

Motion	_ Second	
Preferentia	al Vote:	
Vote: Yes _	No_	

II.B.2. Page 31	Public Hearing And Ratification of the Tentative Agreement Between the Chino Valley Unified School District and The California School Employees Association and its Chino Chapter 102, effective July 1, 2023  Recommended the Board of Education conduct a public hearing, and ratify the Tentative Agreement for the reopener between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102, effective July 1, 2023.	Preferential Vote:
<b>II.B.3.</b> Page 39	Approval of Salary Increases for Certificated and Classified Management and Classified Confidential Employees, effective July 1, 2023  Recommended the Board of Education approve the salary increases for certificated and classified management and classified confidential employees, effective July 1, 2023.	Preferential Vote:
<b>II.B.4.</b> Page 43	Addendum to the Employment Contracts for Associate Superintendents: Business Services; Curriculum, Instruction, Innovation, and Support; and Human Resources; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; and Facilities, Planning, and Operations  Recommended the Board of Education approve the addendums to the employment contracts for Associate Superintendents:	Motion Second Preferential Vote: Vote: Yes No

Superintendents:

and

and

Business Services; Curriculum, Instruction, Innovation, and Support; and Human

Curriculum, Instruction, Innovation,

Support; and Facilities, Planning,

Resources; Assistant

Operations.

II.B.5. Page 50	Consideration and Approval of Employment Contract for Superintendent of the Chino Valley Unified School District, effective July 1, 2023  Recommended the Board of Education consider and approve the proposed contract of employment for Norman P. Enfield, Ed.D., as the Superintendent of Chino Valley Unified School District, effective July 1, 2023.	Preferential Vote:
<b>II.B.6.</b> Page 59	Compensation Increase for the Board of Education, effective May 3, 2024 Recommended the Board of Education approve a 5% compensation increase for the Board of Education, effective May 3, 2024.	Preferential Vote:
II.B.7. Page 60	Consideration and Approval of Employment Contracts for Deputy Superintendent of the Chino Valley Unified School District and the Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  Recommended the Board of Education consider and approve the proposed contracts of employment for Grace Park, Ed.D., as the Deputy Superintendent of Chino Valley Unified School District, effective July 1, 2024, and Tracy Freed, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support, effective July 1, 2024.	Preferential Vote:
II.B.8. Page 71	Resolution 2023/2024-52, Terminated Services of Classified Employee for Lack of Work and/or Lack of Funds  Recommended the Board of Education adopt Resolution 2023/2024-52, Termination of services of a classified employee for lack of work and/or lack of funds, Pursuant to Education Code 45117 and 45298.	Motion Second Preferential Vote: Vote: Yes No
<b>II.B.9.</b> Page 74	Resolution 2023/2024-49, Day of the Teacher/Día Del Maestro Recommended the Board of Education adopt Resolution 2023/2024-49, Day of the Teacher/Día del Maestro.	Preferential Vote:

II.B.10.	Resolution 2023/2024-50, Classified	Motion Second				
Page 77	School Employee Week/Semana de	Preferential Vote:				
	Empleado Clasificado De Escuela	Vote: Yes No				
	Recommended the Board of Education adopt					
	Resolution 2023/2024-50, Classified School					
	Employee Week/Semana de Empleado					
	Clasificado de Escuela.					
II.B.11.	Proclamation for National School Nurse	Motion Second				
Page 79	<u>Day on May 8, 2024</u>	Preferential Vote:				
	Recommended the Board of Education adopt	Vote: Yes No				
	the proclamation for National School Nurse					
	Day on May 8, 2024.					
		Motion Second				
III.	CONSENT	Preferential Vote:				
		Vote: Yes No				

#### III.A. ADMINISTRATION

#### III.A.1. Minutes of the April 18, 2024 Regular Meeting

Page 81 Recommend the Board of Education approve the minutes of the April 18, 2024 regular meeting.

### III.A.2. Resolution 2023/2024-53, Board Compensation for James Na for Page 89 April 18, 2024 Missed Meeting

Recommend the Board of Education adopt Resolution 2023/2024-53, Board Compensation for James Na for April 18, 2024 Missed Meeting.

#### III.B. BUSINESS SERVICES

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

Page 91 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 92 Recommend the Board of Education approve/ratify the fundraising activities.

#### III.B.3. Donations

Page 94 Recommend the Board of Education accept the donations.

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

Page 96 Recommended the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

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

#### III.C.1. Student Expulsion Cases 23/24-70, 23/24-71, and 23/24-83

Page 97 Recommended the Board of Education approve student expulsion cases 23/24-70, and 23/24-71, and 23/24-83.

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

Page 98 Recommend the Board of Education approve/ratify the school-sponsored trips for Chino Hills HS and Don Lugo HS.

#### III.C.3. Designation of California Interscholastic Federation Representatives to

Page 99 League for 2024/2025

> Recommended the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2024/2025.

#### III.C.4. **New Course: Advanced Cybersecurity Honors**

Recommended the Board of Education approve the new course Advanced Page 102 Cybersecurity Honors.

#### III.C.5. New Course: Health, Wellness, and Heart Rate Training

Page 118 Recommended the Board of Education approve the new course Health, Wellness, and Heart Rate Training.

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

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

Page 123 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 124 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

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

Page 130 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 138 Recommended the Board of Education approve the Change Orders and Notices of Completion for CUPCCAA Projects.

#### III.D.5. Resolution 2023/2024-51 and 2023/2024-54, Authorization to Utilize a

Page 140 **Piggyback Contract** 

> Recommended the Board of Education adopt Resolution 2023/2024-51 and 2023/2024-54, Authorization to Utilize Piggyback Contract.

III.D.6. Reimbursement Agreement Between the Chino Valley Unified School

Page 146 District and Los Angeles SMSA Limited Partnership dba Verizon

Wireless for Department of State Architect Inspection Services

Recommended the Board of Education approve the Reimbursement Agreement between the Chino Valley Unified School District and Los Angeles SMSA dba Verizon Wireless for Department of State Architect Inspection Services.

III.D.7. Request for Proposal 23-24-12 District-Wide NFPA 72 Fire Alarm

Page 164 Testing

Recommended the Board of Education award Request for Proposal 23-24-12, District-Wide NFPA 72 Fire Alarm Testing to Time and Alarm Systems.

- III.D.8. Award of Bid No. 23-24-13i, Dickey ES No Climb Fencing Project
- Page 165 Recommended the Board of Education award Bid No. 23-24-13I, Dickey ES No Climb Fencing Project to Quality Fence Co, Inc.
- III.D.9.
  Page 166
  Amend Action Taken on April 18, 2024, and Reject all Bids Received for Bid No. 23-24-14I, Don Lugo HS MPR Sound and Lighting System Replacement and Authorization to Rebid the Project

Recommended the Board of Education amend Action taken on April 18, 2024, and reject all bids received for Bid No. 23-24-14I, Don Lugo HS MPR Sound and Lighting System Replacement and authorization to rebid the project.

- III.E. HUMAN RESOURCES
- III.E.1. Certificated/Classified Personnel Items
- Page 167 Recommend the Board of Education approve/ratify the certificated/classified personnel items.
- III.E.2. Rejection of Claim
- Page 172 Recommended the Board of Education reject the claim and refer them to the District's insurance adjuster.

#### IV. INFORMATION

#### IV.A. BUSINESS SERVICES

## IV.A.1. Revision of Board Policy and New Administrative Regulation 5030 Students - Student Wellness

Recommended the Board of Education receive for information the revision of Board Policy and New Administrative Regulation 5030 Students – Student Wellness.

#### V. COMMUNICATIONS

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

#### VI. ADJOURNMENT

Prepared by: Regan Rico, Administrative Secretary IIA Date posted: March 26, 2024

### CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 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

Stephanie Johnson, Director, Student Support Services

SUBJECT: 2024/2025 STUDENT MEMBER ON THE BOARD OF EDUCATION

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#### **BACKGROUND**

Historically, a student member on the Board of Education has provided constructive student participation at Board meetings. Furthermore, having a student seated on the Board of Education reflects student rights and responsibilities and serves as a vehicle for responsible leadership development. The student member on the Board of Education rotates each school year.

The student member on the Board of Education will be announced at the Board meeting prior to the end of the current school year and is eligible to be seated at the beginning of the following school year upon taking the oath of office as a student board member.

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

#### **RECOMMENDATION**

It is recommended the Board of Education approve Gabriella Segoviano from Don Lugo HS as the 2024/2025 Student Member on the Board of Education and administer the oath of office.

#### FISCAL IMPACT

None.

NE:GP:SJ:gks

### CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 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: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE

AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE ASSOCIATED CHINO TEACHERS EFFECTIVE

**JULY 1, 2023** 

\_\_\_\_\_\_

#### **BACKGROUND**

On April 5, 2024, the Chino Valley Unified School District and the Associated Chino Teachers (A.C.T.) reached a tentative agreement for the reopener agreement, effective July 1, 2023. The Association finalized and approved the tentative agreement by a unit vote on April 19, 2024.

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

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

#### **RECOMMENDATION**

It is recommended the Board of Education conduct a public hearing and ratify the Tentative Agreement for the reopener between the Chino Valley Unified School District and the Associated Chino Teachers effective July 1, 2023.

#### FISCAL IMPACT

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

NE:LF:JD:JO:jw

# TENTATIVE AGREEMENT BETWEEN THE ASSOCIATED CHINO TEACHERS (ACT) AND CHINO VALLEY UNIFIED SCHOOL DISTRICT (CVUSD)

#### April 5, 2024

THE PARTIES AGREE THAT 2023-2024 NEGOTIATIONS ARE CLOSED ON ARTICLE 17; COMPENSATION AND HEALTH AND WELFARE BENEFITS.

THE PARTIES FURTHER AGREE TO CONTINUE NEGOTIATIONS FOR THE ARTICLES LISTED BELOW AS PART OF THE 2024-2025 REOPENER PROPOSAL TO THE 2022-2025 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ASSOCIATED CHINO TEACHERS AND THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

- ARTICLE 23: PROGRESSIVE DISCIPLINE
- ARTICLE 24: SPECIAL EDUCATION (ALIGNED WITH THE ASSOCIATION PROPOSAL #10 ON FEBRUARY 22, 2024)
  - ARTICLE 24.2 CASELOADS
  - o ARTICLE 24.4 PREP TIME
  - o ARTICLE 24.5 IEP MEETINGS
  - o ARTICLE 24.8.2 SLP ROOM
- APPENDIX C ELEMENTARY GRADE LEVEL AND SECONDARY DEPARTMENT CHAIRPERSONS

#### ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

#### 17.2 SALARY & FRINGE BENEFITS AGREEMENT

#### 2023-2024

8.22% ON SCHEDULE SALARY INCREASE FOR 2023-2024 SCHOOL YEAR EFFECTIVE JULY 1, 2023.

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

#### ARTICLE 24: SPECIAL EDUCATION

#### 24.1 SPECIAL EDUCATION TASK FORCE:

A SPECIAL EDUCATION TASK FORCE SHALL COMMENCE DURING THE 2024-2025 SCHOOL YEAR. THE ASSOCIATION AND THE DISTRICT WILL RECONVENE PRIOR TO JUNE 30, 2025, TO REVIEW THE TASK FORCE. THE TASK FORCE WOULD CONSIST OF THE FOLLOWING:

THE GOAL OF THE TASK FORCE WILL BE TO FIND LONG-TERM APPROACHES TO COMMON CONCERNS. BOTH PARTIES ARE COMMITTED TO MAINTAINING AN EXCELLENT DISTRICT SPECIAL EDUCATION PROGRAM FOR THE STUDENTS OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

THE PARTIES AGREE THAT A JOINT DISTRICT-ASSOCIATION SPECIAL EDUCATION TASK FORCE IS COMPOSED OF EQUAL NUMBERS OF DISTRICT

AND ASSOCIATION APPOINTEES AND ALLOWS FOR GUESTS AND VISITORS AS MUTUALLY AGREED UPON TO PROVIDE INFORMATION/SHARE CONCERNS. THE SPECIAL EDUCATION TASK FORCE WILL MEET NO LESS THAN FOUR (4) TIMES ANNUALLY FOR THE LIFE OF THE CONTRACT. THE CALENDAR OF MEETING DATES SHALL BE DEVELOPED BY THE SUPERINTENDENT'S DESIGNEE AND THE ASSOCIATION PRESIDENT'S DESIGNEE BY JUNE 30TH OF THE PRIOR YEAR. THE PURPOSE OF THE TASK FORCE IS:

- 24.1.1 TO IDENTIFY SPECIAL EDUCATION UNIT MEMBERS\* CONCERNS REGARDING WORKING CONDITIONS.
- 24.1.2 TO DISCUSS DISTRICT IDENTIFIED AREAS OF CONCERNS.
- 24.1.3 TO MAKE RECOMMENDATIONS TO BOTH PARTIES OF POSSIBLE SOLUTIONS TO IDENTIFY PROBLEMS AND CONCERNS.
- 24.1.4 TO PROVIDE PROGRESS UPDATES QUARTERLY TO THE ASSOCIATION EXECUTIVE BOARD AND DISTRICT CABINET.

#### 24.2 COMPENSATION

24.2.1 DISTRICT SLPS WILL RECEIVE A \$3,000 ANNUAL STIPEND PRORATED BASED UPON THEIR MONTH(S) OF SERVICE FOR WRITING REPORTS, IEPS, AND THERAPY NOTES.

#### 24.3 MISCELLANEOUS

24.3.1 DISTRICT SLPS SHALL RECEIVE A SUPERVISION STIPEND FOR NEWLY HIRED SLPS COMPLETING THEIR CA LICENSE AND/OR AMERICAN SPEECH-LANGUAGE-HEARING ASSOCIATION (ASHA) CERTIFICATE OF CLINICAL COMPETENCE. THE STIPEND SHALL BE EQUIVALENT TO THE INDUCTION PROGRAM FOR TEACHERS AND PRORATED BASED UPON THE MONTH(S) SUPERVISION OCCURS.

#### APPENDIX B - Salary Schedule

THE PARTIES AGREE TO ADDING A STEP 6 (AT A 3% ADDITION TO STEP 5 ON THE 2023-2024 SALARY SCHEDULE) FOR THE CLASSIFICATIONS LISTED BELOW, EFFECTIVE JULY 1, 2023.

- PSYCHOLOGIST
- BEHAVIOR INTERVENTION PSYCHOLOGIST
- BEHAVIOR INTERVENTION COUNSELOR
- BEHAVIORAL HEALTH COUNSELOR

FOR THE DISTRICT:

Lea Fellows

Associate Superintendent

Human Resources

Date

FOR THE ASSOCIATION:

Brenda Walker

President

Associated Chino Teachers

Date

#### OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

#### Chino Valley Unified School District

SCHOOL DISTRICT

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

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

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

#### MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE				
		Association of Chino Teachers (ACT)	BARGAINING UNIT	
To be acted	d upon by th	ne Governing Board at its meeting on	05/02/24	
Α.	The propo	OF AGREEMENT: psed bargaining agreement covers the period beginning g owing fiscal years	07/01/22 06/30/25 2022/23, 2023/24, 2024/25	
В.		OST CHANGE TO IMPLEMENT PROPOSED AGREEMENT change in costs for salaries and employee benefits in the prop Current Year Costs Before Agreement	·	
	2.	Current Year Costs After Agreement	\$178,752,030.00	
	3.	Total Cost Change	\$13,758,931.00	
	4.	Percentage Change	8.34%	
	5.	Value of a 1% Change	\$1,649,930.99	
C.	PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE  The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:			
	1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	8.34%	
	2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	1.0%	
	3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	9%	
	4.	Change in # of Work Days (+/-) Related to % Change		
	5.	Total # of Work Days to be provided in Fiscal Year	183	
	6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	180	

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756

(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

		Chino Valley Unified School District	SCHOOL DISTRICT	
D.		TAGE BENEFITS CHANGE FOR BOTH STATUTORY AND S INCLUDED IN THIS PROPOSED AGREEMENT:	DISTRICT-PROVIDED EMPLOYEE	
	1.	Cost of Benefits Before Agreement	\$31,837,503.00	
	2.	Cost of Benefits After Agreement	\$34,492,751.00	
	3.	Percentage Change in Total Costs	8.34%	
E.	IMPACT (	OF PROPOSED AGREEMENT ON DISTRICT RESERVES		
	State-Rec	ommended Minimum Reserve Level (after implementation of	Proposed Agreement)	
	1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$447,639,286.00	
	2.	Percentage Reserve Level State Standard for District:	3.0%	
	0			
	3.	Amount of State Minimum Reserve Standard:	\$13,429,178.58	
SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended le IMPLEMENTATION OF PROPOSED AGREEMENT:				
	GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)			
	4.	Reserve for Economic		
		Uncertainties (Object 9789)	\$35,402,839.00	
	5.	Unassigned/Unappropriated	440 700 000 00	
		(Object 9790)	\$10,732,330.00	
	6.	Total Reserves: (Object 9789 + 9790)	\$46,135,169.00	
	SPECIAL	RESERVE FUND (Fund 17, as applicable)		
	7.	Reserve for Economic Uncertainties (Object 9789)		
	TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:			
	8.	General Fund & Special Reserve Fund:	\$46,135,169.00	
	9.	Percentage of General Fund Expenditures/Uses	10.31%	
		between District Reserves and Minimum State Requirement		
	Dillorence	botwoon District Noscrivos and Minimum Otate Nequilement	Ψ52,105,990.42	

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT (AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756

(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )

China Valle	v. Unified Cohool Dictrict	CCHOOL DISTRICT
Chino vane	ev Unified School District	SCHOOL DISTRICT

# F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

#### G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

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

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

#### H. NARRATIVE OF AGREEMENT

An 8.22% on schedule salary increase for the 2023-2024 school year effective July 1, 2023. In addition, \$3,000 annual stipends for District SLPs prorated based on their month(s) of service for writing reports, IEPs and therapy notes. District SLPs shall also receive a supervision stipend for newly hired SLPs completing their CA license and/or American Speech-Language-Hearing Association (ASHA) certificate of clinical competence. The stipend shall be equivalent to the induction program for teachers and prorated based upon the month(s) supervision occurs. The parties also agree to the addition of a Step 6 (at a 3% addition to step 5) effective July 1, 2023 for the classifications of Psychologist, Behavior Intervention Psychologist, Behavior Intervention Counselor, and Behavioral Health Counselor.

#### I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

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

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Chino Valley Unified School District

SCHOOL DISTRICT

#### CERTIFICATION

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

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

The information provided in this document summarizes the financial implications of the proposed agreement and is cubmitted for public disclosure in accordance with the requirements of AP 1200, AP 2756 and GC 2547.5

submitted for public disclosure in accor	dance with the requirements of AB 12	00, AB 2730 and GC 3347.5.
We hereby certify that the costs incurred	d by the school district under this agre	eement can be met by the district during
the term of the agreement.		
District Comprists and and air		Dete
District Superintendent - sig	gnature	Date
Chief Business Official- sig	nature	Date
After public disclosure of the major prov	visions contained in this Summary, the	e Governing Board, at its
meeting on 5/2/	took action to app	rove the proposed Agreement
with the Association of	of Chino Teachers (ACT)	Bargaining Unit.
		•
President, Governing Bo	pard	Date
(signature)		

# CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - TEACHERS 2023/24 Effective July 1, 2023 Includes 8.22% Increase

					B.A. + 60 incl M.A.
				D.A 45 Carra Una	OR
	5.4	D.A.: 45.5	D.A 20.6	B.A. + 45 Sem. Hrs	M.A. + 15 Sem Hrs.
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs	OR	OR
				M.A.	B.A. + 65 Sem. Hrs
					(see below)
<u>STEP</u>	<u>GROUP I</u>	GROUP II	<b>GROUP III</b>	<b>GROUP IV</b>	GROUP V
1	60,908	60,908	63,377	67,370	71,932
2	60,908	62,686	66,227	70,517	75,190
3	62,334	65,417	69,075	73,638	78,434
4	64,976	68,163	71,932	76,776	81,702
5	67,593	70,907	74,799	79,923	84,947
6	70,233	73,638	77,644	83,070	88,210
7	70,233	76,397	80,486	86,197	91,452
8	70,233	79,126	83,355	89,367	94,704
9	70,233	79,126	86,197	92,498	97,969
10	70,233	79,126	89,063	95,631	101,214
11	70,233	79,126	89,063	98,778	104,478
12	70,233	79,126	89,063	101,924	107,729
13	70,233	79,126	89,063	101,924	110,977
14	70,233	79,126	89,063	101,924	114,225
15	71,936	80,834	91,031	104,144	116,887
16	71,936	80,834	91,031	104,144	116,887
17	71,936	80,834	91,031	104,144	116,887
18	73,642	82,535	92,993	106,368	119,550
19			92,993	106,368	119,550
20			92,993	106,368	119,550
21			94,962	108,592	122,213
22				108,592	122,213
23				108,592	122,213
24				110,814	124,875
25				110,814	124,875
26				110,814	124,875
27				113,041	127,536

#### PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

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

# CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE - COUNSELORS 2023/2024 Effective July 1, 2023 Includes 8.22% Increase

	B.A. + 60 incl M.A.
RA + 15 Sam Hrs	OR

134,504

119,218

				B.A. + 45 Sem. Hrs	OR
	B.A.	B.A. + 15 Sem. Hrs	B.A. + 30 Sem. Hrs	OR	M.A. + 15 Sem Hrs.
				M.A.	OR
					B.A. + 65 Sem. Hrs
<u>STEP</u>	<u>GROUP I</u>	GROUP II	<b>GROUP III</b>	<b>GROUP IV</b>	GROUP V
1	64,239	64,239	66,838	71,049	75,861
2	64,239	66,111	69,846	74,367	79,299
3	65,740	68,990	72,848	77,663	82,722
4	68,525	71,889	75,861	80,972	86,164
5	71,289	74,780	78,886	84,293	89,586
6	74,071	77,663	81,886	87,608	93,031
7	74,071	80,570	84,888	90,906	96,449
8	74,071	83,447	87,911	94,249	99,881
9	74,071	83,447	90,906	97,550	103,323
10	74,071	83,447	93,931	100,860	106,744
11	74,071	83,447	93,931	104,175	110,184
12	74,071	83,447	93,931	107,493	113,616
13	74,071	83,447	93,931	107,493	117,043
14	74,071	83,447	93,931	107,493	120,471
15	75,868	85,250	96,005	109,836	123,274
16	75,868	85,250	96,005	109,836	123,274
17	75,868	85,250	96,005	109,836	123,274
18	77,667	87,046	98,077	112,182	126,082
19			98,077	112,182	126,082
20			98,077	112,182	126,082
21			100,151	114,527	128,891
22				114,527	128,891
23				114,527	128,891
24				116,870	131,698
25				116,870	131,698
26				116,870	131,698

#### PLACEMENT ON COLUMN V WITHOUT A MASTERS DEGREE

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

27

## CHINO VALLEY UNIFIED SCHOOL DISTRICT SALARY SCHEDULE FOR CHILD DEVELOPMENT PROGRAMS

### 2023/2024 Effective July 1, 2023 Includes 8.22% Increase

	CHILD CARE PERMIT	CHILD CARE PERMIT PLUS AA DEGREE PLUS 10 UNITS	CHILD CARE PERMIT PLUS BA DEGREE	BA DEGREE PLUS REGULAR TEACHING CREDENTIAL
STEP	GROUP I	GROUP II	GROUP III	GROUP IV
1	24.59	26.98	31.03	35.70
2	25.64	28.19	32.37	37.54
3	26.98	29.49	33.95	39.36
4	28.19	30.76	35.70	41.30
5	28.19	32.21	37.54	43.42
6	28.19	32.21	39.50	45.57
7	28.19	32.21	39.50	45.57
8	28.19	32.21	39.50	45.57
9	28.19	32.21	39.50	45.57
10	28.19	32.21	39.50	45.57
11	28.19	32.21	39.50	45.57
12	28.19	32.21	39.50	45.57
13	28.19	32.21	39.50	45.57
14	28.19	32.21	39.50	45.57
15	28.89	33.06	40.54	46.90
16	28.89	33.06	40.54	46.90
17	28.89	33.06	40.54	46.90
18	29.59	33.92	41.53	48.20
19	29.59	33.92	41.53	48.20
20	29.59	33.92	41.53	48.20
21	30.28	34.74	42.54	49.53
22	30.28	34.74	42.54	49.53
23	30.28	34.74	42.54	49.53
24		35.55	43.57	50.87
25		35.55	43.57	50.87
26		35.55	43.57	50.87
27		36.43	44.58	52.19

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

THE DESIGNATED HEAD PERMIT TEACHER WILL RECEIVE A STIPEND OF \$1,211

#### Speech Language Pathologist Salary Schedule 2023/2024 Effective 7/1/2023

Includes 8.22% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			•		•	•	
29	Speech Language Pathologist	183	91,452	107,729	116,887	122,213	127,536

#### Psychologist Salary Schedule

2023/2024 Effective July 1, 2023 Includes 8.22% Increase and Addition of Step 6

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
28	Psychologist	195	110,347	114,120	117,880	121,628	125,393	129,155
28B	Behavior Intervention Psychologist	200	119,295	123,373	127,438	131,489	135,561	139,628

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

#### Behavior Intervention Counselor/Behavioral Health Counselor Salary Schedule

#### 2023/2024 Effective July 1, 2023 Includes 8.22% Increase and Addition of Step 6

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
38A	Behavior Intervention Counselor	220	75,862	78,416	80,973	83,572	86,127	88,711
38B	Behavioral Health Counselor	248	85,435	88,311	91,194	94,127	97,006	99,916

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

#### APPENDIX C EXTRA DUTY RATES

#### 1. <u>ELEMENTARY GRADE LEVEL AND SECONDARY DEPARTMENT CHAIRPERSONS</u>

Grade Level and Department Chairpersons, shall be elected by the teachers that they represent no later than the end of the current school year. This shall be accomplished on an annual basis and unit members will be entitled to cast votes in department elections in accordance with the actual classes that they are assigned to teach in each respective department. Annual department elections shall be facilitated by the administration and Association representatives at each site, and the results shall be subject to Board approval. Each site shall develop a nominating process that will allow for the private expression of preference for grade level and department chairs. Those unit members nominated shall be elected by majority vote (on a plurality basis) through the use of secret ballots which are to be counted by the site administrators and the Association representatives.

In instances where the unit member elected to serve as chairperson is determined to be ineffective by the administration, the Principal may request that the department provides a replacement representative to serve as chair for the duration of the school year.

It is agreed and understood that grade level and department chairs are members of the bargaining unit, and, therefore, their duties and responsibilities shall not include having "authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercises of that authority is not of merely routine or clerical nature, but requires the use of independent judgment" [see Government Code section 3540.1 (M)]. Grade level and department chair meetings shall be open to others, with a recommendation that agendas and minutes be kept for all meetings to improve communication. Finally, grade level and department chairs may not be involved in the evaluation of other unit members.

#### 2. CURRICULUM WRITING

Unit members shall be provided release time for curriculum writing or be paid the hourly instructional rate per #5 below. (See page 82)

#### 3. GENERAL PROVISIONS OF EXTRA-DUTY COACHING PAY

A. Bargaining unit members shall have first consideration for extra duty athletics/activities positions approved, according to appendix c. If no bargaining unit member applies for an extra duty stipend position, then the position will be flown and filled by either a walk-on athletics/activities person. When an athletics/activities position is held or filled by a non-bargaining unit person the position shall become vacant at the end of the season or activity (whichever comes first) then the position will be flown district-wide.

#### **APPENDIX C (cont.)**

B. No extra duty stipend in a designated area (athletics/activities) may be given to non-unit members until all unit members providing a service for which a stipend has been approved, according to Appendix C, have been compensated. The District shall notify the Association before offering an extra duty stipend assignment to a non-unit member, and on request shall provide a list of names of anyone receiving an extra duty stipend.

C. Ten percent (10%) of the season's stipend will be paid to the Varsity Head Coach and any Varsity Assistant Coach (in those cases where an assistant coach or coaches are approved, pursuant to Appendix C) Band Director, Assistant Band Director, and Drillteam advisor for each week the coaches' team remains in CIF play-offs. For the purpose of this paragraph, the factor will be applied to the stipend, as reflected in Appendix C.

D. Extra duty pay for unit members involved in athletics shall be increased to give experience credit, as follows:

For each year of coaching in the same sport, the coaching stipend will increase by the percentage of 1.046 added to the basic stipend. The increase will be applied to the stipend, as defined in Appendix C, and will continue for three (3) years (three steps---step 1, step 2, and step 3). Step 1 shall be the amount of the annual stipend reflected in Appendix C.

Unit members may switch assignments between men and women's teams of the same level of sport without penalty.

A unit member leaving a coaching position for the purpose of a "leave of absence" as defined in Article 13, shall not lose credit for prior service in that sport so long as the unit member returns to coaching the same sport immediately following the leave of absence.

E. Credit will be given for coaching experience in the District only. Coaching service in the same sport is transferable within the District.

#### 4. <u>AFTER WORKING HOURS SUPERVISION</u>

 Unit members are required to attend "Back-to-School" night and "Open House" as part of their contractual obligation to the District. Those unit members who provide service to the District for purposes of after-school supervision shall be reimbursed at the rate listed in #5 below. Such reimbursement shall be made only for time spent beyond the unit member's regular student contact day. No unit member shall be reimbursed under this provision for any duty for which he/she is already receiving a stipend.

#### 5. RATES OF COMPENSATION

The following rates, other than substitute pay for unit members, are subject to any future adjustment which applies to Appendix "B."

#### **APPENDIX C (cont.)**

#### 

A. CHAIRPERSONS

There will be one grade level chairperson for each of the following grade level/clusters TK-1, 2-3, 4-6. If a school has more than ten (10) classes at a grade level/cluster, additional chair positions will be added for that grade level/cluster to a maximum number of two (2).

The following examples are provided to assist in the application of this article and are intended to provide clarification as to practices in connection with payment of stipends and permissible configurations.

- 1. If a teacher has a combination class, said teacher may choose which grade/level cluster they wish to align with, i.e., a K-1 teacher with 15 kindergarteners and 4 first graders would probably wish to align with the kindergarten cluster due to the preponderance of students at that level. However, they would be permitted to align themselves with the first grade grouping if they so desire, the choice of alignment rests solely with the teacher.
- 2. Teachers would be permitted to voluntarily split the duties and responsibilities as well as the corresponding stipend for service as a grade level chair.
- 3. Stipends will be paid in accordance to the number of unit members serviced by each grade level chair, i.e., if a site had 17 classes of K-1 and 10 were aligned with the kindergarten cluster and 7 were aligned with the first grade cluster, the stipend would be as follows; the kindergarten chair would receive the stipend of \$3,807.00 for 10 or more unit members and the first grade chair would receive the stipend of \$3,045.00 for 7 to 9 unit members.
- 4. Should additional questions on permissible practices and configurations relating to compensation require clarification, the association and the District shall meet and examine the issue in question and arrive at a mutually acceptable resolution specific to that issue and/or question.

1	APP	ENDIX C (cont.)
2 3 4		Additional stipends for elementary grade level and secondary department chairpersons shall be paid as follows:
5 6 7		Coordinating 1 or 2 unit members - \$ 1,523.00 (.025 x Grp. I, Step I)
8 9		Coordinating 3 or 6 unit members - \$ 2,284.00 (.0375 x Grp. I, Step I)
10 11		Coordinating 7 or 9 unit members - \$ 3,045.00 (.05 x Grp. I, Step I)
12 13		Coordinating 10 or more unit members - \$ 3,807.00 (.0625 x Grp. I, Step I)
13	В.	HOURLY INSTRUCTION
15	ъ.	The hourly instruction rate shall be calculated using the Annual Salary for Group III, Step
16		1 of the Certificated Salary Schedule divided by 183 and then by 6.
17		To the certificated balary beliedate divided by 105 and then by 0.
18	C.	COACHING/ADVISORS
19		The coaching stipends are set forth herein Appendix "C."
20		
21	D.	STUDENT SUPERVISION
22		The hourly student supervision rate shall be 75% of the hourly instructional rate.
23		
24	<b>E.</b>	DRIVER'S EDUCATION
25		The hourly rate for behind-the-wheel driver's education instruction shall be 95% of the
26		hourly instructional rate.
27		
28	F.	SUBSTITUTE RATE
29		The daily rate for unit members substituting while off-contract, and during summer months
30		shall be at the current daily substitute teacher rate.
31		

#### 1 **APPENDIX C (cont.)** 2 3 ANNUAL STIPENDS FOR EXTRA DUTY 4 COACHING AND STUDENT ACTIVITY POSITIONS 5 **EFFECTIVE JULY 1, 2023 – 8.22%** 6 7 All positions are single person positions, with the following exceptions: High School Assistant 8 Varsity Football - 3 positions; High School Assistant Men/Women Track - 2 positions. In respect 9 of High School Athletic or High School Activities Directors in Level I, service for less than one 10 year shall entitle the member to a pro rata share of the stipend. 11 LEVEL I \$5,375 LEVEL IX \$4,006 H.S. Varsity Football H.S. Choral Director H.S. Athletic Director Agriculture Advisor H.S. Activity Director H.S. Drama Director LEVEL II \$5,245 LEVEL X \$3,756 H.S. Band Director H.S. Soph/JV Football H.S. Frosh Football **LEVEL III** \$5,004 H.S. Asst. Frosh Football H.S. Var. Basketball (Women/Men) H.S. Frosh Baseball H.S. JV Baseball LEVEL IV \$4,681 H.S. Asst. Var. Baseball H.S. Head Var. Baseball/Softball H.S. Frosh/Soph. Wrestling (Women/Men) H.S. Frosh Softball H.S. Head Var. Track (Women/Men) H.S. Asst. Varsity Football H.S. Asst. Swim (Women/Men) H.S. Asst. Var. Wrestling (Women/Men) H.S. Frosh/Soph. Basketball (Women/Men) LEVEL V \$4,492 H.S. A-V Coordinator H.S. Asst. Womens Softball H.S. JV Womens Softball LEVEL VI \$4,467 H.S. Asst. Track (Women/Men) H.S. Head Var. Soccer (Women/Men) H.S. Frosh/Soph. Soccer (Women/Men) H.S. JV Wrestling (Women/Men) H.S. Head Var. Wrestling (Women/Men) H.S. Head Water Polo (Women/Men) Boys Republic Baseball H.S. Head Women/Men Swim (Women/Men) Boys Republic Basketball Jr. High Activities Director/Leadership **LEVEL VII \$4,393** H.S. Drill Team Advisor/H.S. Dance Advisor LEVEL XI \$3,514 Jr. High Band Director H.S. FHA-HERO LEVEL VIII \$4,102 H.S. Head Tennis (Women/Men) VICA Head Cross Country (Women/Men) FBLA/DECA H.S. Head Var. Volleyball (Women/Men) H.S. Career Technical Education (CTE) H.S. Asst. Basketball (Women/Men) H.S. Head JV Basketball (Women/Men) H.S. Badminton (Women/Men) H.S. Cheer Coach

#### **APPENDIX C (cont.)**

#### **LEVEL XII \$3,398**

H.S. Asst. Volleyball (Women/Men)

H.S. JV Volleyball (Women/Men)

H.S. JV Soccer (Women/Men)

H.S. Asst. Water Polo (Women/Men)

H.S. Golf (Women/Men)

H.S. JV Tennis (Women/Men)

H.S. Asst. JV Football

Boys Republic Track

Boys Republic Cross Country

H.S. Asst. Badminton (Women/Men)

#### **LEVEL XIII \$3,174**

H.S. Yearbook Advisor

H.S. Publications Advisor

H.S. Pep Sideline Squad Advisor

H.S. AVID Advisor

#### **LEVEL XIV \$2,926**

H.S. Photo Advisor

Jr. High AVID Advisor

ES SDC Teacher (Includes Preschool and TK)

#### LEVEL XV \$2,619

Jr. High Drill Team/Jr. High Dance Advisor

Jr. High Color Guard Advisor

Jr. High Renaissance

#### **LEVEL XVI \$2,370**

Jr. High Football

Jr. High Soccer

#### LEVEL XVII \$2,249

H.S. Asst. Band Director

Jr. High Basketball

Jr. High Track

Jr. High Volleyball

Jr. High Co-ed Softball

H.S. Choreographer Dir.

H.S. Asst. Pep Sideline Squad

Other J.H.S. coaches

Two high school extra duty stipends for coaches of academic competition teams.

#### LEVEL XVIII \$1,831

H.S. Senior Class Advisor

Jr. High STEM/STEAM Advisor

Jr. High Yearbook Advisor

H.S. Jr. Class Advisor

Jr. High Activity Stipend:

H.S. Activity Stipend:\_

After School Activity Stipend:

#### LEVEL XIX \$1,587

H.S. Soph. Class Advisor

Jr. High Visual Performing Arts Advisor

Jr. High Pep Squad Advisor

Jr. High Vocal Music

H.S. Frosh Class Advisor

#### LEVEL XX \$556

7th grade Decathlon

8th grade Decathlon

Jr. High Science Fair Advisor

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

Note:

At the high school level the District shall provide 64 coaching stipends, 21 student activities stipends and 14 department chair stipends. At the junior high schools each site get 4 coaching stipends, 6 student activities stipends and 7 department chair stipends. At the elementary schools, in addition to elementary SDC Teacher Stipends, each site will receive two extra duty stipends.

### CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 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: PUBLIC HEARING AND RATIFICATION OF THE TENTATIVE

AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102 EFFECTIVE

**JULY 1, 2023** 

\_\_\_\_\_\_

#### **BACKGROUND**

On April 9, 2024, the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 reached a tentative agreement for the reopener to the collective bargaining agreement, effective July 1, 2023. The Association membership approved the tentative agreement on April 16, 2024.

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

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

#### RECOMMENDATION

It is recommended the Board of Education conduct a public hearing, and ratify the Tentative Agreement for the reopener between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective July 1, 2023.

#### **FISCAL IMPACT**

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

NE:LF:JD:JO:jw

Date: Initials 7,14

# TENTATIVE AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND

# THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHINO CHAPTER 102 REGARDING A 2023-2024 REOPENER NEGOTIATIONS TO THE COLLECTIVE BARGAINING AGREEMENT

April 9, 2024

#### **ARTICLE 12: WAGES AND BENEFITS**

#### 12.1.3 2023-2024 SCHOOL YEAR

THE DISTRICT SHALL PROVIDE AN ON-GOING ON-SCHEDULE SALARY INCREASE OF 7.16% EFFECTIVE JULY 1, 2023.

ADDITIONALLY, CSEA HAS OPTED TO ALLOCATE 1.18% TOWARD LONGEVITY INCREASES REFLECTED BELOW:

#### 12.4 Longevity

Effective July 1, 2023 <del>1988</del>, the following longevity rates will be implemented:

6% 3% per month upon completion of 10 years of service

8% 5% per month upon completion of 15 years of service

10% 7%-per month upon completion of 20 years of service

12% 9% per month upon completion of 25 years of service

15% 11% per month upon completion of 30 years of service

Date: 4/9 Initials DA,

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

		Chino Valley Unified Schoo	l District
California School Employees	Association	,	,
and its Chino Chapter 102		~ Ton	au la lau
$\sim 011$	1/0/01	Dea Fellow	04/09/24
The lead	4/9/24	Lea Fellows	Date
Daniel Hernandez	Date	Associate Superintendent, H	uman Resources
President		( Sight )	Y KAKO V
	4/9/24	Joe Durkin	Date
Diego Solis	Date	Director, Human Resources	
1 <sup>st</sup> Vice President			
18 4 11ha lay	9 4101		9/9/29
Gullycokou	8 7/1/202	Whitney Fields	Date
Yyette Bookout	Date	Director, Risk Management and H	uman Resources
2 <sup>nd</sup> Vice President		( ) - 4 - 2	ulalan
John Si	04/09/24	7	7/1/24
		Jaime Ortega	Date
Blanca Plascencia	Date	Director, Human Resources	
Negotiations Team Member	,	(m)	Walsel
Daniel & A	1/0 2/	Melissa Martinez	1/4/24
Clinise A, Misroega			Date
Denise Arroyo'	Date	Coordinator, Compliance	
Negotiations Team Member	0.4/00/0.4	land Sauce	ulolan
16 may	04/09/24	Vane Sousa	Date
Noah Snyder	Date	Personnel Technician	Date
Labor Relations Representativ			
- sould resident representati	-	•	

#### OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Chino Valley Unified School District SCHOOL DISTRICT

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

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

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

#### MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

		MAJOR PROVISIONS OF PROPOSED AGREEME	NT WITH THE
		Classified School Employees Association (CSEA)	BARGAINING UNIT
To be acted	d upon by th	ne Governing Board at its meeting on	05/02/24
Α.	The propo	OF AGREEMENT: psed bargaining agreement covers the period beginning g lowing fiscal years	07/01/21 06/30/24 2022/23, 2023/24
B.		OST CHANGE TO IMPLEMENT PROPOSED AGREEMENT change in costs for salaries and employee benefits in the prop Current Year Costs Before Agreement	•
	2.	Current Year Costs After Agreement	\$58,369,727.00
	3.	Total Cost Change	\$4,493,295.00
	4.	Percentage Change	8.34%
	5.	Value of a 1% Change	\$538,764.32
C.	The total	TAGE SALARY CHANGE FOR AVERAGE, REPRESENTED percentage change in salary, including annual step and colume), for the average, represented employee under this proposed	n movement on the salary schedule (as
	1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	7.16%
	2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	1.0%
	3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	8.16%
	4.	Change in # of Work Days (+/-) Related to % Change	
	5.	Total # of Work Days to be provided in Fiscal Year	varies
	6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	180

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756

(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

		Chino Valley Unified School District	SCHOOL DISTRICT
D.		NTAGE BENEFITS CHANGE FOR BOTH STATUTORY A	AND DISTRICT-PROVIDED EMPLOYEE
	1.	Cost of Benefits Before Agreement	\$14,582,119.00
	2.	Cost of Benefits After Agreement	\$15,798,268.00
	3.	Percentage Change in Total Costs	8.34%
E.	IMPAC <sup>-</sup>	T OF PROPOSED AGREEMENT ON DISTRICT RESERVI	ES
	State-R	ecommended Minimum Reserve Level (after implementation	on of Proposed Agreement)
	1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$447,639,286.00
	2.	Percentage Reserve Level State Standard for District:	3.0%
	3.	Amount of State Minimum Reserve Standard:	\$13,429,178.58
	IMPLE	CIENCY OF DISTRICT UNRESTRICTED RESERVES to m MENTATION OF PROPOSED AGREEMENT: RAL FUND RESERVES (Fund 01 Unrestricted ONLY)	eet the minimum recommended level AFTER
	4.	Reserve for Economic Uncertainties (Object 9789)	\$35,402,839.00
	5.	Unassigned/Unappropriated (Object 9790)	\$10,732,330.00
	6.	Total Reserves: (Object 9789 + 9790)	\$46,135,169.00
	SPECIA	AL RESERVE FUND (Fund 17, as applicable)	
	7.	Reserve for Economic Uncertainties (Object 9789)	
	TOTAL	DISTRICT RESERVES, applicable to State Minimum Re	eserve Standard:
	8.	General Fund & Special Reserve Fund:	\$46,135,169.00
	9.	Percentage of General Fund Expenditures/Uses	10.31%
	Differen	ce between District Reserves and Minimum State Requirer	ment \$32,705,990.42

#### FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756

(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Chino Valley Unified So	chool District	SCHOOL DISTRICT

#### F. **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

#### FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS G.

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

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

#### Η. NARRATIVE OF AGREEMENT

The district shall provide an on-going on-schedule salary increase of 7.16% effective July 1, 2023. Additionally, CSEA has opted to allocate 1.18% toward longevity increases reflected below: 6% per month upon completion of 10 years of service, 8% per month upon completion of 15 years of service, 10% per month upon completion of 20 years of service, 12% per month upon completion of 25 years of service, 15% per month upon completion of 30 years of service.

#### SOURCE OF FUNDING FOR PROPOSED AGREEMENT Ι.

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

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

#### FORM FOR PUBLIC DISCLOSURE

OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Chino Valley Unified School District

SCHOOL DISTRICT

#### CERTIFICATION

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

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

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

the term of the agr		strict under this agreement can be met by the district during
Distric	et Superintendent - signature	
Chief	Business Official- signature	
After public disclo meeting on	sure of the major provisions contained 5/2/2024	in this Summary, the Governing Board, at its took action to approve the proposed Agreement
with the	Classified School Employees Associ	ation (CSEA) Bargaining Unit.
Pre	esident, Governing Board (signature)	

#### Chino Valley Unified School District

#### **Classified Salary Schedule**

#### 2023/2024 Effective July 1, 2023

Includes 7.16% Increase and Longevity Change

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
15	15.54	16.30	17.12	17.95	18.83
16	15.90	16.68	17.54	18.41	19.33
17	16.32	17.12	17.96	18.86	19.82
18	16.70	17.55	18.42	19.34	20.33
19	17.13	17.97	18.87	19.84	20.80
20	17.55	18.42	19.34	20.34	21.32
21	17.97	18.89	19.85	20.81	21.86
22	18.45	19.35	20.35	21.34	22.42
23	18.91	19.85	20.81	21.87	22.96
24	19.36	20.35	21.35	22.46	23.55
25	19.86	20.82	21.88	22.99	24.12
26	20.36	21.36	22.47	23.56	24.73
27	20.83	21.89	23.00	24.13	25.36
28	21.37	22.47			25.98
29	21.91	23.01	23.58	24.74	
			24.14	25.39	26.64
30	22.48	23.60	24.75	26.00	27.30
31	23.03	24.15	25.40	26.65	27.98
32	23.61	24.78	26.01	27.32	28.69
33	24.19	25.41	26.68	27.99	29.43
34	24.79	26.03	27.34	28.71	30.15
35	25.42	26.69	28.02	29.44	30.89
36	26.05	27.35	28.73	30.18	31.66
37	26.71	28.05	29.45	30.90	32.45
38	27.36	28.75	30.19	31.69	33.27
39	28.07	29.46	30.93	32.48	34.10
40	28.77	30.20	31.70	33.31	34.97
41	29.48	30.95	32.49	34.12	35.83
42	30.22	31.71	33.32	34.99	36.72
43	30.96	32.50	34.14	35.86	37.66
44	31.74	33.35	35.00	36.75	38.60
45	32.52	34.18	35.87	37.68	39.56
46	33.38	35.02	36.76	38.61	40.54
47	34.19	35.90	37.69	39.57	41.56
48	35.03	36.79	38.63	40.56	42.60
49	35.91	37.72	39.61	41.58	43.66
50	36.83	38.65	40.58	42.61	44.74
51	37.74	39.64	41.63	43.70	45.88
52	38.66	40.61	42.64	44.76	47.02
53	39.65	41.64	43.71	45.91	48.19
54	40.62	42.67	44.78	47.04	49.42
55	41.66	43.73	45.93	48.21	50.64
56	42.70	44.83	47.06	49.44	51.89
57	43.76	45.96	48.24	50.67	53.17
58	44.85	47.13	49.47	51.95	54.52
59	45.98	48.26	50.70	53.23	55.88
60	47.15	49.50	51.97	54.56	57.29

#### MONTHLY SALARY IS CALCULATED AS FOLLOWS:

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

#### LONGEVITY

6% per month upon completion of 10 years of service in CVUSD 8% per month upon completion of 15 years of service in CVUSD 10% per month upon completion of 20 years of service in CVUSD 12% per month upon completion of 25 years of service in CVUSD 15% per month upon completion of 30 years of service in CVUSD

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

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 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: APPROVAL OF SALARY INCREASES FOR CERTIFICATED AND

CLASSIFIED MANAGEMENT AND CLASSIFIED CONFIDENTIAL

**EMPLOYEES EFFECTIVE JULY 1, 2023** 

\_\_\_\_\_

# **BACKGROUND**

The District has a practice of providing unrepresented employees, i.e., management and classified confidential employees, with increases in salary and health and welfare benefits as provided to other bargaining units. As a result of the anticipated ratification between the District and the Associated Chino Teachers and California School Employees Association and its Chino Chapter 102, a recommendation for a salary increase for unrepresented employees is now being brought before the Board.

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

# **RECOMMENDATION**

It is recommended the Board of Education approve the salary increases for certificated and classified management and classified confidential employees, effective July 1, 2023.

# FISCAL IMPACT

Fiscal impact to the general fund \$2,200,000.00

NE:LF:JD:JO:jw

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT Certificated Management Salary Schedule 2023/2024 Effective July 1, 2023 Includes 8.34% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
12	Chief Technology Officer	<del>226-</del> 225		190,777	198,406	206,343	214,596
14	Principal, High School	<del>225-</del> 224			166,468	171,745	177,075
15	Director	<del>226</del> -225		162,469	168,966	174,321	179,733
	Access and Equity						
	Alternative Education						
	Assessment and Instructional Technology						
	Elementary Curriculum						
	Health Services						
	Human Resources						
	Professional Development						
	Secondary Curriculum						
	Special Education						
	Student Support Services						
16	Principal, Jr. High	<del>215</del> 214	139,408	144,144	148,909	153,639	159,937
17	Principal, Elementary	<del>215</del> 214	138,222	142,935	147,639	152,373	157,081
18	Principal, Adult School/Boys Republic	<del>225-</del> 224	144,067	148,963	153,890	158,785	163,714
19	Principal, Buena Vista Continuation	<del>215</del> 214	137,105	141,708	146,390	151,042	155,727
21	Asst. Principal, High School	<del>210</del> 209	129,037	133,409	137,838	142,233	146,633
21	Program Specialist	<del>210</del> 209	129,037	133,409	137,838	142,233	146,633
22	Asst. Principal, Jr. High	<del>205</del> 204	120,987	125,092	129,250	133,357	137,490
	Asst. Principal, Buena Vista/CVLA						
23	Coordinator	<del>226-</del> 225	131,757	136,257	140,731	145,236	149,741
	Assessment						
	Behavior Intervention						
	Charter Schools Child Development						
	Child Welfare and Attendance						
	Elementary Curriculum Equity, Diversity, and Student Support Systems						
	Expanded Learning and Support Programs						
	Linked Learning						
	MTSS-B						
	Parent and Family Engagement						
	Secondary Curriculum						
	Special Education						
	Special Projects						
	Teacher Support						
24	Asst. Principal, Elementary	<del>205</del> 204	119,493	123,599	127,646	131,725	135,811
	Longevity Certificated Management						
	10 Years of Service		2%				
	15 Years of Service		4%				
	20 Years of Service		6%				
	lanu ca i		8%				
	25 Years of Service		670				

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT Classified Management Salary Schedule 2023/2024 Effective July 1, 2023 Includes 8.34% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
12	Chief Technology Officer	<del>261</del> 260		190,777	198,406	206,343	214,596
15	<b>Director</b> Fiscal Services	<del>261</del> 260		162,469	168,966	174,321	179,733
	Human Resources						
	Maintenance, Operations, and Construction						
	Nutrition Services						
	Risk Management and Human Resources						
	Planning						
	Purchasing						
	Transportation						
	Communications						
26B	Coordinator	<del>261</del> 260	114,674	118,107	121,654	125,301	129,060
	Compliance						
	Database Administrator						
	Information Services						
	Innovation and Creative Services						
	Payroll and Benefits						
	Technology						
27	Accounting Manager	<del>261</del> 260	114,674	118,107	121,654	125,301	129,060
28	Occupational Therapist	<del>221</del> 220	108,431	112,136	115,830	119,514	123,214
29	Behavioral Health Clinical Program Supervisor	<del>248</del> 247	110,883	114,674	118,451	122,099	126,003
29A	Behavior Intervention Specialist	<del>220</del> 219	98,363	101,726	105,077	108,418	111,773
	McKinney-Vento Grant Program Manager						
29B	Behavior Intervention Program Supervisor	<del>255</del> 254	114,014	117,910	121,795	125,668	129,557
232	Senation intervention rogical supervisor	255 25 .	11.,01.	117,510	121,733	123,000	123,007
31	Assistant Director, Nutrition Services	<del>261</del> 260	105,739	109,336	112,937	116,563	120,160
31A	Coordinator	<del>261</del> 260	105,739	109,336	112,937	116,563	120,160
	Construction						
	Sustainability						
	Procurement						
	- · ·						
31B	Coordinator	<del>261</del> 260	105,739	109,336	112,937	116,563	120,160
	Child Development						
26	Tanana dation Commission	264.260	04.056	04.072	00.111	101 226	104 205
36	Transportation Supervisor	<del>261</del> 260	91,856	94,973	98,111	101,236	104,385
	Maintenance and Operations Supervisor						
	Payroll Supervisor						
	Nutrition Supervisor						
38	Duplicating Manager	<del>261</del> 260	85,562	88,465	91,375	94,333	97,242
36	Duplicating Manager	<del>201</del> 200	85,502	88,403	91,373	34,333	37,242
40	After School Grant Funded Manager	<del>230</del> 229	76,544	79,148	81,779	84,386	86,989
	· ·						
40A	Behavior Intervention Associate	<del>220</del> 219	63,232	65,383	67,556	69,710	71,862
41	Operations Manager, Nutrition	<del>261</del> 260	89,129	92,210	95,347	98,307	101,340
	Language Classified Management						
	Longevity Classified Management 10 Years of Service		2%				
	15 Years of Service		4%				
	20 Years of Service		6%				
	25 Years of Service		8%				
	30 Years of Service		10%				

# CHINO VALLEY UNIFIED SCHOOL DISTRICT

# **Classified Confidential Salary Schedule** 2023/24 Effective July 1, 2023 Includes 7.16% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
37	Secretary to Superintendent	<del>261</del> -260	103,271	106,876	110,504	113,922	117,439
	Admin. Secretary, Board of Education						
39	Administrative Secretary III	<del>261-</del> 260	97,076	99,986	102,987	106,077	109,257
41	Personnel Technician	<del>261</del> -260	89,038	92,118	95,252	98,209	101,239
42	Administrative Secretary II-A	<del>261</del> 260	84,840	87,776	90,793	93,610	96,465
	·				•		
43	Administrative Secretary II-B	<del>261</del> 260	80,580	83,391	86,207	88,899	91,633
45	Administrative Corretory	261 260	72.040	75 475	79.015	90 442	92.015
45	Administrative Secretary I	<del>261-</del> 260	72,940	75,475	78,015	80,442	82,915

Longevity Classified Confidential	
10 Years of Service	<del>3%</del> 6%
15 Years of Service	<del>5%</del> -8%
20 Years of Service	<del>7%</del> 10%
25 Years of Service	<del>9%</del> 12%
30 Years of Service	<del>12%</del> 15%

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

SUBJECT: ADDENDUM TO THE EMPLOYMENT CONTRACTS FOR

ASSOCIATE SUPERINTENDENTS: BUSINESS SERVICES; CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT; AND HUMAN RESOURCES; ASSISTANT SUPERINTENDENTS: CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT;

AND FACILITIES, PLANNING, AND OPERATIONS

\_\_\_\_\_\_

# **BACKGROUND**

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

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

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

# **RECOMMENDATION**

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

# FISCAL IMPACT

Fiscal impact to the general fund is \$115,000.00.

NELF:JD:JO:jw

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

# COUNTY OF SAN BERNARDINO, CALIFORNIA AND SANDRA H. CHEN

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

Item 1 – Offer

The term of the contract shall be from July 1, 2024, through June 30, 2028. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent.

Item 2 – Salary

Sandra H. Chen

County of San Bernardino, California

Provide an 8.34% on-schedule salary increase for the 2023/2024 school year effective July 1, 2023.

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

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

Sonja Shaw, President Date

Jonathan Monroe, Vice-President Date

Andrew Cruz, Clerk Date

Donald L. Bridge, Member Date

James Na, Member Date

SIGNATURE OF THE ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

Date

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

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

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

Item 2 - Salary

County of San Bernardino, California

Provide an 8.34% on-schedule salary increase for the 2023/2024 school year effective July 1, 2023.

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

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

Sonja Shaw, President	Date	Jonathan Monroe, Vice-Presiden	t Date
Andrew Cruz, Clerk	Date	Donald L. Bridge, Member	Date
James Na, Member	Date		
SIGNATURE OF THE AS INNOVATION, AND SUPPO		ERINTENDENT, CURRICULUM, IN	NSTRUCTIO
Grace Park, Ed.D.	Date		

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

# COUNTY OF SAN BERNARDINO, CALIFORNIA **AND LEA FELLOWS**

The July 1, 2023 contract for employment of Lea Fellows, Associate Superintendent, Human Resources, shall be amended and added as set forth below:

Item 2 - Salary

County of San Bernardino, California

Provide an 8.34% on-schedule salary increase for the 2023/2024 school year effective July 1, 2023.

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

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

Sonja Shaw, President	Date	Jonathan Monroe, Vice-President	Date
Andrew Cruz, Clerk	Date	Donald L. Bridge, Member	Date
James Na, Member	Date		
SIGNATURE OF THE ASS	OCIATE SUPERII	NTENDENT, HUMAN RESOURCES	
Lea Fellows	 Date		

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

# COUNTY OF SAN BERNARDINO, CALIFORNIA AND HILDA FLORES, ED.D.

The September 11, 2023 contract for employment of Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support, shall be amended and added as set forth below:

Item 2 – Salary

County of San Bernardino, California

Provide an 8.34% on-schedule salary increase for the 2023/2024 school year effective July 1, 2023.

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

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

Sonja Shaw, President	Date	Jonathan Monroe, Vice-Preside	ent Date
Andrew Cruz, Clerk	Date	Donald L. Bridge, Member	Date
James Na, Member	Date		
SIGNATURE OF THE ASI		ERINTENDENT, CURRICULUM,	INSTRUCTION
Hilda Flores, Ed.D.	Date		

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

# COUNTY OF SAN BERNARDINO, CALIFORNIA AND GREGORY J. STACHURA

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

Item 1 – Offer

The term of the contract shall be from July 1, 2024, through June 30, 2028. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Associate Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent.

Item 2 – Salary

County of San Bernardino, California

Provide an 8.34% on-schedule salary increase for the 2023/2024 school year effective July 1, 2023.

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

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

Sonja Shaw, President Date

Jonathan Monroe, Vice-President Date

Andrew Cruz, Clerk Date

Donald L. Bridge, Member Date

James Na, Member Date

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

Gregory J. Stachura Date

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Certificated and Classified Cabinet Salary Schedule 2023/2024 Effective July 1, 2023 Includes 8.34% Increase

RANGE	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
8	DEPUTY SUPERINTENDENT	224	261,087	271,530	282,391	293,687
9	Associate Superintendent Business Services Curriculum, Instruction, Innovation & Support Human Resources	224	223,179	232,107	241,390	251,045
12	Assistant Superintendent Facilities and Planning Curriculum, Instruction, Innovation & Support Human Resources	224	190,777	198,406	206,343	214,596
12	Chief Technology Officer	224	190,777	198,406	206,343	214,596

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

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

SUBJECT: CONSIDERATION AND APPROVAL OF EMPLOYMENT

CONTRACT FOR SUPERINTENDENT OF THE CHINO VALLEY

**UNIFIED SCHOOL DISTRICT, EFFECTIVE JULY 1, 2023** 

\_\_\_\_\_\_

# **BACKGROUND**

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

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

# RECOMMENDATION

It is recommended the Board of Education consider and approve the proposed contract of employment for Norman P. Enfield, Ed.D., as the Superintendent of Chino Valley Unified School District, effective July 1, 2023.

#### FISCAL IMPACT

Fiscal impact to the general fund is \$35,000.00.

NE:LF:jw

# CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND NORMAN P. ENFIELD, Ed.D.

THIS AGREEMENT is hereby made and entered into this 2 day of May 2024 by and between the BOARD OF EDUCATION ("Board") of the **CHINO VALLEY UNIFIED SCHOOL DISTRICT** ("District") and Norman P. Enfield, Ed.D., ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

#### L Superintendent, Chief Executive Officer, and Secretary to the Board

Norman P. Enfield, Ed.D. is hereby employed as the District's Superintendent. The Superintendent shall also be the Chief Executive Officer of the Board and shall serve as Secretary to the Board.

# 2 Term of Contract

The term of this Contract shall be from July 1, 2023, through June 30, 2027. On or before June 30th of each year, the Board may extend this Contract for an additional year subject to the Superintendent receiving a satisfactory performance evaluation by the Board ("Satisfactory" is defined as an overall rating of 3 or above).

#### 3. General Terms and Conditions of Employment

This Contract is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

#### 4 <u>Duties of Superintendent</u>

The Superintendent shall perform all of his powers and duties in accordance with the laws, rules and regulations of the State of California, the California State Board of Education and this District and this Contract. All powers and duties legally delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Acts that require ratification by the Board shall be referred to the Board at the earliest opportunity.

The Superintendent's duties and functions shall include but not be limited to the following:

a. Serving as the Chief Executive Officer of the District as described by District policy, the Superintendent shall be delegated all powers and duties necessary

for efficient management and administration of the District to the full extent permitted by law. Any organizational change and/or arrangement of the administrative and supervisory staff including instruction, business and operational affairs shall be recommended by the Superintendent, subject to approval by the Board. Employment of new personnel will be recommended by the Superintendent, subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternate recommendation, subject to the Board's approval.

In addition to the foregoing duties, the Superintendent shall:

- b. Working with the Board, District personnel, parents and the public, develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes.
- c. Represent the interests of the Board and the District in day-to-day contact with parents, other citizens, community, governmental agencies, and legal representatives.
- d. Provide leadership, guidelines and directions to ensure the policies related to curriculum, instruction, pupil personnel services, personnel, budget and business affairs are carried out.
- e. Report regularly to the Board information regarding student learning and an analysis of student learning, student achievement, and test scores.
- f. Review policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion or modification.
- g. Evaluate employees directly accountable to the Superintendent and oversee the employees as defined by California law and Board policy.
- h. Provide leadership and direction in planning and financing school facilities to meet growth needs.
- i. Advise the Board and make recommendations regarding possible sources of funds that may be available to implement present or contemplated district programs.
- j. Establish and maintain an effective community relations program including effective relationships with the media.
- k. Communicate openly, systematically and in a timely manner to the Board, staff and the community, and promptly inform the Board of critical issues or incidents.

- 1. Provide educational leadership to ensure quality teaching and learning.
- m. Perform other duties and functions as assigned or required by the Board.

#### 5. **Board - Superintendent Relations**

The Board shall provide the Superintendent periodic opportunities to discuss Board-Superintendent relationships as they relate to the Superintendent's productivity and the effectiveness of the Superintendent's leadership.

The Board shall hold the Superintendent responsible for operations, personnel, and student achievement and is accountable to manage the District consistent with the approved policies that establish the Board's expectancies, and what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the Superintendent.

The Board shall hold the Superintendent responsible for operations, personnel, and student achievement and for managing the District to meet the Board's expected outcomes including the provision of data from which the Board can evaluate the District's achievements.

# 6. Evaluation

The Board shall evaluate the performance of the Superintendent and the working relationship between the Superintendent and the Board once each year, commencing on or about April 5<sup>th</sup>, and concluding no later than June 15<sup>th</sup>. Evaluations shall be based upon the Superintendent's performance of duties and responsibilities contained in the Superintendent's job description and written goals and objectives that will include operations, personnel, and student achievement established by mutual agreement between the Board and Superintendent no later than June 30<sup>th</sup> of each year. A mid-year informal progress assessment shall take place prior to January 31<sup>st</sup> of each year.

# 7. Salary

The District shall pay the Superintendent an annual salary of three hundred sixty-seven thousand, eight hundred thirty-three dollars (367,833) payable in twelve (12) equal monthly payments. Subject to a satisfactory evaluation for the immediate preceding year, the Superintendent shall receive an annual step advancement, first commencing July 1, 2022, and each July 1 thereafter, of not less than three (3) percent, in accordance with District practices and procedures applicable to other certificated management personnel. When only a portion of a year is served, compensation shall be prorated. For subsequent years of this Contract, the Superintendent salary in no case will it be less than the previous year's salary. Any adjustment in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination of this Contract.

The Superintendent shall receive the same general or across-the-board salary

increase provided by the Board to other employee groups of the District.

#### 8. Fringe Benefits. Professional Schedule and Vacation

The Superintendent shall have a work year of two hundred twenty-four (224) days of full and regular service to the District during each annual period covered by this Contract or a portion thereof; provided, however, that the Superintendent shall be entitled to twenty-four (24) days of annual vacation with pay, exclusive of holidays defined in Sections 37220, 37220.5, and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District.

In the event of termination of this Contract, the Superintendent shall be entitled to compensation for unused vacation at a salary rate effective during the school year in which the vacation credit was earned. The Superintendent is entitled to sell back up to thirty (30) days of unused vacation annually. In no case shall more than 60 days of unused vacation be paid at the expiration or termination of this Contract.

The Superintendent shall be entitled to an annual stipend of four (4) percent of his annual salary for a doctoral degree which is payable in twelve (12) equal payments.

The Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other District certificated management employees. Longevity stipend shall be applied to his annual salary which is payable in twelve (12) equal payments.

The Superintendent and eligible dependent shall be provided all health and insurance benefits which are provided to District certificated management employees.

The District shall provide retiree medical insurance coverage for the Superintendent and his eligible dependent, up to the certificated management benefit cap, if the Superintendent is fifty-five or older and has been in full-time employment status for ten (10) years immediately preceding his retirement or separation from the District. Such insurance coverage will be the same as that available to active certificated management employees of the District.

The Superintendent shall be provided with two days per month sick leave annually. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

# 9. Expenses

#### a. <u>District-Related Expenses and Travel</u>

The District shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District. The Superintendent will submit itemized claims or invoices for such expenses and such items claimed must be a proper use of District funds.

# b. <u>Professional Meetings</u>

The Superintendent may attend professional meetings at the local, county, and state levels. Prior approval of the Board shall be obtained when the Superintendent attends national functions. All actual and necessary expenses of attendance at local, county, state and national meetings shall be paid by the District. In case of emergency attendance requirement, the President of the Board shall be notified, and the expenses will be ratified at the next appropriate Board meeting.

#### c. Outside Professional Activities

The Superintendent may engage in outside professional activities, such as consulting, speaking, and writing, provided such activities do not interfere with the Superintendent's duties, and may be subject to prior Board approval.

#### 10. Termination of Contract

The Superintendent may terminate his obligations under this Contract by providing the Board a minimum of a thirty (30) day written notice.

This Contract shall terminate upon the occurrence of any of the following events:

- a) Upon mutual written agreement of the Board and the Superintendent.
- b) Death of the Superintendent terminates this Contract immediately. In such event, all salary and monetary amounts due the Superintendent at the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent.
- c) Termination for Cause: This Contract and the services of the Superintendent may be terminated by the Board at any time for any grounds enumerated in Education Code Section 44932. The Board shall not terminate this Contract under this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board, at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Superintendent shall have the right at his own expense, to have a representative of his choice at the conference with the Board.

d) Termination Without the Necessity of Cause: The Board, at its sole discretion and without the need for any cause, may, upon giving thirty (30) days written notice to the Superintendent, terminate this Contract by a two-thirds vote. Prior to the Board's termination of this Contract, the Superintendent shall have an opportunity to discuss the proposed termination without cause with the Board in closed session. In consideration for the exercise of this right, the Board shall pay to Superintendent from the date of termination until the expiration of this Contract, or for a period of twelve (12) months, whichever is less, a sum equal to the Superintendent's salary at the rate in effect during the Superintendent's last month of service. Payments to the Superintendent shall be made on a monthly basis unless the parties agree in writing otherwise. For purpose of this Contract, the term "salary" shall include the Superintendent's regular monthly salary. All payments made pursuant to this termination without cause provision shall be subject to applicable deduction (i.e. STRS NTX, Medicare) and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay. Upon termination under the paragraph 10(d), the Superintendent shall continue to be eligible to participate in the District's health benefit programs (medical, dental and vision) for the same period as the payment of salary described herein and under the same terms set out in Section 8 of this Contract.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code Section 53260, et seq.

e) Notwithstanding any provisions hereunder termination for cause or without cause, should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statue and the rules and policies of the Board, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to further serve in his position of employment, this Contract may be terminated by the Board.

#### 11. Abuse of Office

Notwithstanding any other provisions of this Contract and as mandated by Government Code Section 53243, et seq., in the event the Superintendent is convicted of a crime constituting "abuse of office", the Superintendent shall reimburse the District to the fullest extent mandated by Government Code Section 53243, et seq., (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payment barred by Government Code Section 53243, et seq.

#### 12. Indemnification

Unless there is a finding of criminal action, actual fraud, corruption or actual malice, in accordance with the provisions of Government Code Section 825 and 995, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal preceding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Contract.

# 13. Statement Required by Government Code Section 53260

Regardless of the term of this Contract, if this Contract is terminated, the maximum cash settlement that the Superintendent may receive shall be in an amount equivalent to his monthly salary multiplied by the number of months left on the unexpired term of this Contract, not to exceed twelve (12) months.

# 14. Action at Open Session of Regular Meeting

Pursuant to Government Code Sections 54956(b) and 54957.6(b), this Contract shall be approved in an open session of a regular meeting of the Board of Education.

#### 15. Savings Clause

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

# 16. Renewal

If the Board determines not to renew this Contract it shall provide the Superintendent with written notice of such decision no later than March 15<sup>th</sup> of the final year of this Contract.

# 17. Complete Agreement

This Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Contract on the day and year above written.

# BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

	Sonja Shaw, President	
	Jonathan Monroe , Vice President	
	Andrew Cruz, Clerk	
	James Na, Member	
	Donald L. Bridge, Member	
	is offer of employment and agree to comply luties of employment of Superintendent of	
District.		
Norman P. Enfield,	, Ed.D.	Date of Acceptance

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

SUBJECT: COMPENSATION INCREASE FOR THE BOARD OF EDUCATION,

**EFFECTIVE MAY 3, 2024** 

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# **BACKGROUND**

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

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

# RECOMMENDATION

It is recommended the Board of Education approve a 5% compensation increase for the Board of Education, effective May 3, 2024.

#### FISCAL IMPACT

An ongoing fiscal impact is \$400.00 to the General Fund.

NE:LF:jw

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

**PREPARED BY:** Lea Fellows, Associate Superintendent, Human Resources

SUBJECT: CONSIDERATION AND APPROVAL OF EMPLOYMENT

CONTRACTS FOR DEPUTY SUPERINTENDENT OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE ASSISTANT SUPERINTENDENT, CURRICULUM, INSTRUCTION,

INNOVATION, AND SUPPORT

\_\_\_\_\_

#### **BACKGROUND**

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

The approval of the employment contracts for the Deputy Superintendent and the Assistant Superintendent of Curriculum, Instruction, Innovation, and Support is the outcome of an Executive Cabinet re-organization, which involves the elimination of the Associate Superintendents of CIIS and the Division of Human Resources positions. The restructuring is reflected in the fiscal impact, representing savings for the District.

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

# RECOMMENDATION

It is recommended the Board of Education consider and approve the proposed contracts of employment for Grace Park, Ed.D., as the Deputy Superintendent of Chino Valley Unified School District, effective July 1, 2024, and Tracy Freed, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support effective July 1, 2024.

# **FISCAL IMPACT**

Fiscal impact is an annual savings to the general fund of \$62,000.00.

NE:LF:jw

#### CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT

#### between the

# **BOARD OF EDUCATION**

of the

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT

#### County of San Bernardino, California

and

# Grace Park, Ed.D.

# 1. OFFER

This contract is entered into this 2<sup>nd</sup> day of May 2024, by the Board of Education of the Chino Valley Unified School District ("District") and Grace Park, Ed.D. The District hereby employs Grace Park, Ed.D. as Deputy Superintendent for a term beginning July 1, 2024, and ending June 30, 2028. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Deputy Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent.

#### 2. SALARY

The Deputy Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Deputy Superintendent shall be Range 8 STEP 1, two hundred sixty-one thousand, eighty-seven dollars (\$261,087.00), The Deputy Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

# 3. DOCTORAL STIPEND

The Deputy Superintendent shall be entitled to an annual stipend of four (4%) percent of her annual salary for a doctoral degree which is payable in twelve (12) equal payments.

# 4. **LONGEVITY**

The Deputy Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

#### 5. FRINGE BENEFITS

The Deputy Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Deputy Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her costs of using her personal vehicle for District business.

# 6. ORGANIZATIONAL MEMBERSHIP

The District shall pay full dues for the Deputy Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Deputy Superintendent.

#### 7. SALARY CHANGE

The Board of Education reserves the right to modify the annual salary rate of the Deputy Superintendent's contract, provided that the salary shall not be decreased without the Deputy Superintendent's consent.

#### 8. VACATIONS AND SICK LEAVE

The Deputy Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Deputy Superintendent shall be entitled to twenty-four (24) days vacation according to District policy. The Deputy Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Deputy Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed 56

days. The Deputy Superintendent will be entitled to twenty-two (22) days of earned sick

leave per year.

9. CONDITIONS

This contract is subject to all applicable laws of the State of California and to the lawful rules

and regulations of the California State Board of Education and the Board of Education of

the District. Said laws, rules, and regulations are hereby made a part of the terms and

conditions of this contract, as though herein set forth.

10. RENEWAL

In the event the Board determines not to renew this contract, written notice shall be given to

the Deputy Superintendent no later than March 15th of the final year of the contract.

11. TERMINATION FOR CAUSE

The District may terminate this contract at any time for cause, pursuant to the California

Education Code. In the event of termination for cause, the District shall have no obligation

to pay remaining salary or benefits, except for that salary or benefits accrued by the Deputy

Superintendent through the effective date of said termination.

12. EARLY TERMINATION BY DEPUTY SUPERINTENDENT

The Deputy Superintendent may terminate her obligations under this contract by giving the

District at least thirty (30) days written notice in advance of said termination in which case

she shall receive her salary and benefits during said period unless the parties mutually agree

in writing to other provisions.

13. EVALUATION

The Deputy Superintendent shall report to, and be directly responsible to the Superintendent.

The Superintendent shall evaluate and assess in writing the performance of the Deputy

Superintendent at least once a year during the term of this agreement. Said evaluation and

assessment shall be reasonably related to the job description of the Deputy Superintendent

and the goals and objectives of the District.

# 14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Deputy Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Deputy Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Deputy Superintendent,) beginning no later than the effective date of termination, the base salary the Deputy Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Deputy Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

# 15. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the District if the Deputy Superintendent is convicted of a crime involving an abuse of her office or position.

#### 16. ACTION AT OPEN SESSION OF REGULAR MEETING

Pursuant to Government Code sections 54956(b) and 54957.6(a), this Contract shall be approved in an open session of a regular meeting of the Board of Education.

# 17. SAVINGS CLAUSE

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### 18. COMPLETE AGREEMENT

This Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Deputy Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,

County of San Bernardino, California

Sonja Shaw, President	Date
Johathan Monroe, Vice President	Date
Andrew Cruz, Clerk	Date
Donald L. Bridge, Member	 Date
James Na, Member	Date
SIGNATURE OF THE DEPUTY SUPEI	RINTENDENT
Grace Park, Ed.D.	 Date

# CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT between the

#### **BOARD OF EDUCATION**

#### of the

# CHINO VALLEY UNIFIED SCHOOL DISTRICT County of San Bernardino, California

#### and

# Tracy Freed, Ed.D.

#### 1. OFFER

This contract is entered into this 2<sup>nd</sup> day of May 2024, by the Board of Education of the Chino Valley Unified School District ("District") and Tracy Freed. The District hereby employs Tracy Freed as Assistant Superintendent, Curriculum, Instruction, Innovation and Support ("Assistant Superintendent") for a term beginning July 1, 2024, and ending June 30, 2028. This contract may be extended annually, subject to the terms and conditions hereinafter set forth below, and subject to the Assistant Superintendent receiving a satisfactory job performance evaluation on or before March 1<sup>st</sup> of each calendar year by the Superintendent or designee.

#### 2. SALARY

The Assistant Superintendent shall be afforded the same opportunity to STEP on the salary schedule as all other employees of the District. The annual salary of the Assistant Superintendent shall be Range 12 STEP 1, one hundred ninety thousand, seven hundred seventy-six dollars (\$190,777.00), payable in twelve (12) equal payments. The Assistant Superintendent shall receive an annual salary increase that is not less than the percentage increase granted to the other management employees of the District.

#### 3. DOCTORAL STIPEND

The Assistant Superintendent shall be entitled to an annual stipend of four (4%) percent of her annual salary for a doctoral degree which is payable in twelve (12) equal payments.

#### 4. LONGEVITY

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's longevity program as all other management employees, which is payable in twelve (12) equal payments.

#### 5. FRINGE BENEFITS

The Assistant Superintendent shall be afforded the same opportunity to participate in the District's benefit program as all other management employees. The Assistant Superintendent shall receive five hundred fifty dollars (\$550.00) a month to defray her cost of using her personal vehicle for District business.

#### 6. ORGANIZATIONAL MEMBERSHIP

The District shall pay full dues for the Assistant Superintendent's membership in the Association of California School Administrators (ACSA) or one other as deemed appropriate by the Assistant Superintendent.

#### 7. SALARY CHANGE

The Board of Education reserves the right to modify the annual salary rate of the Assistant Superintendent's contract, provided that the salary shall not be decreased without the Assistant Superintendent's consent.

# 8. VACATIONS AND SICK LEAVE

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that the Assistant Superintendent shall be entitled to twenty-four (24) vacation days according to District policy. The Assistant Superintendent is entitled to cash out up to thirty (30) days of unused vacation annually. In the event of termination of employment, the Assistant Superintendent shall be entitled to compensation for unused vacation at the salary range effective during the school year in which the vacation credit was earned, not to exceed

56 days. The Assistant Superintendent will be entitled to twenty-two (22) days of earned sick leave per year.

#### 9. CONDITIONS

This contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Board of Education of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract, as though herein set forth.

#### 10. RENEWAL

In the event the Board determines not to renew this contract, written notice shall be given to the Assistant Superintendent no later than March 15th of the final year of the contract.

#### 11. TERMINATION FOR CAUSE

The District may terminate this contract at any time for cause, pursuant to the California Education Code. In the event of termination for cause, the District shall have no obligation to pay remaining salary or benefits, except for that salary or benefits accrued by the Assistant Superintendent through the effective date of said termination.

#### 12. EARLY TERMINATION BY ASSISTANT SUPERINTENDENT

The Assistant Superintendent may terminate her obligation under this contract by giving the District at least thirty (30) days written notice in advance of said termination in which case she shall receive her salary and benefits during said period unless the parties mutually agree in writing to other provisions.

#### 13. EVALUATION

The Assistant Superintendent shall report to, and be directly responsible to the Superintendent or designee. The Superintendent or designee shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of this agreement. Said evaluation and assessment shall be reasonably related to the job

description of the Assistant Superintendent and the goals and objectives of the District.

# 14. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53260

The Board, at its sole discretion and without the need for any cause, may, upon giving forty-five (45) days written notice to the Assistant Superintendent, terminate this Agreement. If the Board elects this option to terminate the Agreement, the District shall pay the Assistant Superintendent in one lump-sum payment or equal monthly payments (at the selection of the Assistant Superintendent,) beginning no later than the effective date of termination, the base salary the Assistant Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of eighteen months of salary. The Assistant Superintendent shall also receive the same District paid medical, dental, and vision insurance for the same period of time in accordance with Government Code 53261.

# 15. STATEMENT REQUIRED BY GOVERNMENT CODE SECTION 53243.2

If this contract is terminated any cash settlement related to the termination shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of her office or position.

#### 16. ACTION AT OPEN SESSION OF REGULAR MEETING

Pursuant to Government Code sections 54956(b) and 54957.6(a), this contract shall be approved in an open session of a regular meeting of the Board of Education.

# 17. SAVING CLAUSE

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

# 18. COMPLETE AGREEMENT

The Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Assistant Superintendent.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR CONTRACT ON THE DATE INDICATED, UPON ACTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT.

SIGNATURES OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT,

County of San Bernardino, California

Sonia Charry Dusaidant	Data
Sonja Shaw, President	Date
Jonathan Monroe, Vice President	 Date
onuman naomoo, viee i resident	Duce
Andrew Cruz, Clerk	Date
Donald L. Bridge, Member	Date
James Na, Member	Date
SIGNATURE OF THE ASSISTANT SUPERIN INSTRUCTION, INNOVATION AND SUPPO	
Гracv Freed, Ed. D.	Date

# CHINO VALLEY UNIFIED SCHOOL DISTRICT Our Motto:

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources

SUBJECT: RESOLUTION 2023/2024-52, TERMINATED SERVICES OF

CLASSIFIED EMPLOYEE FOR LACK OF WORK AND/OR LACK OF

**FUNDS** 

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# **BACKGROUND**

On February 15, 2024, the Chino Valley Unified School District Board of Education adopted Resolution 2023/2024-40 to reduce or eliminate services and resulting in the layoff of classified employees by no later than the end of the 2023/2024 school year. The Nutrition Services Eligibility Program is being discontinued, as such the classified position supporting this program is no longer needed. This requires the elimination of one (1) full time position for the 2024/2025 school year.

Resolution 2023/2024-52 outlines the recommendation for discontinued services.

# **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2023/2024-52, Termination of services of a classified employee for lack of work and/or lack of funds, Pursuant to Education Code 45117 and 45298.

#### FISCAL IMPACT

\$84,542.00 annual savings to the Nutrition fund.

NE:LF:JD:JO:jw

# Chino Valley Unified School District Resolution 2023/2024-52

# Resolution Terminating Services of Classified Employees For Lack of Work and/or Lack of Funds

**WHEREAS,** on February 15, 2024, the Chino Valley Unified School District Board of Education adopted Resolution No. 2023/2024-40 to reduce or eliminate services and resulting in the layoff of classified employees by no later than the end of the 2023-2024 school year, as described and set forth in that Resolution;

WHEREAS, on or before March 15, 2024, and after the Board of Education was informed of the recommendation that affected the classified employee, as identified below, receive notice that her services will not be required for the ensuing school year, the Superintendent's designated representative served notice on the affected classified employee that it has been recommended that her services will not be required for the ensuing 2024-2025 school year pursuant to Education Code sections 45117 and 45308 (referred to herein as a "preliminary layoff notice");

**WHEREAS**, the preliminary layoff notice advised the recipient that she could request a hearing to determine if there was cause for not reemploying her for the ensuing 2024-2025 school year, and that a failure to timely request a hearing shall constitute a waiver of her right to a hearing and her services will accordingly be terminated pursuant to the recommendation without a hearing;

**WHEREAS,** the recipient did not request a hearing within the time allowed and therefore waived any rights to a hearing, and the jurisdictional and statutory prerequisites have thus been satisfied as required by law;

WHEREAS, no hearing was scheduled in this matter;

**WHEREAS,** Education Code section 45117, subdivision (c), provides that the Board of Education shall make the final determination as to the sufficiency of the cause and disposition of the layoff;

**WHEREAS**, the jurisdictional and statutory prerequisites have been satisfied as to the individual named in the Final Layoff List attached hereto, to the extent required by law; sufficient cause exists for such employee's termination/change of employment after consideration of facts including but not limited to the employee's length of service and scope of qualifications; and that cause relates to the lack of work and/or lack of funds thereof within the meaning of Education Code section 45117 and 45308, subdivision (a), to the extent that provision applies; and

**WHEREAS**, the services of no permanent or other classified employee are being terminated while any probationary or other classified employee with less seniority is being retained to render a service which the permanent or other employee is competent to render, within the meaning of, and except as permitted by, Education Code section 45308;

**WHEREAS,** rights to reemployment pursuant to Education Code section 45117 and/or 45308 shall be provided to the classified employee whose services are terminated as a result of this layoff.

**WHEREAS,** Education Code section 45117, subdivision (c)(3)(A), requires final Board action and notifications to employees by no later than May 14, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the employment of classified employee, Celeste Rodriguez, is hereby terminated or changed as noted effective upon the close of the current fiscal year (i.e., the end of such employee's last working day prior to July 1, 2024);

**BE IT FURTHER RESOLVED** that this decision is effective immediately and that the classified employee be given appropriate notice by the Superintendent or his designee, of the layoff/reduction of their hours due to lack of work and/or lack of funds to take effect upon the close of this school year, with notices being given on or before May 14, 2024, in the manner prescribed in Education Code section 45117;

**BE IT FURTHER RESOLVED** that reemployment rights be afforded in accordance with the Education Code, if and when reemployment is offered and to the extent any reemployment rights are applicable to any of the above-referenced employees.

**PASSED AND ADOPTED** by the Board of Education of the Chino Valley Unified School District on May 2, 2024, by the following vote:

Bridge:	
Cruz:	
Monroe:	
Na:	
Shaw:	

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

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

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources

SUBJECT: RESOLUTION 2023/2024-49, DAY OF THE TEACHER/DÍA DEL

**MAESTRO** 

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#### **BACKGROUND**

The Legislature of the State of California has declared Wednesday, May 8, 2024, as Day of the Teacher/Día del Maestro. Resolution 2023/2024-49 supports this statewide effort to recognize the significant contributions of teachers to our society.

The Day of the Teacher/Día del Maestro is co-sponsored by the California Teachers Association and the Association of Mexican-American Educators (AMAE). During the early 1970s, AMAE adopted the Mexican tradition of annually recognizing members of the teaching profession and began organizing appropriate events throughout the state. In 1982, a bill was adopted and became California law; it called for a Day of the Teacher/Día del Maestro to be observed.

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

#### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2023/2024-49, Day of the Teacher/Día del Maestro.

#### FISCAL IMPACT

None.

NE:LF:JD:JO:jw

#### Chino Valley Unified School District Resolution 2023/2024-49 Day of the Teacher/Día del Maestro

- **WHEREAS**, by nature California teachers are proven leaders in bringing inventive practices and creativity into their classrooms every day;
- **WHEREAS**, California teachers have many extraordinary skills that they pull from to reach and teach students;
- **WHEREAS,** California teachers fill many roles, as listeners, explorers, role models, motivators and mentors;
- **WHEREAS**, California teachers work to open students' minds to ideas, knowledge and dreams;
- **WHEREAS**, California teachers have protected and given their lives for their students;
- **WHEREAS,** California has produced the thinkers, the scientists, the inventors, the technicians, and the engineers that have led our state to become the eighth largest economy in the world;
- **WHEREAS,** California teachers continue to influence us long after our school days are only memories;
- **WHEREAS,** California teachers advocated for and currently provide the public education all students deserve;
- **WHEREAS,** California owes much of its success to its public schools, colleges and universities that produce scholars, thinkers, and an educated workforce; and
- **WHEREAS**, the theme of the 41<sup>st</sup> annual California Day of the Teacher on May 8<sup>th</sup> is "California Educators United for Our Students".
- **NOW, THEREFORE, BE IT RESOLVED** the Chino Valley Unified School District hereby proclaims Wednesday, May 8, 2024, as "California Day of the Teacher/Día del Maestro." The Board of Education urges all citizens to observe this day by taking time to remember and honor those who give the gift of knowledge through teaching.
- **APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 2<sup>nd</sup> day of May 2024.

Bridge: Cruz: Monroe: Na: Shaw:	
Education, do hereby certify the Resolution passed and adopted	ry of the Chino Valley Unified School District Board of at the foregoing is a full, true, and correct copy of the by said Board at a regularly scheduled and conducted Resolution is on file in the office of said Board.
	Norm Enfield, Ed.D., Superintendent Secretary, Board of Education

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

FROM: Norm Enfield, Ed.D, Superintendent

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

Joe Durkin, Director, Human Resources Jaime Ortega, Director, Human Resources

SUBJECT: RESOLUTION 2023/2024-50, CLASSIFIED SCHOOL EMPLOYEE

WEEK/SEMANA DE EMPLEADO CLASIFICADO DE ESCUELA

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#### **BACKGROUND**

Classified School Employee Week began as a resolution at the California School Employees Association's Annual Conference in 1984. Two years later, it was adopted as California Senate Bill 1552 and decreed to be an official recognition of classified school employees.

When the legislature passed the law making the third full week of every May, Classified School Employee Week/Semana de Empleado Clasificado de Escuela, it brought to light classified workers' many contributions to education in California. The signing of the law was also a testament to the importance of the work being performed by classified employees who help to shape the future for California's children.

The week of May 19-25, 2024, is recognized throughout the State as Classified School Employee Week/Semana de Empleado Clasificado de Escuela. Resolution 2023/2024-50, supports this statewide effort to recognize the contributions of more than 1,000 classified employees in the Chino Valley Unified School District.

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

#### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2023/2024-50, Classified School Employee Week/Semana de Empleado Clasificado de Escuela.

#### **FISCAL IMPACT**

None.

NE:LF:JD:JO:jw

#### Chino Valley Unified School District Resolution 2023/2024-50

#### Classified School Employee Week/Semana de Empleado Clasificado de Escuela

**WHEREAS**, the services provided by classified school employees are an essential and integral part of an effective and efficient public school system;

**WHEREAS**, the services provided by classified school employees meet the needs of children and teachers by maintaining a safe, clean, healthy, and positive environment for all students and employees;

**WHEREAS**, the services provided by classified school employees strive to fulfill the District's motto of "Student Achievement, Safe Schools, and Positive School Climate, Humility, Civility, and Service;"

**WHEREAS**, all classified employees regardless of their specific duties and responsibilities are partners in providing the community with educational opportunities for all students.

**NOW, THEREFORE, BE IT RESOLVED** the Chino Valley Unified School District hereby acknowledges and honors the contributions of all classified employees regarding their contributions toward achieving excellence in education in California and in the District, and designates the week of May 19-25, 2024, as Classified School Employee Week/Semana de Empleado Clasificado de Escuela in the Chino Valley Unified School District.

**BE IT FURTHER RESOLVED** the Board of Education calls on the community to join with it in expressing sincere appreciation to our classified employees for a job well done.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 2<sup>nd</sup> day of May 2024.

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

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

**DATE:** May 2, 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: PROCLAMATION FOR NATIONAL SCHOOL NURSE DAY ON

**MAY 8, 2024** 

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#### **BACKGROUND**

National School Nurse Day was created in 1972 to recognize school nurses and to encourage a better understanding of their role in the educational setting. This day is celebrated on the Wednesday within National Nurse Week, and this week is May 6 through May 12, 2024.

National School Nurse Day highlights the school nurse's vital role in advocating for students' health and safety. This day also urges school communities to work with their school nurse to stay informed on public health issues, and health related research and policies for the well-being and safety of our students.

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

#### RECOMMENDATION

It is recommended the Board of Education adopt the proclamation for National School Nurse Day on May 8, 2024.

#### FISCAL IMPACT

None.

NE:FF:JD:JO:jw

# Chino Valley Unified School District Proclamation National School Nurse Day May 8, 2024

**WHEREAS,** students are the future and, by investing in them today, we are ensuring our world for tomorrow;

**WHEREAS,** all students have a right to have their health needs safely met while in the school setting;

**WHEREAS,** children today face more complex and life-threatening health problems requiring care in school;

**WHEREAS,** school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by providing a critical safety net for our nation's most fragile children;

**WHEREAS,** school nurses act as a liaison to the school community, parents/guardians, families, and health care providers on behalf of children's health;

**WHEREAS**, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

**WHEREAS**, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Education of the Chino Valley Unified School District celebrates the accomplishments of school nurses everywhere and their efforts of meeting the needs of today's student by improving the effective delivery of health care in our schools and shows gratitude for the nation's school nurses, not just on this National School Nurse Day, but at every opportunity throughout the year.

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

#### CHINO VALLEY UNIFIED SCHOOL DISTRICT

## REGULAR MEETING OF THE BOARD OF EDUCATION April 18, 2024

#### **MINUTES**

#### I. OPENING BUSINESS

#### I.A. CALL TO ORDER – 4:50 P.M.

#### 1. Roll Call

Vice President Monroe called to order the regular meeting of the Board of Education, Thursday, April 18, 2024, at 4:50 p.m. with Bridge, Cruz, Monroe present. Mrs. Shaw and Mr. Na were absent during closed session.

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

## 2. Public Comment on Closed Session Items None.

#### 3. Closed Session

Vice President Monroe adjourned to closed session at 4:50 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: Director, Assessment and Instructional Technology and Director, Maintenance and Operations; 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

Vice President Monroe reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Monroe present, Shaw present remotely, and Na absent. Mrs. Shaw participated remotely and confirmed that the agenda was appropriately placed at the remote location. The Board met in closed session from 4:50 p.m. to 5:28 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: Director, Assessment and Instructional Technology and Director, Maintenance and Operations; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. The Board voted to appoint Joseph Duarte as Director of Assessment and Instructional Technology. With a vote of 3-0 with Bridge, Cruz, and Monroe voting yes. Mrs. Shaw and Mr. Na were absent during closed session. No further action was taken that required public disclosure.

#### 2. <u>Pledge of Allegiance</u> Led by Jonathan Monroe.

#### I.C. RECOGNITION

#### 1. National Model PLC at Work District

City of Chino Mayor Ulloa congratulated the District for being a model Professional Learning Community at Work District and presented a certificate; Vice President Monroe said Councilman Bennett was to present a certificate and has taken ill and could not attend, and thanked Mayor Ulloa and the city of Chino Hills; Jessica Rodgers, State Office Executive Director for Solution Tree, presented the National Model PLC at Work District award.

#### I.E. STAFF REPORT

#### 1. Local Control and Accountability Plan: State Priorities 3 & 6

Dr. Grace Park, Associate Superintendent, CIIS, presented to the Board the 4<sup>th</sup> LCAP update on the progress of state priorities 3 & 6 which are used in part to gauge the progress for LCAP Goal 2 using the state adopted reflection tool; Dr. Todd Finkbiner, Director, Access & Equity, reviewed evaluation on the District's progress with the 3 promising practices for parent involvement and family engagement using the self-reflection tool; and Dr. Katrina Gomez, Director, Health Services, highlighted student perceptions of school safety and connectedness gathered from the District's K-12 Insight School Quality Survey.

#### I.F. COMMENTS FROM STUDENT REPRESENTATIVE

Chloe Kubeldis, student representative, congratulated Ayala HS color guard for their performance and earning title 2024 Scholastic Open Class World Champions; wished good luck to Ayala HS and Chino Hills HS drumline as they compete in the WGI World Tournament this week to defend their titles; shared that Chino HS recently had their Silver Spur Ceremony that recognizes outstanding students; shared that Chino Hills HS is looking forward to their Spring Sports Rally; and shared that Don Lugo HS was recently honored with the Outstanding Leadership Program award by CASL

(California Association of Student Leaders) making this their 28<sup>th</sup> consecutive year winning this award.

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

Brenda Walker, A.C.T. President, thanked Solution Tree and the District for recognizing the work that members do to ensure student success, said every educator works tirelessly by collaborating to meet student needs, and they appreciate the acknowledgement; publicly thanked school community for the outpouring of support for members during negotiations, said they came to an agreement with the District, members are in the process of voting whether to ratify the agreement or not, and said if the agreement is ratified they hope the school Board votes favorably to approve it; shared that one area the Association will continue to need support is Special Education, and listed the areas they feel still need attention in Special Education; said they hope the District will come back to the table next year and negotiate in good faith to show respect for the work that Special Education teachers do, and said student success depends on it.

Emily Lao, CHAMP President, said she is beyond happy by being named a model PLC school district, said the Professional Learning Community model stems from a belief that education is not to ensure students are taught but rather to ensure that students learn what is being taught, compared traditional teaching with the PLC model, said the shift from a focus on teaching to a focus on student learning has a profound impact, said following the PLC model is a commitment from every school employee collectively, spoke about being proud of this endeavor, and congratulated Chino Valley Model PLC school district.

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

The following individuals addressed the Board: Claudia Cruz regarding SPED conference period; Lisa G. regarding speaking times; Sara Omari regarding lack of CVUSD leadership; Margery L. Melvin regarding course cultural experiences in America; Judith Eckert regarding project based learning brain balance therapy pixel impact online learning; Amanda Swager regarding TA thanks, celebration; Len Beckman regarding working together for our teens; Jorge L. Olmos regarding new school lines for Cal Aero; Glory Ciccarelli regarding African American History; and Jacqueline Cortes regarding teacher concerns.

#### I.F. CHANGES AND DELETIONS

There were no changes or deletions.

#### II. CONSENT

Sara Omari addressed the Board on item II.A.1. Moved (Bridge) seconded (Shaw) carried (4-0, Na absent) to approve the consent items. Student representative voted yes.

#### II.A. ADMINISTRATION

#### II.A.1. Minutes of the March 21, 2024 Regular Meeting

Approved the minutes of the March 21, 2024 regular meeting.

#### II.B. BUSINESS SERVICES

#### II.B.1. Warrant Register

Approved/ratified the warrant register.

#### II.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

#### II.B.3. Donations

Accepted the donations.

#### II.B.4. <u>Legal Services</u>

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

## II.B.5. Resolution 2023/2024-48, Temporary Borrowing Between Funds of the School District

Adopted Resolution 2023/2024-48, Temporary Borrowing Between Funds of the School District.

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

#### II.C.1. Student Readmission Case 22/23-31

Approved student readmission case 22/23-31.

#### II.C.2. School Sponsored Trips

Approve/ratified the school-sponsored trips for Rhodes ES and Chino HS.

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

#### II.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

#### II.D.3. Surplus/Obsolete Property

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

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

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

## II.D.5. Resolution 2023/2024-44, 2023/2024-45, and 2023/2024-47 Authorization to Utilize a Piggyback Contract

Adopted Resolution 2023/2024-44, 2023/2024-45, and 2023/2024-47 Authorization to Utilize Piggyback Contract.

## II.D.6. <u>Change Order For Bid No. 22-23-08f, Preserve II School – New</u> Construction, BP 03-01

Approved the Change Order For Bid No. 22-23-08f, Preserve II School – New Construction. BP 03-01

## II.D.7. Notice of Completion for Resolution 2023/2024-14, Emergency Fire Alarm System Replacement at Liberty ES

Approved the Notice of Completion for Resolution 2023/2024-14, Emergency Fire Alarm System Replacement at Liberty ES.

## II.D.8. Resolution 2023/2024-46, Revision of 2016 Long Range Facilities Master Plan

Adopted Resolution 2023/2024-46, Revision of 2016 Long Range Facilities Master Plan.

## II.D.9. <u>Award Of Bid No. 23-24-14I, Don Lugo HS MPR Sound & Lighting System Replacement</u>

Awarded Bid No. 23-24-14I, Don Lugo HS MPR Sound & Lighting System Replacement.

# II.D.10. Change Order and Notice Of Completion for 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

Approved the Change Order and Notice of Completion for 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.

# II.D.11. Change Order for Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES Administration Relocation Group B, Bid Category 3 Approved the Change Order for Bid No. 22-23-23F, Glenmeade ES, Litel ES, and Oak Ridge ES Administration Relocation Group-B, Bid Category 3.

#### II.E. HUMAN RESOURCES

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

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

#### II.E.2. Rejection of Claims

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

#### III. INFORMATION

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

#### III.A.3. 2023/2024 First Semester Student Expulsion Report

Received for information the 2023/2024 First Semester Student Expulsion Report.

#### III.A.1. New Course: Advanced Cybersecurity Honors

Received for information the new course Advanced Cybersecurity Honors.

#### III.A.2. New Course: Health, Wellness, and Heart Rate Training

Received for information the new course Health, Wellness, and Heart Rate Training.

## III.A.4. <u>Williams Settlement Legislation Quarterly Uniform Complaint Report</u> Summary for January through March 2024

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for January through March 2024.

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

## III.B.1. Results of the Measure G Series 2024D General Obligation Bond Sale and Measure M Series 2014 General Obligation Refunding Bonds

Received for information the results of the Measure G Series 2024D general obligation bond sale and Measure M Series 2014, general obligation refunding bonds.

#### IV. COMMUNICATIONS

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

Don Bridge spoke about events he attended as a liaison from this Board; spoke about Baldy View ROP all day special meeting of the commission to review the ROP vision and mission statement, core values, strategic goals; attended the Baldy View ROP Student Success Awards Ceremony held in Upland HS, was pleased to see we had 77 students from our District high schools recognized with awards and additional 7 who received scholarship and service award honors at the ceremony; spoke about attending the Chino Hills Parks and Recreation Commission meeting as the ex officio member from this Board, was pleased to get a report on the teen advisory board which was started last year and Chloe has been a part of that, spoke about receiving a standing report, and spoke about looking forward to a presentation at their future meetings; said he attended the Cattle ES D.A.R.E. graduation, and is glad to see that program back in the District; and shared that this week was Public School Volunteer Week, and added congratulations and thanked all of our wonderful volunteers for what they do in this District.

Andrew Cruz asked for follow up with Jorge Olmos regarding his son, spoke about being proud of what he did, and said that is what his dad would have done; attended the Reach for the Stars Art Show where 209 kids showed up, spoke about a 6<sup>th</sup> grade student who was the announcer being amazing, spoke about the event being the 4<sup>th</sup> annual and it is getting bigger and bigger, said it was fantastic and thanked Dr. Enfield; provided event background and dressed the part to announce the upcoming Family Fish Wildlife event, and read additional details from the flyer.

Sonja Shaw extended her deep appreciation for the opportunity to engage in site visits, attend award ceremonies, and participate in performances alongside our superintendent each week, and thanked Dr. Enfield for his dedication; spoke about our Student Success Awards for Baldy View that she is a Commissioner at, and said it was beautiful to see students receive the awards they have worked so hard for all year long; attended with Cruz, Dr. Enfield, and Dr. Adams the Reach for the Starts music and art ceremony for special education program, said it was absolutely beautiful, and she would like to thank our staff and teachers for their continued hard work that they put in, said her gratitude also extends to our dedicated staff and teachers who consistently prioritize our student's education despite distractions from Sacramento; spoke about tonight's honor for our PLC program, said it is truly remarkable reflecting the ongoing dedication of everyone involved, thanked Dr. Enfield for having the vision, the staff for continuing it, and our teachers for making sure it is implemented, our students' success is the reward, and expressed her gratitude; said to continue to persevere in our efforts linked arms to provide our children with a quality education, and together we will continue to push back and ensure that our families and communities thrive; said to keep up the good fight, we are making significant progress, and our community is winning.

Superintendent Enfield made no comments.

Vice President Monroe said over his break he had the opportunity to visit a few schools sites specifically geared towards what goes on in our SPED department, thanked those that allowed him to tag along in their workday, spoke about concerns that were shared, said he will add his voice to theirs and challenge this Board and our staff to come up with some solutions, spoke about the proposed contract and the SPED Committee, spoke about the efforts put forth with the PLC, said we got awarded today for being a model PLC and he would love to see us be a model SPED, and said if we can give that kind of effort into the SPED program that there are some changes within our grasp; asked Dr. Enfield to look into what was said by Ms. Cruz concerning mixed messages, a conference period, and how we can aid in the case load; spoke about secondary being a start but getting into primary schools and SDC teachers he does not know how they teach a regular class and case manage without prep period daily, and said there has to be solutions; said we have a brilliant group here and let's lead the charge and make this a model SPED District, and asked to personally meet with Dr. Enfield later to go over it.

#### VI. ADJOURNMENT

Vice	President	Monroe	adjourned	the	regular	meeting	of	the	Board	of	Education	at
7:20	p.m.		-		_							

Sonja Shaw, President	Andrew Cruz, Clerk

Recorded by: Regan Rico, Administrative Secretary IIA

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

SUBJECT: RESOLUTION 2023/2024-53, BOARD COMPENSATION FOR

**JAMES NA FOR APRIL 18, 2024 MISSED MEETING** 

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#### **BACKGROUND**

Board Bylaw 9250, Remuneration, Reimbursement, Board Development and Other Benefits, authorizes a Board member to receive the monthly compensation as provided for in law. Additionally, Bylaws of the Board Exhibit 9250, Resolution on Board Compensation for Missed Meetings authorizes that a member is entitled to be paid for missed meetings if he/she was absent due to limited circumstances.

This resolution recognizes that James Na was absent from the April 18, 2024 regular meeting of the Board of Education due to illness or jury duty.

#### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2023/2024-53, Board Compensation for James Na for April 18, 2024 Missed Meeting.

#### **FISCAL IMPACT**

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NE:rtr

## RESOLUTION 2023/2024-53 BOARD COMPENSATION FOR JAMES NA APRIL 18, 2024 MISSED MEETING

**WHEREAS**, the Board of Education of the Chino Valley Unified School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS,** Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

**WHEREAS,** the Board finds that James Na did not attend the April 18, 2024 Board meeting for the following reason(s):

meeti	ng for the following reason(s)	:		
	[ ] Performance of other des meeting [x] Illness or jury duty [ ] Hardship deemed accept		ne District during the time	of the
Schoo meeti	<b>NOW, THEREFORE, BE IT</b> of District approves compensang.			,
meeti	APPROVED, PASSED, ANng, by the following vote:	ID ADOPTED this 2	2 <sup>nd</sup> day of May 2024 at	a regular
	Bridge Cruz Monroe Na Shaw			
Sonja	Shaw, President		Andrew Cruz, Clerk	

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

**DATE:** May 2, 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

\$5,609,137.66 to all District funding sources.

NE:SHC:LP:Imf

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

**DATE:** May 2, 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:Imf

## CHINO VALLEY UNIFIED SCHOOL DISTRICT May 2, 2024

SITE/DEPARTMENT	ACTIVITY/DESCRIPTION	<u>DATE</u>
Cattle ES		
PFA	Mother Son Event	5/3/24
Rhodes ES		
PEP Club	Open House Food Trucks & Gift Basket	5/7/24
Cal Aero K-8		
PTO	Crumbl Cookies Dine Out	5/15/24
Canyon Hills JHS		
PTSA	AVID Silent Auction	5/14/24
Ayala HS		
ASB - South Asian Culture Club ASB - Yield Pair Track & Field Boosters Water Polo Boosters ASB - FBLA ASB - Key Club ASB - Athletics	Mango Lassi Donation Drive Thrift Drive Sneaker Recycling Girls' Clinics The Stand Dine Out Panera Bread Dine Out Summer Camps	5/3/24 5/3/24 - 5/10/24 5/3/24 - 5/17/24 5/3/24 - 6/30/24 5/14/24 5/17/24 5/27/24 - 8/2/24
Chino Hills HS		
ASB - Club Ed ASB - Link Crew ASB - Link Crew General Boosters - Football General Boosters - Baseball	Senior Grams SnapRaise! 7 Leaves Café Summer Camp Youth Camp	5/3/24 - 5/10/24 5/3/24 - 5/23/24 5/17/24 5/30/24 - 8/3/24 6/4/24 - 6/20/24
Don Lugo HS		
ASB - Wrestling	Summer Camp	5/3/24 - 6/14/24

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

**DATE:** May 2, 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:Imf

## CHINO VALLEY UNIFIED SCHOOL DISTRICT May 2, 2024

DEPARTMENT/SITE DONOR	ITEM DONATED	APPROXIMATE VALUE
Don Lugo HS		
America's Charities	Cash	\$50.00
Aaron & Kelly Adams	Cash	\$130.00

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

**DATE:** May 2, 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: LEGAL SERVICES

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#### **BACKGROUND**

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

FIRM	MONTHS	INVOICE AMOUNTS	2023/2024 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	February	\$ 4,320.00	\$421,645.27
	March	\$ 49,819.63	
Margaret A. Chidester & Associates	March	\$ 16,088.25	\$ 59,467.25
Tao Rossini, APC	March	\$ 25,122.00	\$267,617.81
		-	
	Total	\$ 95,349.88	\$748,730.33

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

#### RECOMMENDATION

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

#### FISCAL IMPACT

\$95,349.88 to the General Fund.

NE:SHC:LP:Imf

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

**DATE:** May 2, 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

Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASES 23/24-70, 23/24-71, AND 23/24-83

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#### **BACKGROUND**

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

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

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

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

#### **RECOMMENDATION**

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 23/24-70, and 23/24-71, and 23/24-83.

#### **FISCAL IMPACT**

None.

NE:GP:SJ:jg

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

**DATE:** May 2, 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

SUBJECT: SCHOOL-SPONSORED TRIPS

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#### **BACKGROUND**

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

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

#### RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Chino Hills HS Event: California Association of Directors of Activities (CADA) Camp Place: Santa Barbara, CA Chaperone: 20 students/2 chaperones	July 7-10, 2024	Cost: \$500.00 per student Funding Source: ASB and parents
Site: Don Lugo HS Event: CADA Camp Place: Santa Barbara, CA Chaperone: 16 student/2 chaperones	July 7-10, 2024	Cost: \$560.00 per student Funding Source: ASB
Site: Don Lugo HS Event: Pearl Harbor Memorial Parade Place: Honolulu, HI Chaperone: 50 student/8 chaperones	December 3-9, 2024	Cost: \$2,100.00 per student Funding Source: Fundraising and parents

#### **FISCAL IMPACT**

None.

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

**DATE:** May 2, 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

SUBJECT: DESIGNATION OF CALIFORNIA INTERSCHOLASTIC FEDERATION

**REPRESENTATIVES TO LEAGUE FOR 2024/2025** 

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#### **BACKGROUND**

Each year, the California Interscholastic Federation (CIF) requires the Designation of CIF Representatives to League. It is a legal requirement that league representatives be designated and approved by the Board of Education.

Education Code 33353 gives the governing board of school districts specific authority to select their athletic league representatives. These representatives are responsible for voting on issues within the league that impact athletics.

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

#### RECOMMENDATION

It is recommended the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2024/2025.

#### FISCAL IMPACT

None.

NE:GP:rtr

#### 2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school under	r your jurisdiction and RETURN TO THE CIF SECTION
OFFICE no later than June 28, 2024.	

Chino Valley Unified	School District/Governing Board at its_	May 2, 2024	_meeting,
(Name of school district/governing board)		(Date)	
appointed the following individual(s)	to serve for the 2024-2025 school year as	the school's leag	gue
representative:			

#### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Ruben S	Ayala nigii School		
NAME OF REPRESENTATIVE Warren Reed		POSITION Athletic Director	
ADDRESS 14255 Peyton Di	rive	CITY Chino Hills	ZIP 91709
PHONE 909-627-3584	FAX 909-548-6005	E-MAIL warren_reed@	chino.k12.ca.us
***********************			
NAME OF SCHOOL Ruben S	. Ayala High School		
NAME OF REPRESENTATIVE D	Diana Yarboi	POSITION Principal	
ADDRESS 14255 Peyton Di	rive	CITY Chino Hills	ZIP 91709
PHONE 909-627-3584	FAX 909-548-6005	E-MAIL diana_yarboi@	chino.k12.ca.us
*********	**********	**********	*****
NAME OF SCHOOL Chino H	igh School		
NAME OF REPRESENTATIVE N			
NAIVIE OF REPRESENTATIVE IN	Лike Hinkle	POSITION Athletic Direc	tor
ADDRESS 5472 Park Place	Лike Hinkle	POSITION Athletic Direc	zip 91710
	Mike Hinkle FAX 909-548-6004		ZIP 91710
ADDRESS 5472 Park Place		CITY Chino	ZIP 91710 hino.k12.ca.us
ADDRESS 5472 Park Place	FAX 909-548-6004	CITY Chino E-MAIL mike_hinkle@c	ZIP 91710 hino.k12.ca.us
ADDRESS 5472 Park Place PHONE 909-627-3584 ************************************	FAX 909-548-6004 ***********************************	CITY Chino E-MAIL mike_hinkle@c	ZIP 91710 hino.k12.ca.us
ADDRESS 5472 Park Place PHONE 909-627-3584 ************************************	FAX 909-548-6004 ***********************************	CITY Chino  E-MAIL mike_hinkle@c	ZIP 91710 hino.k12.ca.us

If the designated representative is not available for a given <u>league</u> meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name <u>Norm Enfield, E</u>	<u>Ed.D.</u> Signature	
Address <u>5130 Riverside Drive</u>	City Chino	Zip 91710
Phone_ <u>909-628-1201</u>	FAX 909-703-6101	

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

#### 2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school un	der your jurisdiction and	RETURN TO THE CIF SECTION
OFFICE no later than June 28, 2024.		

Chino Valley Unified	_School District/Governing Board at its_	May 2, 2024	_meeting
(Name of school district/governing board)		(Date)	
appointed the following individual(s) to	serve for the 2024-2025 school year as	the school's leag	ue
representative:			

#### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Chino Hills High School				
NAME OF REPRESENTATIVE Ian Trantow	POSITION Athletic Director			
ADDRESS 16150 Pomona Rincon Road	CITY Chino Hills	ZIP 91709		
PHONE 909-606-7540 FAX 909-548-6041	E-MAIL ian_trantow@chino.k12.ca.us			
**********************				
NAME OF SCHOOL Chino Hills High School	NAME OF SCHOOL Chino Hills High School			
NAME OF REPRESENTATIVE Randal Buoncristiani, Ed.D.	POSITION Principal			
ADDRESS 16150 Pomona Rincon Road	CITY Chino Hills	ZIP 91709		
PHONE 909-606-7540 FAX 909-548-6041	E-MAIL randal_buoncristia	ani@chino.k12.ca.us		
**********************				
NAME OF SCHOOL Don Antonio Lugo High School				
NAME OF SCHOOL Don Antonio Lugo High School NAME OF REPRESENTATIVE James Donoho	POSITION Athletic Direc	ctor		
	POSITION Athletic Direc	ctor zıp 91710		
NAME OF REPRESENTATIVE James Donoho		ZIP 91710		
NAME OF REPRESENTATIVE James Donoho ADDRESS 13400 Pipeline Avenue PHONE 909-591-3902 FAX 909-548-6020	CITY Chino	ZIP 91710 @chino.k12.ca.us		
NAME OF REPRESENTATIVE James Donoho ADDRESS 13400 Pipeline Avenue PHONE 909-591-3902 FAX 909-548-6020	CITY Chino  E-MAIL james_donoho	ZIP 91710 @chino.k12.ca.us		
NAME OF REPRESENTATIVE James Donoho  ADDRESS 13400 Pipeline Avenue  PHONE 909-591-3902 FAX 909-548-6020  **********************************	CITY Chino  E-MAIL james_donoho	ZIP 91710 @chino.k12.ca.us		
NAME OF REPRESENTATIVE James Donoho  ADDRESS 13400 Pipeline Avenue  PHONE 909-591-3902 FAX 909-548-6020  **********************************	CITY Chino  E-MAIL james_donoho	ZIP 91710 @chino.k12.ca.us		

If the designated representative is not available for a given <u>league</u> meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name <u>Norm Enfield, E</u>	<u>Ed.D.              Signature                                    </u>	
· · · · · · · · · · · · · · · · · · ·		
Address _5130 Riverside Drive	City Chino	Zip 91710
	•	•
Phone 909-628-1201	FAX 909-703-6101	

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

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

**DATE:** May 2, 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

SUBJECT: NEW COURSE: ADVANCED CYBERSECURITY HONORS

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#### **BACKGROUND**

The Chino Valley Unified School District routinely revises curriculum guides and develops new courses in accordance with State Content Standards, State Frameworks, and student needs. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

The Advanced Cybersecurity Honors course is the second course in the Cybersecurity: Information and Communication Technology pathway, and it builds upon the course work of Cybersecurity Honors. This is a year-long course in the Biomedical Science and Technology (BST) Academy at Chino HS.

This course will prepare students for the Cisco Certified CyberOps Associate certification assessment. The Advanced Cybersecurity Honors course is aligned with the California Common Core Anchor Standards and the State of California Computer Science Standards and meets the UC/CSU "G" general elective requirement. This item was presented to the Board on April 18, 2024, as information.

This course was presented to the Curriculum Council and A.C.T. has been consulted.

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

#### RECOMMENDATION

It is recommended the Board of Education approve the new course Advanced Cybersecurity Honors.

#### **FISCAL IMPACT**

None.

	A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District	
	Street Address: 5130 Riverside Drive	
	Phone: (909) 628-1201	
	Website: chino.k12.ca.us	
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum	
	Position/Title: Director of Secondary Curriculum	
	Site: District Office	
	Phone: (909) 628-1201 X1630	
B. COVER PAGE - COURSE ID		
1. Course Title:	Advanced Cybersecurity Honors	
2. Transcript Title/Abbreviation:	Adv Cybersec H	
3. Transcript Course Code/Number:		
4. Seeking Honors Distinction:	Yes	
5. Subject Area/Category:	Meets UC/CSU "G" elective credit	
6. Grade Level(s):	11 <sup>th</sup> ; 12 <sup>th</sup>	
7. Unit Value:	5 credits per semester; 10 credits total	
8. Course Previously Approved by UC:	Yes	
9. Classified as a Career Technical	No	
Education Course:		
10. Modeled after an UC-approved course:	No	
11. Repeatable for Credit:	No	
12. Date of Board Approval:		
12 Priof Course Descriptions		

#### **13. Brief Course Description:**

Advanced Cybersecurity introduces the core security concepts and skills needed to monitor, detect, analyze, and respond to cybercrime, cyberespionage, insider threats, advanced persistent threats, regulatory requirements, and other cybersecurity issues facing organizations. Learners in this course are exposed to all the foundational knowledge required to detect, analyze, and escalate basic cybersecurity threats using common open-source tools, such as the Cyber Kill Chain. This course aligns with and prepares students for the Cisco Certified CyberOps Associate (CBROPS) certification assessment. In order to assist with learning and demonstrating mastery of content, students will, throughout this course, be engaging in close reading and annotation of complex text, collaborating with peers to complete research and virtual machine tasks, and completing informal and formal writing assignments.

**14. Prerequisites:** Cybersecurity Honors

#### 15. Context for Course:

Aligned with the California Common Core State Standards (CCSS) and the State of California Computer Science Standards, Advanced Cybersecurity Honors is designed to develop student skills in advanced cybersecurity and threat analysis topics. Students will explore the key principles of cybersecurity and networking defense, such as cybercrimes, cyber laws and ethics, Windows and Linux operating systems, networking, and security technologies and protocols. In addition to developing core cybersecurity and computer science competencies, the course also includes opportunities for students to analyze complex technical texts and compose short and sustained research projects to answer cybersecurity questions.

#### **16.** History of Course Development:

Advanced Cyber Security Honors is the second course in the Cybersecurity: Information and Communication Technology pathway. This course builds upon the course work of Cybersecurity Honors and prepares students for the Cisco Certified CyberOps Associate (CBROPS) certification assessment.

17. Textbooks:	N/A
18. Supplemental Instructional Materials:	CISCO Network Academy <a href="https://www.netacad.com/">https://www.netacad.com/</a>

#### C. COURSE CONTENT

#### 1. Course Purpose:

This course is the second and final course in a Cybersecurity sequence designed for students in the Cybersecurity: Information and Communication Technology pathway at the Biomedical Science and Technology Academy (BST).

#### 2. Course Outline:

#### **UNIT 1: CYBER LAWS AND ETHICS**

#### **Unit 1 Summary**

Students will explore current legal case studies pertaining to violations of cybersecurity ethics and compliance. They will research various types of cybercrimes, including criminal activities targeting computers and networks, and/or networked devices, as well as "cyber-enabled" crimes – criminal activities carried out via the Internet or aided by computer technology, such as using social media as a platform to bully others and identity theft. Students will examine legal and ethical issues in cybersecurity, learning how the laws that govern fair use and copyright protect privacy in the 21st century, and how criminal evidentiary laws dictate what information stored on a computer can be used as evidence. They analyze the Cyber Security Act of 2015 and the role the Federal Cybersecurity Mandates have in the practices, policies, and procedures required in public and private industries.

#### **Unit 1 Learning Goals**

- Describe various types of cybercrimes
- Explain fair use and copyright laws
- Explain what evidence can be used for cybercrimes
- Describe different Cyber Security laws and mandates that protect against cybercrimes

#### **UNIT 2: DANGERS AND FIGHTERS**

#### **Unit 2 Summary**

This unit begins with outlining different cyber-attacks in history and exploring the question "What are the dangers of cyber-attacks?". Students will learn and be able to compare the different types of threat actors and threat impacts. Students will also learn about how Internet of Things (IOT) devices are under attack and how they impact our daily living. Students will investigate what kinds of information threat actors can access through IOT devices. Lastly, students will learn about how to fight against cyber-attacks, specifically the Security Operations Center. Students will conclude with researching different cybersecurity jobs that protect against cyber dangers and the adequate education for those roles.

#### **Unit 2 Learning Goals**

- Outline features of cybersecurity incidents
- Explain the motivations of the threat actors behind specific security incidents
- Explain the potential impact of network security attacks
- Explain the mission of the security operations center
- Describe resources available to prepare for a career in cybersecurity operations

#### **UNIT 3: WINDOWS AND LINUX**

#### **Unit 3 Summary**

In this unit Windows and Linux, students begin with exploring the security features of the Windows Operating System. Students will learn about the history and various updates the Windows Operating System has undergone as it has improved throughout the years. Students will be able to describe the different commands, processes, and services Windows offers and utilizes to be able to access network along with provide security. Students will then be able to compare this with Linux and describe each's advantages. Students then learn how to work with the Linux Shell, Linux file system, and Linux commands to change text files, manipulate security log files, manage permissions, and to detect malware on the host.

#### **Unit 3 Learning Goals**

- Describe the history of the Windows Operating System
- Explain the architecture of Windows and its operation
- Explain how to configure and monitor Windows
- Explain how Windows can be kept secure
- Explain why Linux skills are essential for network security monitoring and investigation
- Use the Linux shell to manipulate text files
- Explain how client-server networks function
- Explain how a Linux administrator locates and manipulates security log files
- Manage the Linux file system and permissions
- Explain the basic components of the Linux GUI (Graphical User Interface)
- Use tools to detect malware on a Linux host

## UNIT 4: NETWORK, INTERNET, AND ETHERNET PROTOCOLS Unit 4 Summary

Network, Internet, and Ethernet Protocols introduce students to the concept of how protocols such as Ethernet and IP protocols allow network operations. Students learn to trace an internet pathway to networks, being able to classify the type of network. Students then learn to describe the different network protocols (HTTP, TCP, IP...) that allow for computers to communicate on networks. The next section (Internet and Ethernet Protocols) outlines how IP addresses (IPv4 and IPv6), default gateways, and Ethernet support network communication. Students examine exactly how IPv4 and IPv6 addresses work and their different classes and blocks. Students also learn how to use different commands like netstat to display and analyze routing tables and to complete networking diagrams.

#### **Unit 4 Learning Goals**

- Explain the basic operations of data networked communications
- Explain how protocols enable network operations
- Explain how data encapsulation allows data to be transported across the network
- Explain how Ethernet supports network communication
- Explain how the IPv4 protocol supports network communications
- Explain how IP addresses enable network communication
- Explain the types of IPv4 addresses that enable network communication
- Explain how the default gateway enables network communication
- Explain how the IPv6 protocol supports network communications

## UNIT 5: NETWORKING SECURITY, CONNECTIVITY, AND FUNCTIONALITY Unit 5 Summary

In this unit, students will start out exploring how to verify connectivity with different tools such as ping and traceroute. Students will practice utilizing these different commands on Packet Tracers and Virtual Machines. Further, students will break down exactly how networking can happen by learning about IP addresses, MAC addresses, and ARPs. Students will practice identifying IP addresses and MAC addresses utilizing ARP tables and different commands. Lastly, this unit explores the idea of network functionality, focusing on how the transport layer allows network communication. Students will explain design considerations when implementing IPv6 and IPv4 in different types of networks.

#### **Unit 5 Learning Goals**

- Explain how ICMP is used to test network connectivity
- Use Windows tools, ping, and traceroute to verify network connectivity
- Compare the roles of the MAC address and the IP address
- Analyze ARP by examining Ethernet frames
- Explain how ARP requests impact network and host performance
- Explain how transport layer protocols support network communication
- Explain how the transport layer establishes communication sessions
- Explain how the transport layer establishes reliable communications

## UNIT 6: NETWORK SERVICES, DEVICES, AND SECURITY Unit 6 Summary

In this unit, students will learn to explain how network services enable network functionality. Students will compare how DHCP, DNS, NAT, file transfer, email, and HTTP services enable network functionality. Next, students explore how network devices enable wired and wireless network communication. Students explain the two primary functions of routers and practice building network diagrams (LANS, VLANS) with routers. Furthermore, students explain how devices and services are used to enhance network security. Students compare the different common security architectures and the security devices. Lastly, students debate which security service (IDS, SPAN, Netflow, SNMP, AAA, Syslog...) is the most effective or appropriate under different circumstances.

#### **Unit 6 Learning Goals**

- Explain how DHCP services enable network functionality
- Explain how DNS services enable network functionality
- Explain how NAT services enable network functionality
- Explain how file transfer services enable network functionality
- Explain how email services enable network functionality
- Explain how HTTP services enable network functionality
- Explain how network devices enable network communication
- Explain how wireless devices enable network communication
- Explain how network designs influence the flow of traffic through the network
- Explain how specialized devices are used to enhance network security
- Explain how network services enhance network security

#### **UNIT 7: ATTACKS AND THREATS**

#### **Unit 7 Summary**

This unit will have students distinguish and identify common network attacks and system security threats with how to determine an attack event has occurred on a Windows network. Students will reverse track and identify an attack event's point of origin along with characteristics of a Denial-of-Service attack (e.g. methods used in Smurf, Ping of Death, SYN flood). Lastly, students explain key differences between Viruses, Worms, Trojans, Rootkits, and Bots; Phishing, Port-Redirection, Man-in-the-Middle, Brute-Force and Rogue Access Points.

#### **Unit 7 Learning Goals**

- Explain how network threats have evolved
- Describe the various types of attack tools used by Threat Actors
- Describe types of malwares
- Explain reconnaissance, access, and social engineering attacks
- Explain denial of service, buffer overflow, and evasion attacks

## **UNIT 8: NETWORK OPERATIONS AND NETWORK ATTACKS Unit 8 Summary**

In this unit. Students will explain network traffic monitoring by trying out the different tools that are used in the industry. These tools (IDS, packet analyzers, SNMP, Netflow...) will be practiced through different labs and Packet Tracers. Next, students explain how TCP/IP vulnerabilities enable network attacks. Students will analyze how IP headers allow for Spoofing and Reflection attacks to occur. Lastly, students start to explain how common network applications and services are vulnerable to attack. Students compare different types of attacks such as DNS open resolver, DNS Stealth, DNS Domain Shadowing, and DNS Tunneling.

#### **Unit 8 Learning Goals**

- Explain the importance of network monitoring
- Explain how network monitoring is conducted
- Explain the IPv4 and IPv6 header structure
- Explain how IP vulnerabilities enable network attacks
- Explain how TCP and UDP vulnerabilities enable network attacks
- Explain IP service vulnerabilities
- Explain how network application vulnerabilities enable network attacks

#### **UNIT 9: DEFENSE AND ACCESS**

#### **Unit 9 Summary**

This unit starts with a system audit including event logs, ports, processes, services, variables, paths, and file properties and continuing with common areas targeted by virus attacks and their characteristic signs of intrusion (e.g. registry, services, dlls). Administering the system firewall access control and identifying common port services used (e.g. email, FTP, etc.) along with configuring a router for typical defense measures and wireless security settings (e.g. DHCP, WPK, disable ICMP, etc.) How to render a network invisible to an intruder using custom subnets (i.e. network enumeration) and different ways to use the last known good control set to quickly recover from an attack event. How a multi-boot system can be used to recover and launch a countermeasure to a recent attack.

#### **Unit 9 Learning Goals**

- Explain how the defense-in-depth strategy is used to protect networks
- Explain security policies, regulations, and standards
- Explain how access control protects network data
- Explain how AAA is used to control network access

#### UNIT 10: THREAT INTELLIGENCE AND CRYPTOGRAPHY

#### **Unit 10 Summary**

Protecting data as it traverses a network or while it's stored on a computer is one of the most important jobs of a network security professional. Students learn about how companies and private individuals don't want others to view confidential documents and files. In this unit, students examine the various cryptography technologies that security professionals use to protect a company's data. Students see how information can be converted into an unreadable format and how only those with the correct key or "decoder" can read the message. Students also look at various cryptography attacks and some of the tools used to conduct these attacks.

#### **Unit 10 Learning Goals**

- Describe information sources used to communicate emerging network security threats
- Describe various threat intelligence services
- Explain the role of cryptography in ensuring the integrity and authenticity data
- Explain how cryptographic approaches enhance data confidentiality
- Explain public key cryptography
- Explain how the public key infrastructure functions
- Explain how the use of cryptography affects cybersecurity operations

#### UNIT 11: ENDPOINT PROTECTION AND VULNERABILITY

#### **Unit 11 Summary**

In this unit, students will explore how a malware analysis website generates a malware analysis report. Students will research different Antivirus and Antimalware software to discover how they detect and mitigate viruses and malware. Further, students explain how endpoint vulnerabilities are assessed and managed. Students will utilize the Common Vulnerability Scoring System to rate the risks of different given vulnerabilities. Finally, students will discuss different risk management techniques and how to decide on different security controls for different organizations/occasions.

#### **Unit 11 Learning Goals**

- Explain methods of mitigating malware
- Explain host based IPS/IDS log entries
- Explain how sandboxes are used to analyze malware
- Explain the value of network and server profiling
- Explain how CVSS reports are used to describe security vulnerabilities
- Explain how secure device management techniques are used to protect data and assets
- Explain how information security management systems are used to protect assets

## UNIT 12: SECURITY TECHNOLOGIES AND PROTOCOLS Unit 12 Summary

In this unit, students will explain how security technologies affect security monitoring. Students learn about how Syslog sends log entries and helps make security monitoring practical. Students also compare HTTP versus HTTPS by looking at their vulnerabilities and deciding which is more secure. Lastly, students explore encryption, NAT, PAT, and load balancing to discover how they complicate security monitoring.

#### **Unit 12 Learning Goals**

- Explain the behavior of common network protocols in the context of security monitoring
- Explain how security technologies affect the ability to monitor common network protocols
- Compare the different security technologies advantages and disadvantages
- Analyze which security technology is most appropriate under different circumstances

#### UNIT 13: NETWORK SECURITY - ALERTS, LOGS, AND DATA

#### **Unit 13 Summary**

This unit starts with students explaining the types of network security data used in security monitoring. Students explore what makes up session data (IP addresses, port numbers, etc.) and how that data can be analyzed by cyber specialists. Next, students explain and explore the process of evaluating alerts. Students practice classifying alerts as True Positive or False Positive, along with practicing identifying situations that are True Negative and False Negative. Last, students interpret data to determine the source of a given alert. Students practice using Sguil, Kibana, and Wireshark to investigate different attacks.

#### **Unit 13 Learning Goals**

- Describe the types of data used in security monitoring
- Describe the elements of an end device log file
- Describe the elements of a network device log file
- Identify the structure of alerts
- Explain how alerts are classified
- Explain how data is prepared for use in Network Security Monitoring (NSM) system
- Use Security Onion tools to investigate network security events
- Describe network monitoring tools that enhance workflow management

# UNIT 14: DIGITAL FORENSICS AND INCIDENT ANALYSIS AND RESPONSE Unit 14 Summary

In this unit, students learn what types of digital and physical evidence are essential to acquire at a cybercrime scene. Students get hands-on experience in identifying and cataloging anomalous network packets; malware analysis; honeypots and host-based intrusion detection systems; recovering and analyzing volatile evidence; forensic imaging over a network; and identifying and analyzing evidence of server intrusion. They complete simulated affidavits for search warrants, process crime scenes, collect and analyze evidence, and prepare testimony via utilization of digital and physical forensic tools. Students explore the difference between "live forensics resources" and "saved resources" to ensure the protection and integrity of digital and physical evidence.

#### **Unit 14 Learning Goals**

- Explain the role of digital forensic processes
- Identify the steps in the Cyber Kill Chain
- Classify an intrusion event using the Diamond Model
- Apply the NIST 800-61r2 incident handling procedures to a given incident scenario
- Analyze evidence after a cyber-attack

#### 3. Key Assignments:

#### **UNIT 1: CYBER LAWS AND ETHICS**

The class will be split into two teams to debate a cybersecurity issue with questionable ethics. One team will argue in favor of the issue; the other against it. Team members will collaborate to investigate and research the question, formulate a claim, and support it with evidence. They will also need to anticipate possible challenges and have evidence ready to refute them. Students will need to integrate multiple pieces of information into a strong and cohesive argument that considers all sides of the issue, resolves contradictions when possible, and determine what additional information or research is required to deepen the investigation. Within this assignment, students will:

- Utilize critical thinking to make sense of problems and persevere in solving them
- Model integrity, ethical leadership, and effective management
- Work productively in teams while integrating cultural/global competence
- Conduct research to solve a problem unique to the Information Technology and Systems industry using critical and creative thinking, logical reasoning, analysis, and problem-solving
- Initiate and participate effectively in collaborative discussions, building on others' ideas and expressing their own clearly
- Research create and present how laws and ethics shape policy regarding computer access and security protocols. Students must draw evidence from information texts to support their analysis

#### **UNIT 2: DANGERS AND FIGHTERS**

The class will be divided into groups and assigned different Cybersecurity Cases and will have to analyze and answer different questions regarding the cases. They will research the vulnerabilities that were taken advantage of for their case. Based on their case, they will create a written proposal on how the organization could have prevented this attack. Groups will then present their case and proposal to the class, highlighting how this attack could have been defended against. Within this assignment, students will:

- Conduct research on cybersecurity incidents
- Collaborate with team members
- Synthesize relevant information
- Create a concise and well-evidenced proposal

#### **UNIT 3: WINDOWS AND LINUX**

In this lab, students will use administrative tools to monitor and manage system resources for the Windows Operating System. After completing various tasks for the Windows Operating System (such as Windows Registry, PowerShell, and Task Manager, students will explore Linux tools to manage files and system resources. After completing these various tasks for the Linux Operating System (such as Linux Shell, Command Line, and Linux filesystems), students will compare the two different operating systems. Students will compose a short essay comparing the different operating systems' commands, processes, security, and system resources.

#### **UNIT 4: NETWORK, INTERNET, AND ETHERNET PROTOCOLS**

Students will track and identify a "rogue" laptop that keeps changing names and IP addresses across multiple domains (e.g. scanner, arp, nbtstat, etc.). After tracking and identifying, students will summarize how they were able to track the rogue laptop. Students will also identify a "stolen" laptop on the Internet and trace it to its last known latitude and longitude (e.g. ArcExplorer, Google Earth, tracert, finger).

#### **UNIT 5: NETWORKING SECURITY, CONNECTIVITY, AND FUNCTIONALITY**

Students will complete a Packet Tracer assignment where the students have to verify IPv4 and IPv6 addressing configuration, along with test connectivity with different commands such as Ping and Tracert on a given network. After this, students must analyze and solve the networking issue if there is any resulting from the various connectivity tests. Students then compose a written response on how they found the issue in the topology and how they figured out how to resolve the error.

#### **UNIT 6: NETWORK SERVICES, DEVICES, AND SECURITY**

Students will be tasked with creating a logical topology for a medium-sized business. Students will have to create a proposal for this business to choose their design and layout. In their layout, they will have to consider LANs, WANs, the Three-Layer Network Design Model, firewalls, DMZ, IPS, ACL, routers, and more. In their proposal, they will have to explain why their design is the most effective and why it should be chosen. Students will present their designs and proposals to the class through making a PowerPoint/Slideshow.

#### **UNIT 7: ATTACKS AND THREATS**

Students will create an application capable of sending/receiving remote messages and files. They will use programming to create a network scanner to graphically display computers that are on or off. They will additionally scan TCP and UDP ports for real-time system intrusion and identify the intruder's MAC address (i.e. netstat, arp, NBTstat).

#### **UNIT 8: NETWORK OPERATIONS AND NETWORK ATTACKS**

Each group will be assigned a different type of DNS attack to research and present on. Students will be tasked to find a real-life example of their type of attack and write a written report explaining how that attack happened and what information it was able to steal. Lastly, in the written report, the group will have to create a solution or a way of preventing that attack from happening. On top of that, students will create a simulation of their attack to present to the class, exemplifying exactly how that attack takes place.

#### **UNIT 9: DEFENSE AND ACCESS**

Students explore examples of common cybersecurity problems. Students will simulate, design, and implement unique cybersecurity challenges in virtual images (which are simulated operating systems played on a virtual machine player). A different challenge will be chosen for each topic activity; challenges include: Access control and settings; Insecure services; Policy violations; File sharing and permissions; Malware; Updates: Operating System; Updates: Firewall; Updates: Other. Students will maintain and harden critical services, fix vulnerabilities, remove malware, and answer forensics questions. Each lab will take place on a different operating system virtual machine image. Virtual machine images will include Windows 8.1, Windows 10, Windows Server 2008, and Windows Server 2016, Ubuntu 14, Ubuntu 16, Debian 7, and others. Through these projects, students learn to find and fix security vulnerabilities in virtual operating systems; and apply, modify, and construct solutions to the discovery and remediation of vulnerabilities. Students also gain a deeper understanding and appreciation of fully securing all forms of electronic devices.

#### **UNIT 10: THREAT INTELLIGENCE AND CRYPTOGRAPHY**

#### Case 12-1: Determining Possible Vulnerabilities of Microsoft CA Root Server

In conducting security testing on the K. J. Williams network, you have identified that the company configured one of its Windows Server 2003 computers as an Enterprise root CAR server. You have also determined that Ronnie Jones, the administrator of the CA server, selected SHA-1 as the default hashing algorithm for creating digital signatures. Based on the preceding information, write a one-page report explaining possible vulnerabilities on the CA root server caused by the SHA-1 exploit. The report should cite any articles written about the SHA-1 vulnerability and include any recommendations from Microsoft about its use of the SHA-1 algorithm in its software applications.

#### Case 12-2: Exploring Moral Versus Legal Issues

After conducting the research for Case 12-1, you have gathered a lot of background on the release of information as it pertains to encryption algorithms. Articles on vulnerabilities of SHa-1, MD4 and MD5 abound. The proliferation of computer programs that break DVD encryption codes and the recent imprisonment of an attacker who broke Japan's encryption method for blocking certain images from pornographic movies have raised many questions on what is moral or legal in releasing information that exposes the algorithm used to encrypt data. Based on the preceding information, write a two-page report that addresses the moral and legal issues for the release of software or programmable code that breaks encryption algorithms. Your paper should also answer these questions:

- If a person can break the encryption of a particular algorithm, should they be allowed to post the findings on the Internet?
- Do you think the reporters of the DVD (DeCSS) crack were exercising their First Amendment rights when including the source code that breaks the DVD encryption key in an article? What about the source code being displayed on a T-shirt?
- As a security professional, do you think you have to abide by a higher standard when it comes to sharing or disseminating source code that breaks encryption algorithms? Explain.

#### **UNIT 11: ENDPOINT PROTECTION AND VULNERABILITY**

Students will research the NIST Cybersecurity Framework and analyze how it helps prevent cybersecurity attacks. Each group will be given a different core function in the NIST Cybersecurity Framework. Each group will have to complete a written report on their core function and how it manages and reduces cybersecurity risk. In their written report, they will have to connect prior strategies for defense and awareness they have learned for their assigned function. They will have to explain why those prior strategies connect to the core function and why it is necessary for companies to do.

#### **UNIT 12: SECURITY TECHNOLOGIES AND PROTOCOLS**

Students will be given a task that requires them to choose a security technology and analyze how it affects society in various ways. Students will have to complete a written report about their security technology, focusing on how that technology affects security monitoring. Students will have to conclude how their technology is helpful, but also include the vulnerabilities and weaknesses of their technology. This written report should be treated as an analysis review of the security technology they chose that would be published on a technology review website.

#### **UNIT 13: NETWORK SECURITY - ALERTS, LOGS, AND DATA**

Students will utilize Security Onion tools (Sguil, Kibana, and Wireshark) to investigate an exploit. From these tools, students must analyze what the exploit is and how it occurred. Students will then have to create a solution to the attack they identified from the analysis. Throughout this, students are answering short lab questions to summarize and analyze the alerts. This lab is based on an exercise from the website malware-traffic-analysis.net which is an excellent resource for learning how to analyze network and host attacks.

#### **UNIT 14: DIGITAL FORENSICS AND INCIDENT ANALYSIS AND RESPONSE**

Analyze digital forensic data systems, forensic software, and adhere to legal compliance in documenting digital evidence. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, and other information specific to the task.

- Essay: Present information, findings, and supporting evidence (reflective of investigation) conveying a clear and distinct claim. Students will submit word (350 minimum) essay in (APA format)
- PowerPoint/Prezi Presentation or other digital method: Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentation to enhance understanding of findings, reasoning, and evidence and to add
- Law/Legal Classroom Presentation & Lab: Present case to real legal/law professionals to validate students' findings and case presentation

#### **FINAL EXAM DETAILS**

<u>Multiple Choice Exam:</u> 60 questions modeled after the CyberOps Associate certification test to help students prepare to take the CyberOps Associate certification test.

Written Report: Students will write a written report (3-5 pages) from the following topic questions:

- Considering the importance of cybersecurity, what are some best practices that everyone must follow in both their personal and professional lives to ensure safety from cyber-attacks? Why?
- Research some recent cyber-attacks and how the organizations or people affected dealt with the aftermath of
  the attack (for example, what was the response plan? When were the victims notified? Was the hacker/attacker
  caught? How was the attack contained/stopped? What changes were made after the incident to prevent such an
  incident from occurring again?) If mishandled, what would have you done differently? If dealt with appropriately,
  what did they do correctly?

<u>Performance Task:</u> In teams of 4, students will be given a set of virtual images that represent operating systems and are tasked with finding cyber security vulnerabilities within the images and hardening the system while maintaining critical services and infrastructure. Students will have to make the system on their virtual image secure and fix any vulnerabilities that are present. These images will include Windows, Linux, and Ubuntu.

#### 4. Instructional Methods and/or Strategies:

APB (Activity, Project, and Problem-based) Instructional Design centers on hands-on, real-world activities, projects, and problems that help students understand how the knowledge and skills they develop in the classroom may be applied to everyday life. The instructional methods and strategies utilized provide students with unique opportunities to work collaboratively, identify problems, apply what they know, persevere through challenges, find unique solutions, and lead their own learning. The APB approach scaffolds student learning through structured activities and projects that empower students to become independent in the classroom and help them build skill sets to apply to real-world and open-ended design problems.

- Four Corners discussions (Agree, Strongly Agree, Disagree, Strongly Disagree)
- Data collection, interpretation, and predictions
- Jig Saw research projects (students or student groups research different aspects of a topic and report their learning back to the whole class)
- Computer based research projects: individual students or collaborative group research
- Evidence based data interpretation (Claim, Evidence and Reasoning writing research projects)
- Student centered and created activities

#### 5. Assessment Including Methods and/or Tools:

The evaluation of student progress and evaluation will be based on the following criteria outlined in Board Policy:

- Assessments: 60-75% of the final grade
- Assignments and class discussions: 25-40% of the final grade

#### UNITS WITH STANDARDS CORRELATIONS

#### **UNIT 1 – CYBER LAWS AND ETHICS**

#### **CA Computer Science Standards**

- 9-12.IC.26: Study, discuss, and think critically about the potential impacts and implications of emerging technologies on larger social, economic, and political structures, with evidence from credible sources
- 9-12.IC.30: Evaluate the social and economic implications of privacy in the context of safety, law, or ethics

#### **CA Common Core State Standards**

- CCSS.ELA-LITERACY.RST.1: Cite specific textual evidence to support analysis of science and technical texts, attending
  to important distinctions the author makes and to any gaps or inconsistencies in the account
- CCSS.ELA-LITERACY.RST.2: Determine the central ideas or conclusions of a text; summarize complex concepts, processes, or information presented in a text by paraphrasing them in simpler but still accurate terms
- CCSS.ELA-LITERACY.RST.7: Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., quantitative data, video, multimedia) in order to address a question or solve a problem
- CCSS.ELA-LITERACY.RST.8: Evaluate the hypotheses, data, analysis, and conclusions in a science or technical text, verifying the data when possible and corroborating or challenging conclusions with other sources of information
- CCSS.ELA-LITERACY.RST.9: Synthesize information from a range of sources (e.g., texts, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible

#### **UNIT 2 – DANGERS AND FIGHTERS**

#### **CA Computer Science Standards**

9-12.NI.6 Compare and contrast security measures to address various security threats

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style
  are appropriate to task, purpose, and audience

#### **UNIT 3 – WINDOWS AND LINUX**

#### **CA Computer Science Standards**

- 9-12.CS.2 Compare levels of abstraction and interactions between application software, system software, and hardware
- 9-12S.CS.2 Categorize and describe the different functions of operating system software

#### **CA Common Core State Standards**

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style
  are appropriate to task, purpose, and audience

#### UNIT 4 - NETWORK, INTERNET, AND ETHERNET PROTOCOLS

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and fix errors
- 9-12.NI.5 Describe the design characteristics of the internet
- 9-12S.NI.3 Examine the scalability and reliability of networks, by describing the relationship between routers, switches, servers, topology, and addressing

#### **UNIT 5 – NETWORKING SECURITY, CONNECTIVITY, AND FUNCTIONALITY**

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and fix errors
- 9-12.NI.4 Describe issues that impact network functionality
- 9-12.NI.6 Compare and contrast security measures to address various security threats
- 9-12S.NI.3 Examine the scalability and reliability of networks, by describing the relationship between routers, switches, servers, topology, and addressing

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.2: Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience
- CCSS.ELA-LITERACY.WHST.5: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience
- CCSS.ELA-LITERACY.WHST.6: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information
- CCSS.ELA-LITERACY.WHST.8: Gather relevant information from multiple authoritative print and digital sources,
  using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific
  task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding
  plagiarism and overreliance on any one source and following a standard format for citation

#### **UNIT 6 – NETWORK SERVICES, DEVICES, AND SECURITY**

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and
- 9-12.NI.6 Compare and contrast security measures to address various security threats
- 9-12S.NI.3 Examine the scalability and reliability of networks, by describing the relationship between routers, switches, servers, topology, and addressing

#### **UNIT 7 – ATTACKS AND THREATS**

#### **CA Computer Science Standards**

9-12.NI.6 Compare and contrast security measures to address various security threats

#### **UNIT 8 – NETWORK OPERATIONS AND NETWORK ATTACKS**

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and fix errors
- 9-12.NI.6 Compare and contrast security measures to address various security threats
- 9-12.NI.4 Describe issues that impact network functionality

#### **UNIT 9 – DEFENSE AND ACCESS**

#### **CA Computer Science Standards**

- 9-12.NI.6 Compare and contrast security measures to address various security threats
- 9-12S.NI.5 Develop solutions to security threats

#### **UNIT 10 – THREAT INTELLIGENCE AND CRYPTOGRAPHY**

#### **CA Computer Science Standards**

- 9-12.NI.7 Compare and contrast cryptographic techniques to model the secure transmission of information
- 9-12S.NI.6 Analyze cryptographic techniques to model the secure transmission of information

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience
- CCSS.ELA-LITERACY.WHST.5: Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience
- CCSS.ELA-LITERACY.WHST.7: Conduct short as well as more sustained research projects to answer a question (including a self- generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation
- CCSS.ELA-LITERACY.WHST.8: Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation
- CCSS.ELA-LITERACY.WHST.9: Draw evidence from informational texts to support analysis, reflection, and research
- CCSS.ELA-LITERACY.WHST.10: Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences

#### **UNIT 11 – ENDPOINT PROTECTION AND VULNERABILITY**

#### **CA Computer Science Standards**

- 9-12S.NI.5 Develop solutions to security threats
- 9-12.NI.6 Compare and contrast security measures to address various security threats

#### **CA Common Core State Standards**

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience
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#### **UNIT 12 – SECURITY TECHNOLOGIES AND PROTOCOLS**

#### **CA Computer Science Standards**

- 9-12.NI.6 Compare and contrast security measures to address various security threats
- 9-12S.NI.5 Develop solutions to security threats

- CCSS.ELA-LITERACT.WHST.1: Write arguments focused on discipline-specific content
- CCSS.ELA-LITERACT.WHST.4: Produce clear and coherent writing in which the development, organization, and style
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#### UNIT 13 - NETWORK SECURITY: ALERTS, LOGS, AND DATA

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and fix errors
- 9-12S.NI.5 Develop solutions to security threats
- 9-12.NI.4 Describe issues that impact network functionality

#### **UNIT 14 – DIGITAL FORENSICS AND INCIDENT ANALYSIS AND RESPONSE**

#### **CA Computer Science Standards**

- 9-12.CS.3 Develop guidelines that convey systematic troubleshooting strategies that others can use to identify and fix errors
- 9-12S.NI.5 Develop solutions to security threats

- CCSS.ELA-LITERACY.RST.1: Cite specific textual evidence to support analysis of science and technical texts, attending
  to important distinctions the author makes and to any gaps or inconsistencies in the account
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Student Achievement • Safe Schools • Positive School Climate Humility • Civility • Service

**DATE:** May 2, 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

SUBJECT: NEW COURSE: HEALTH, WELLNESS, AND HEART RATE TRAINING

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#### **BACKGROUND**

The Chino Valley Unified School District routinely revises curriculum guides and develops new courses in accordance with State Content Standards, State Frameworks, and student needs. Accordingly, the revision and development of curriculum guides are the results of a collaborative effort of teachers in the related academic areas.

The Health, Wellness, and Heart Rate Training course is a junior high school elective physical education course. The focus of this course is an introduction to health and fitness by creating healthy habits using heart zone training, fitness, nutrition, exercise, and positive lifestyle habits.

This course is a trimester course and is aligned with the current California state standards and framework for physical education. This item was presented to the Board on April 18, 2024, as information.

This course was presented to the Curriculum Council and A.C.T. has been consulted.

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

#### RECOMMENDATION

It is recommended the Board of Education approve the new course Health, Wellness, and Heart Rate Training.

#### FISCAL IMPACT

None.

NE:GP:ED:wrg

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District
	Street Address: 5130 Riverside Drive
	Phone: (909) 628-1201
	Website: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum
	Position/Title: Director of Secondary Curriculum
	Site: District Office
	Phone: (909) 628-1201 X1630
В	. COVER PAGE - COURSE ID
1. Course Title:	Health, Wellness, and Heart Rate Training
2. Transcript Title/Abbreviation:	Health Wellness
3. Transcript Course Code/Number:	
4. Subject Area/Category:	Elective
5. Grade Level(s):	7-8
6. Length of Course:	12 weeks - (1 trimester)
7. Classified as a Career Technical	No
Education Course:	
8. Date of Board Approval:	

#### 9. Brief Course Description:

Aligned with the California state standards for Physical Education, the Health, Wellness, and Heart Rate Training elective will provide a progressive learning journey empowering students, both as individuals and contributors to society, to make informed choices, adjust behaviors, and influence societal well-being, thereby enhancing health literacy. Students will apply the knowledge acquired to create their personalized fitness regimen and put it into practice throughout the course.

10. Prerequisites:	None

#### 11. Context for Course:

Health, Wellness, and Heart Rate Training is an elective Physical Education course. The focus of this course is an introduction to health and fitness. The purpose is to explore lifelong fitness and health, making healthy choices, and how to create healthy habits using heart zone training, fitness, nutrition, exercise, and positive lifestyle habits.

#### 12. History of Course Development:

Health, Wellness, and Heart Rate Training is aligned with the current California state standards and framework for physical education and was developed to provide students with greater chances to acquire and integrate healthy lifelong lifestyle practices. By enhancing the existing physical education curriculum, additional units and topics were included to enrich the curriculum and equip students to address future challenges and concerns.

13. Textbooks:	None
14. Supplemental Instructional Materials:	California Association for Health, Physical Education, Recreation, and Dance (CAHPERD)  American Heart Association  Openphysed.org Tools for Teaching Modules

#### **C. COURSE CONTENT**

#### 1. Course Purpose:

The focus of this course is an introduction to health and fitness. The purpose is to explore lifelong fitness and health, making healthy choices, and how to create healthy habits using heart zone training, fitness, nutrition, exercise, and positive lifestyle habits. Students will learn how to incorporate these habits into their daily lifestyles. This course is designed to prepare students and enable them to achieve healthy habits not only for the present, but also for the rest of their lives. Students will integrate the latest in technology by using heart rate monitors to identify workloads, and different activities that have fitness benefits. Students will set up personal short- and long-term fitness and nutritional goals. This course supports the district's implementation of the Wellness Policy (2006) and provides students an essential overview to health and fitness concepts.

#### 2. Course Outline:

#### **Unit 1: Heart Zone Training**

- Students will incorporate the latest technology in heart rate monitors:
  - o 7th grade Physical Education standard(s): 3.2, 3.6, 4.2, 4.4
  - o 8th grade Physical Education standard(s): 3.4, 3.5, 4.3, 4.6
- Diverse range based on the student's own personal fitness and fitness goals:
  - 7th grade Physical Education standard(s): 3.2, 3.3, 3.4, 3.5, 3.6, 4.1, 4.2, 4.3
  - o 8th grade Physical Education standard(s): 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.3
- Understand the five heart rate training zones:
  - o 7th grade Physical Education standard(s): 3.2, 3.3, 3.5, 3.6, 4.2, 4.4
  - o 8th grade Physical Education standard(s): 3.1, 3.2, 3.4, 3.5, 4.3, 4.6
- Incorporate the knowledge of the five heart rate training zones:
  - o 7th grade Physical Education standard(s): 3.2, 3.3, 3.5, 3.6, 4.2, 4.4
  - o 8th grade Physical Education standard(s): 3.1, 3.2, 3.4, 4.3, 4.6

#### **Unit 2: Nutrition**

- Nutritional Facts and Values:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5
- Caloric Intake:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5
- Synthetic and Nonsynthetic Supplements and Energy Drinks:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5
- Essential Nutrients:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5
- Serving Sizes:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5
- Meal Plans:
  - o 7th grade Physical Education standard(s): 4.5
  - o 8th grade Physical Education standard(s): 4.5

#### **Unit 3: Physical Activity and Personal Fitness**

- Short- and Long-term Goals:
  - o 7th grade Physical Education standard(s): 3.3, 3.4
  - 8th grade Physical Education standard(s): 3.3, 4.1
- Pulse:
  - o 7th grade Physical Education standard(s): 3.2, 3.5, 3.6, 4.2, 4.4
  - o 8th grade Physical Education standard(s): 3.2, 3.4, 3.5, 4.6
- **Blood Pressure:** 
  - o 7th grade Physical Education standard(s): 3.2, 3.5, 3.6, 4.2, 4.4
  - o 8th grade Physical Education standard(s): 3.4, 3.5
- Weight Training:
  - o 7th grade Physical Education standard(s): 3.4, 3.5, 4.1, 4.6, 4.7
  - 8th grade Physical Education standard(s): 3.1, 3.4, 3.5, 4.4

#### **Unit 4: Kinesiology**

- Muscular System Structure and Movement:
  - o 7th grade Physical Education standard(s): 3.4, 3.5, 4.1, 4.6, 4.7
  - o 8th grade Physical Education standard(s): 3.1, 3.4, 3.5, 4.4

#### 3. Key Assignments:

#### **Unit 1: Heart Zone Training**

- Create a personal fitness plan Identify healthy nutritional, fitness, and lifestyle habits
- Develop short- and long-term goals
- Share with peers for feedback

#### **Unit 2: Nutrition**

- Create a personal nutrition plan
- Develop short- and long-term goals
- Share nutrition plan with peers for feedback

#### **Unit 3: Physical Activity and Personal Fitness**

- Create a personal fitness plan Identify healthy nutritional, fitness and lifestyle habits
- Develop short- and long-term goals
- Share with peers for feedback

#### **Unit 4: Kinesiology**

- Create a personal fitness plan with short- and long-term goals
- Incorporate how muscles move (Kinesiology) along with movement done in fitness room

This course is aligned with the California State Standards for Physical Education.

#### 7th Grade:

- 3.2 Evaluate individual measures of physical fitness in relationship to patterns of physical activity
- 3.3 Develop individual goals, from research-based standards, for each of the five components of health-related physical fitness
- 3.4 Plan a weekly personal physical fitness program in collaboration with the teacher
- 3.5 Participate in moderate to vigorous physical activity a minimum of four days each week
- 3.6 Assess periodically the attainment of, or progress toward, personal physical fitness goals and make necessary adjustments to a personal physical fitness program
- 4.1 Develop a one-week personal physical fitness plan specifying the proper warm-up and cool-down activities and the principles of exercise for each component of health-related physical fitness
- 4.3 Match personal preferences in physical activities with each of the five components of health-related physical fitness
- 4.4 Explain the effects of physical activity on heart rate during exercise, during the recovery phase, and while the body is at rest
- 4.5 Describe the role of physical activity and nutrition in achieving physical fitness
- 4.6 Identify and apply the principles of overload in safe, age-appropriate activities
- 4.7 Explain progression, overload, and specificity as principles of exercise

#### 8th Grade:

- 3.1 Assess the components of health-related physical fitness (muscle strength, muscle endurance, aerobic capacity, flexibility, and body composition) by using a scientifically based health-related physical fitness assessment
- 3.2 Refine individual personal physical fitness goals for each of the five components of health-related physical fitness, using research-based criteria
- 3.3 Plan and implement a two-week personal physical fitness plan in collaboration with the teacher
- 3.4 Participate in moderate to vigorous physical activity a minimum of four days each week
- 3.5 Assess periodically the attainment of, or progress toward, personal physical fitness goals and make necessary adjustments to a personal physical fitness program
- 4.1 Develop a two-week personal physical fitness plan specifying the proper warm-up and cool-down activities and the principles of exercise for each of the five components of health-related physical fitness
- 4.3 Identify ways of increasing physical activity in routine daily activities
- 4.4 Identify and apply basic principles in weight/resistance training and safety practices
- 4.5 Explain the effects of nutrition and participation in physical activity on weight control, self-concept, and physical performance
- 4.6 Explain the different types of conditioning for different physical activities

#### 4. Instructional Methods and/or Strategies:

- Collaborative Learning
- Cooperative Learning
- Direct Instruction
- Self-Directed Learning
- Computer Based Instruction
- Class Discussion
- Analysis of Nutritional Documents
- Close Reading of Nutritional Documents

#### 5. Assessment Including Methods and/or Tools:

The evaluation of student progress and evaluation will be based on the following criteria outlined in Board Policy:

- Assessments: 60-75% of the final grade
- Assignments and class discussions: 25-40% of the final grade

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

**DATE:** May 2, 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

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#### **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

\$5,653,224.23 to all District funding sources.

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

**DATE:** May 2, 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

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#### **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.

CURRICULUM, INSTRUCTION, INNOVATION, AND	FISCAL IMPACT
SUPPORT	Contract amount: \$20,000,00
CIIS-2425-001 CSM Consulting, Inc. To provide district E-Rate compliance services.	Contract amount: \$20,000.00
Submitted by: Technology	Funding source: General Fund
Duration of Agreement: July 1, 2024 - June 30, 2025	Tanang source: Constant and
CIIS-2425-002 Lexia Learning Systems, Inc.	Contract amount: \$164,280.00
To provide online student subscriptions.	
Submitted by: Elementary Curriculum	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	
CIIS-2425-003 Silicon Valley Mathematics Initiative	Contract amount: \$7,000.00
(SVMI), LLC.	Communication (17,000.00
To provide professional development membership.	Funding source: LCAP
Submitted by: Elementary Curriculum	
Duration of Agreement: July 1, 2024 - June 30, 2025	
	10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
CIIS-2425-004 SmartStar Solutions, LLC.	Contract amount: \$5,000.00
To provide tutoring services for foster youth. Submitted by: Student Support Services	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	I dilding source. LCAP
Duration of Agreement. July 1, 2024 - Julie 30, 2023	
CIIS-2425-005 HopSkipDrive, Inc.	Contract amount: \$5,000.00
To provide transportation for students in foster care.	
Submitted by: Student Support Services	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	
CIIS-2425-006 Dr. Sandra So	Contract amount: \$1,000.00
To provide collaborating physician services.	Contract amount: \$1,000.00
Submitted by: Health Services/CVUSD Health Center	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	
CIIS-2425-007 Professional Tutors of America, Inc.	Contract amount: \$15,000.00
To provide tutoring services for foster youth.	Funding sources LOAD
Submitted by: Student Support Services	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	
CIIS-2425-008 Leading Edge Learning Center, LLC.	Contract amount: \$20,000.00
To provide tutoring services for grades K-12.	
Submitted by: Student Support Services	Funding source: LCAP
Duration of Agreement: July 1, 2024 - June 30, 2025	
CIIS 2425 000 Equadation for California Community	Contract amount: Nana
CIIS-2425-009 Foundation for California Community Colleges	Contract amount: None
To provide data sharing and services partnership.	Funding source: None
Submitted by: Secondary Curriculum	1
Duration of Ágreement: July 1, 2024 - June 30, 2027	
CIIS-2425-010 MobyMax Education, LLC.	Contract amount: \$630.00
To provide student license for complete K-8 curriculum.	Funding source: BCD
Submitted by: Rhodes ES Duration of Agreement: March 22, 2024 - June 30, 2025	Funding source: RSP
Daration of Agroomont. Maron 22, 2024 - Julio 00, 2020	

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2425-011 Follett School Solutions, LLC. To provide district-wide renewal for Destiny service. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$57,817.47  Funding source: General Fund
CIIS-2425-012 The Informed SLP, LLC. To provide professional development for speech-language pathologists. Submitted by: Special Education Duration of Agreement: March 15, 2024 - June 30, 2025	Contract amount: \$1,392.00 Funding source: LEA
CIIS-2425-013 Aeries Software Inc. dba Eagle Software To provide Aeries analytics. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$53,202.00 Funding source: General Fund
CIIS-2425-014 Aeries Software Inc. dba Eagle Software To provide Aeries online enrollment and classic student information system. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$139,921.26  Funding source: General Fund
CIIS-2425-015 Aeries Software Inc. dba Eagle Software To provide Aeries communications. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$152,955.75  Funding source: General Fund
CIIS-2425-016 Epocrates, LLC.  To provide a program for medical protocol by consulting physician Dr. Sandra So.  Submitted by: Health Services/CVUSD Health Center Duration of Agreement: February 4, 2024 - June 30, 2026	Contract amount: \$179.99  Funding source: CHDP
CIIS-2425-017 Sidepath, Inc. To provide A10 network support renewal. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$16,936.00  Funding source: General Fund
CIIS-2425-018 ClassLink, Inc. To provide renewal licenses for ClassLink LaunchPad. Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Contract amount: \$66,311.00  Funding source: General Fund
CIIS-2425-019 Practice Fusion To provide electronic health records system. Submitted by: Health Services/CVUSD Health Center Duration of Agreement: July 1, 2024 - June 30, 2026	Contract amount: \$6,794.40 Funding source: LCAP

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2425-001 The Toro Company dba Rain Master	Contract amount: Per Rate Sheet
Irrigation Systems	
To provide central control for automatic weather-based	Funding source: General Fund
irrigation scheduling.	
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-002 U.S. CAD Holdings, LLC dba U.S. CAD	Contract amount: Per Rate Sheet
(Bluebeam)	
To provide software and support for blueprints and project	Funding source: General Fund
documents.	
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-003 AAA Container Sales and Rentals.	Contract amount: Per Rate Sheet
To provide rentals and moving of storage containers.	
Submitted by: Maintenance & Operations	Funding source: Various
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-004 Aero Environmental Services, LLC.	Contract amount: Per Rate Sheet
To provide district-wide asbestos testing, indoor air quality,	
and water testing.	Funding source: General Fund
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-005 Firetect, Inc.	Contract amount: Per Rate Sheet
To provide cleaning and flame retardant treatment of stage	
curtains and drapes.	Funding source: General Fund
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-006 Mission Landscape Companies, Inc.	Contract amount: Per Rate Sheet
To provide district-wide tree trimming, slope remediation,	
and mulch blowing services.	Funding source: General Fund
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-007 Patriot Environmental Lab Services, Inc.	Contract amount: Per Rate Sheet
To provide asbestos abatement clearance according to the	
Asbestos Hazard Emergency Response Act.	Funding source: General Fund
Submitted by: Maintenance & Operations	
Duration of Agreement: July 1, 2024 - June 30, 2025	
F-2425-008 Patriot Environmental Lab Sevices, Inc.	Contract amount: Per Rate Sheet
To provide Federal Asbestos Hazard Emergency Response	
Act (1987 AHERA) services and 3-year inspections with	Funding source: General Fund
asbestos testing.	
Submitted by: Maintenance & Operations  Direction of Agreement: July 1, 2024 June 20, 2025	
Duration of Agreement: July 1, 2024 - June 30, 2025	

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2425-009 Sports Facilities Group, Inc.	Contract amount: Per Rate Sheet
To provide mechanical sports equipment and gymnasium bleacher inspections. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2024 - June 30, 2025	Funding source: General Fund
E 2425 040 Tree Pres. Inc.	Contract amount: Per Rate Sheet
<b>F-2425-010 Tree Pros, Inc.</b> To provide District-wide tree trimming/remediation, slope	Contract amount: Per Rate Sneet
remediation, and mulch blowing services. Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2024 - June 30, 2025	Funding source: General Fund
F-2425-011 William T Cass Jr. dba Bill's Hydroseed	Contract amount: Per Rate Sheet
To provide District-wide hydroseeding.	Contract amount. Per Rate Sneet
Submitted by: Maintenance & Operations Duration of Agreement: July 1, 2024 - June 30, 2025	Funding source: General Fund
	0 1 1 1 1 5 5 10 00
F-2425-012 Card Integrators Corporation dba CI Solutions	Contract amount: \$5,548.00
To provide annual support, cloud hosting, and upgrades for bus passes. Submitted by: Transportation Duration of Agreement: 5/1/5024 - June 30, 2025	Funding source: General Fund
F-2425-013 Transfinder Corporation	Contract amount: \$24,545.00
To provide annual support, cloud hosting, and upgrade of Transfinder for bus routing and billing. Submitted by: Transportation Duration of Agreement: May 1, 2024 - June 30, 2025	Funding source: General Fund
F-2425-014 Davis Demographics MGT, LLC	Contract amount: \$1,995.00
To provide SchoolSite Locator renewal.	. ,
Submitted by: Technology Duration of Agreement: July 1, 2024 - June 30, 2025	Funding source: General Fund

MASTER CONTRACTS	FISCAL IMPACT
MC-2425-001 Smashvent LLC dba Smashvent LLC/OC	Contract amount: Per Rate Sheet
Fun Events	
To provide activities, entertainment, and games.	Funding source:
Submitted by: Howard Cattle ES	ASB/USB/PFA/PTA/PEP/ Boosters
Duration of Agreement: May 2, 2024 - June 30, 2027	
MC-2425-002 Chess Masters, Inc. dba After-School	Contract amount: Per Rate Sheet
Enrichment Programs	
To provide enrichment activities.	Funding source: Various
Submitted by: Health Services/Child Development	
Duration of Agreement: July 1, 2024 - June 30, 2027	

MASTER CONTRACTS	FISCAL IMPACT
MC-2425-003 Tatiana A. Bojorquez Grijalva dba Krazy	Contract amount: Per Rate Sheet
Dogz	
To provide catering/food truck services.	Funding source: Various
Submitted by: Rhodes ES	
Duration of Agreement: May 2, 2024 - June 30, 2027	
MC-2425-004 Barbara Brenner dba Scooter's Italian Ice	Contract amount: Per Rate Sheet
To provide catering/food truck services.	
Submitted by: Cal Aero	Funding source: Various
Duration of Agreement: May 2, 2024 - June 30, 2027	
MO 0405 005 Authory to Mathewall O	Out to the second Dee Date Of the
MC-2425-005 Artistry in Motion, LLC	Contract amount: Per Rate Sheet
To provide graduation streamer cannons and technicians.	F
Submitted by: Ayala HS	Funding source: Various
Duration of Agreement: May 2, 2024 - June 30, 2027	
MC-2425-006 American Outdoor Education	Contract amount: Per Rate Sheet
To provide science camp.	Contract amount. Fer Nate Sileet
Submitted by: Rolling Ridge ES	Funding source: Various
Duration of Agreement: July 1, 2024 - June 30, 2027	i diffully source. Validus
Duration of Agreement. July 1, 2024 - Julie 30, 2027	

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS MOU 24/25-0062 San Bernardino County Superintendent of Schools	Contract amount: None
To provide data-sharing services to assist LEA. Submitted by: Assessment & Instructional Technology Duration of Agreement: July 1, 2024 - June 30, 2029	Funding source: None

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2324-077 StudentNest, Inc.	Contract amount: \$56,200.00
To provide tutoring services for McKinney-Vento students in	
the CARE Program.	Increase contract amount from
Submitted by: Health Services/CARE Program	\$50,000.00 to \$56,000.00 for
Duration of Agreement: July 1, 2023 - June 30, 2024	additional students.
Original Board Approval: June 15, 2023	
	Funding source: Title I
CIIS-2324-149 Solution Tree, Inc.	Contract amount: \$170,400.00
To provide professional development for Mathematics at	
Work.	Increase contract amount from
Submitted by: Curriculum, Instruction, Innovation, and	\$170,000.00 to \$170,400.00 to align
Support	with purchase agreement.
Duration of Agreement: July 1, 2024 - June 30, 2025	
Original Board Approval: February 15, 2024	Funding source: Title II
	-

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

**DATE:** May 2, 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

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#### **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.



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

Purchasing Use Only
<u>B</u> oard 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:	4/15/24
Site Contact & Extension	Renay Prescott x8918		
	Adobe E-signature	isacceptable	
Department Head/Principa	al Approval:		
Technology Review:			

#### THIS FORM MUST BE TYPED

Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Playground Equipment	Colored chairs (located in TOTS garage at the Adult School)	NA	NA	
Playground Equipment	Teeter-totter CAM715 (located in TOTS garage)	V#19200,93126, PHASE 2	NA	
Classroom Furniture	Teachers desk (located in TOTS garage)	NA	NA	
Classroom Furniture	Rectangular Table (located in TOTS garage)	NA	NA	
Classroom Furniture	Shelving Unit (located in TOTS garage)	NA	NA	
Classroom Furniture	Shelving Unit (located in TOTS garage)	NA	NA	
Classroom Furniture	½ Circle Table (located in TOTS garage)	NA	NA	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	

Rev. 6/26/2023



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

Purchasing Us	e Only
Board Approva	al 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	Adult School/ Health Serv	Date Submitted:	Click or text.	tap here to enter	
Site Contact & Extension	Lucero Baeza EXT. 8933				
	Adobe E-s	ignature is acceptable	e		
Department Head/Princip		DB _			
Technology Review:	12	& RC			
	THIS FOR	M MUST BE TYPE	ED		
Description REQUIRED	Model #	Serial #	CVUSD Asse	et Tag	Good Working Condition
		21/2	70465		
Computer Equipment	Microsoft Surface	N/A	78465		
Computer Equipment	Microsoft Surface	86437	DO-TYKE-864		
Computer Equipment	Microsoft Surface	86438		DO-TYKE-86438	
Computer Equipment	Microsoft Surface	86435		DO-TYKE-86435	
Computer Equipment	Microsoft Surface	N/A		DO-HLTH-78470	
Computer Equipment	Microsoft Surface	86434	DO-TYKE-864	DO-TYKE-86434	
Computer Equipment	Microsoft Surface	N/A	DO-HLTH-78	DO-HLTH-78467	
Computer Equipment	Microsoft Surface	86436	DO-TYKE-864	136	
Computer Equipment	Microsoft Surface	N/A	DO-HLTH-78	468	
Computer Equipment	DELL	74122	CVAS-26-FJP	50W2	
Computer Equipment	DELL	65092	DO-TYKE- 9MNSSHQ2		
Computer Equipment	EPSON-Projector	74507	N/A		
Computer Equipment	EPSON-Projector	33162	N/A		
Description REQUIRED	Model #	Serial #	CVUSD Asse	et Tag	Good Working Condition
Computer Equipment	DELL	74244	DO-HLTH- 5GK2TW2		
Computer Equipment	MISC CORDS (14)	N/A	N/A		
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap henter text.	nere to	
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap henter text.	nere to	
Choose an item.	Click or tap here to enter	Click or tap here to	Click or tap h	nere to	

Rev. 6/26/2023

**Updated 4/8/24** 

**Cell Phones - Surplus List** 

No.	Device Type	MEID	SN	IMEI	ICCID	Good Working Condition
1	iPhone	35686511405022	FFXGCPGRN72J	35 686511 405022 8	8914 8000 0092 2560 9355	Yes
2	iPhone	35685511454418	F4HFTZWFN72J	35 685511 454418 9	8914 8000 0071 6060 0504	Yes
3	iPhone	35685811970629	DX3G7NVDN7SJ	35 685811 970629 0	8914 8000 0092 2560 9462	Yes
4	iPhone	35686011752923	F4JFTPZRN72J	35 686011 752923 7	8914 8000 0071 6066 3049	Yes
5	iPhone	35686011767872	F4JFTYKJN72J	35 686011 767872 9	8914 8000 0071 6060 2369	Yes
6	iPhone	35489309921638	FFMYL4SFJC6C	35 489309 921638 4	8914 8000 0050 1997 3288	Yes
7	iPhone	35202007562262	FFMS820VG5MH	35 202007 562262 3	8914 8000 0026 5898 2308	Yes
8	iPhone	35489609771766	C8PY8AS7JC6C	35 489609 771766 7	8914 8000 0048 0557 7866	Yes
9	iPhone	35489709752100	C8PY8DA1JC6C	35 489709 752100 0	8914 8000 0048 0557 7957	Yes
10	iPhone	35489709767866	C8RY7Z4TJC6C	35 489709 767866 9	8914 8000 0048 0553 6870	Yes
11	iPhone	35686011758382	F4JFTAK9N72J	35 686011 758382 0	8914 8000 0071 6060 1361	Yes
12	iPhone	3586511414945	FFXGCHWQN72J	35 686511 414945 9	8914 8000 0073 6928 9653	Yes
13	iPhone	35686511400033	FFXGCLNRN72J	35 686511 400033 0	8914 8000 0073 6928 9570	Yes
14	iPhone	35686011767868	F4JFTLNAN72J	35 686011 767868 7	8914 8000 0071 6066 3353	Yes
15	iPhone	35647310279056	FFMD43TTPLJM	35 647310 279056 4	8914 8000 0061 5401 9598	Yes
16	iPhone	35489609752184	C8TY71QFJC6C	35 489609 752184 6	8914 8000 0048 0554 5574	Yes
17	iPhone	35489609746768	C8RY7WDQJC6C	35 489609 746768 5	8914 8000 0048 0553 6961	Yes
18	iPhone	35351951632012	FG1H9JPLN72J	35 351951 632012 6	8914 8000 0074 2951 7028	Yes
19	IPHONE 11 64GB BLACK	356860117728862	SF4JFTP92N72J	35 686011 772886 2	8914 8000 0071 6066 4278	Yes
20	IPHONE 11 64GB BLACK	35686011762517	F4JFT0HGN72J	35 686011 762517 5	8914 8000 0071 6059 5100	Yes
21	IPHONE 11 64GB BLACK	35685811837275	F4HG101LN72J	35 685811 837275 5	8914 8000 0069 8944 9663	Yes
22	IPHONE 11 64GB BLACK	35685511450704	F4JFT0Q7N72J	35 685511 450704 6	8914 8000 0071 6066 7289	Yes
23	IPHONE 11 64GB BLACK	35685911523268	FFWFL95HN72J	35 685911 523268 7	8914 8000 0067 2600 9515	Yes
24	IPHONE 11 64GB BLACK	35686011768122	F4JFTBASN72J	35 686011 768122 8	8914 8000 0071 6066 3791	Yes
25	UNKNOWN	35685811972719	DX3G7PC1N72J	35 685811 972719 7	8914 8000 0071 9838 7447	Yes
26	UNKNOWN	35646210162988	ffmc9255pljy	35 646210 162988 1	unknown	Yes
27	iPhone	352020075894412		352020075894412		Yes
28	IPHONE 11 64GB BLACK	35685511458183	FSJFTPS1N72J	35 685511 458183 5	8914 8000 0071 6066 4591	Yes
29	IPHONE 11 64GB BLACK	35686011760585	F4JFTNKFN72J	35 686011 760585 4	8914 8000 0071 6060 2534	Yes
30	IPHONE 11 64GB BLACK	35686011769675	F4JFT1HRN72J	35 686011 769675 4	89148000007160663841	Yes
31	IPHONE 11 64GB BLACK	35685811834504	F4HG16ZON72	35 685811 834504 1	8914 8000 0069 8944 8475	Yes

No.	Device Type	MEID	SN	IMEI	ICCID	Good Working Condition
32	IPHONE 11 64GB BLACK	35686011750029	F4JFTAH3N72J	35 686011 750029 5	8914 8000 0071 6060 1619	Yes
33	IPHONE 11 64GB BLACK	35686011754413	F4JFT7ESN72J	35 6 <b>8</b> 6011 754416 0	8914 8000 0071 6060 1528	Yes
34	IPHONE 11 64GB BLACK	3586011757042	F4JFTXGXN72J	35 686011 757042 1	8914 8000 0071 6066 2090	Yes
35	IPHONE 11 64GB BLACK	3586011758904	F4JFTM6XN72J	35 686011 758904 1	8914 8000 0071 6066 3056	Yes
36	IPHONE 11 64GB BLACK	35686011763404	F4JFTLS3N72J	35 686011 763404 5	8914 8000 0071 6066 4617	Yes
37	IPHONE 11 64GB BLACK	35686011762697	F4JFTJY1N72J	35 686011 762697 5	8914 8000 0071 6066 3627	Yes
38	IPHONE 11 64GB BLACK	35685511444239	F4JFT8X1N72J	35 685511 444239 2	89148000 0071 6066 6034	Yes
39	IPHONE 11 64GB BLACK	35686011769082	F4JFTX2RN72J	35 686011 769082 3	8914 8000 0071 6060 1783	Yes
40	IPHONE 11 64GB BLACK	35685511437974	F4JFTF0SN72J	35 685511 437974 3	8914 8000 0071 6065 3917	Yes
41	IPHONE 11 64GB BLACK	35685811979238	DX3G70XBN72J	35 685811 979238 <b>1</b>	8914 8000 0072 0854 1280	Yes
42	IPHONE 11 64GB BLACK	35685511465608	F4JFTM2N72J	35 685511 465608 2	8914 8000 0071 6066 5481	Yes
43	IPHONE 11 64GB BLACK	35685511464045	F4JFTNT0N72J	35 685511 464045 8	8914 8000 0071 6060 3110	Yes
44	IPHONE 11 64GB BLACK	35685811958792	DX4G635LN72J	35 685811 958792 2	8914 8000 0072 0854 1892	Yes
45	IPHONE 11 64GB BLACK	35686011759262	F4JFT86AN72J	35 686011 759262 3	8914 8000 0071 6066 4526	Yes
46	IPHONE 11 64GB BLACK	35685511439302	F4JFT8HMN72J	<b>35 685511 439302</b> 5	8914 8000 0071 6065 8825	Yes
47	IPHONE 11 64GB BLACK	35685511464562	F4JFTB2RN72J	35 685511 464562 2	8914 8000 0071 6066 5523	Yes
48	IPHONE 11 64GB BLACK	35686011768903	F4JFT9H1N72J	35 686011 768903 1	8914 8000 0071 6060 3227	Yes
49	IPHONE 11 128GB BLACK	35351951083289	FFWH4B2MN720	35 351951 083289 4	8914 8000 0074 3657 9128	Yes
50	IPHONE 11 64GB BLACK	3568551454173	F4JFT49SN72J	35 <b>685511 454173</b> 0	8914 8000 0071 6066 6026	Yes
51	IPHONE 11 64GB BLACK	35686011754068	F4JFTLWVN72J	35 686011 754068 9	8914 8000 0071 6066 3445	Yes
52	IPHONE 11 64GB BLACK	356866511423699	FFXGCK77N72J	35 686511 423699 1	8914 8000 0092 2560 9314	Yes
53	IPHONE 11 64GB BLACK	35686011752154	F4JFTLP4N72J	35 686011 752154 9	8314 8000 0071 6060 3045	Yes
54	IPHONE 11 64GB BLACK	35685511457586	F4JFT8AZN72J	35 685511 457586 0	8914 8000 0071 6066 664 <b>6</b>	Yes
55	IPHONE 11 64GB BLACK	3568551146040 8	F4JFTM5KN72J	35 685511 460408 2	8914 8000 0071 606 3874	Yes
56	IPHONE 11 64GB BLACK	35686011764600	F4JFT7TYN72J	35 686011 764600 7	8914 8000 071 6066 3551	Yes
57	IPHONE 11 64GB BLACK	35686511413956	FFXGCN12N72J	35 686511 412956 7	8914 8000 0092 2561 1419	Yes

No.	Device Type	MEID	SN	IMEI	ICCID	Good Working Condition
58	IPHONE 11 64GB BLACK	35686511409197	FFXGCTQQN72J	35 686511 409197 4	8914 8000 0073 6929 0529	Yes
59	IPHONE 11 64GB BLACK	35685511466865	F4JFTAJNN72J	35 685511 466865 7	8914 8000 0071 6066 5473	Yes
60	IPHONE 11 64GB BLACK	35686011759345	F4HFTZ36N72J	35 686011 759345 6	8914 8000 0071 6060 1544	Yes
61	IPHONE 11 64GB BLACK	35686511423535	FFXGCWGQN72J	35 686511 423535 <b>7</b>	8914 8000 0092 2560 9496	Yes
62	IPHONE 11 64GB BLACK	35686011750854	F4JFT1JVN72J	35 686011 750854 6	8914 8000 0071 6066 3205	Yes
63	IPHONE 11 64GB BLACK	35783849316200	FG2GX926N72J	35 783849 316200 4	8914 8000 0074 3069 3834	Yes
64	IPHONE 11 64GB BLACK	35686011760274	F4JFTGRGN72J	35 686011 760274 5	8914 8000 0071 6060 2567	Yes
65	IPHONE 11 64GB BLACK	35687311766414	F4GFVZ69N72J	35 687311 766414 <b>4</b>	8914 8000 0069 8962 4034	Yes
66	IPHONE 11 64GB BLACK	35686011771724	F4JFTPLXN72J	35 686011 771724 6	8914 8000 0071 6064 9519	Yes
67	IPHONE 11 64GB BLACK	35687411766323	F4GFVRKNN72J	35 687411 766323 <b>5</b>	8914 8000 0069 9006 5862	Yes
68	IPHONE 11 64GB BLACK	35686011772037	F4JFTMEHN72J	35 <b>686011</b> 772037 2	8914 8000 0071 6066 3890	Yes
69	IPHONE 8	35489709739278	C8TY739⊔C6C	35 489709 739278 2	8914 8000 0048 0557 7817	Yes
70	IPHONE 11 64GB BLACK	35686011753009	F4JFTXK3N72J	35 686011 753009 4	8914 8000 0071 6066N 0904	Yes
71	IPHONE 11 BLACK	35686011762998	F4JFTANPN72J	35 686011 762998 7	8914 8000 0071 6066 2793	Yes
72	IPHONE 11 64GB BLACK	35685511456159	F4JFT784N72J	35 685511 456159 7	8914 8000 0071 6066 6950	Yes
73	IPHONE 11 64GB BLACK	35685511456006	F4HFTZTBN72J	<b>35 685511 456006 0</b>	8914 8000 0071 6066 6463	Yes
74	IPHONE 11 64GB BLACK	35686011765678	f4jfta6bn72j	35 686011 765678 2	8914 8000 0071 6060 2526	Yes
75	IPHONE 11 64GB BLACK	35685511467765	F4JFT9YXN72J	35 685511 467765 8	8914 8000 0071 6066 6158	Yes
76	IPHONE 11 64GB BLACK	35686011767035	F4JFT4TTN72J	35 686011 767035 3	8914 8000 0071 6066 2751	Yes
77	IPHONE 11 64GB BLACK	35687311771939	F4GFVYVLN72J	35 687311 771939 3	8914 8000 0069 8962 5015	Yes
78	IPHONE 11 64GB BLACK	35685511466057	F4JFTAM6N7SJ	35 685511 466057 1	8914 8000 0071 6066 3643	Yes
79	IPHONE 11 64GB BLACK	35685511470472	F4JFT05WN72J	35 685511 470472 6	8914 8000 0071 6066 6851	Yes
		35686011768888	F4HFTY3MN72J	35 686011 768888 4	8914 8000 0071 6061 9314	Yes
	IPHONE 11 64GB BLACK				8914 8000 0071 6066 2827	Yes
82	IPHONE 11 64GB BLACK	35685511429603	F4JFT76BN72J	35 685511 429603 8	8914 8000 0071 6066 6075	Yes
83	IPHONE 11 64GB BLACK	35686511414399	FFYGC1PSN72J	35 686511 414399 9	8914 8000 0092 2561 1427	Yes
84	IPHONE 11 64GB BLACK	35687311765486	F4GFVYS4N72J	35 687311 765486 3	8914 8000 0069 8962 1741	Yes

No.	Device Type	MEID	SN	IMEI	ICCID	Good Working Condition
85	IPHONE 11 64GB BLACK	35686011764767	f4jftpnen72j	35 686011 764767 4	8914 8000 0071 6066 2777	Yes
86	IPHONE 11 64GB BLACK	35685511455269	F4JFTMD5N72J	35 685511 455269 5	8914 8000 071 6066 5374	Yes
87	IPHONE 11 64GB BLACK	35685511441110	F4JFT4AAN72J	35 685511 441110 8	8914 8000 0071 6066 6141	Yes
88	IPHONE 11 64GB BLACK	35686011763345	F4JFTFNFN72J	35 686011 763345 0	8914 8000 0071 6059 5019	Yes
89	IPHONE 11 64GB BLACK	35685511460208	F4JFT7TZN72J	35 685511 460208 6	8914 8000 0071 6066 6752	Yes
90	IPHONE 11 64GB BLACK	35686011755116	F4JFTLZFN72J	35 686011 755116 5	8914 8000 0071 6060 2120	Yes
91	IPHONE 11 64GB BLACK	35686011756552	F4HFTY2WN72J	35 686011 756552 0	8914 8000 0071 6066 5630	Yes
92	IPHONE 11 64GB BLACK	35686011761839	F4JFT0E6N72J	35 686011 761839 4	8914 8000 0071 6060 1312	Yes
93	IPHONE 11 64GB BLACK	35686011773846	F4JFTPKVN72J	35 686011 773846 5	8914 8000 0071 6060 1288	Yes
94	IPHONE 11 128GB BLACK	35032052006129	FFWGG3TBN720	35 032052 006129 0	8914 8000 0073 7111 4063	Yes
95	IPHONE 11 64GB BLACK	3586011756197	F4JFTLWAN72J	35 686011 756197 4	8914 8000 0071 6065 9757	Yes
96	IPHONE 11 64GB BLACK	35687311770564	F4GFVZFWN72J	35 687311 770564 0	8914 8000 0069 8962 5387	Yes
97	IPHONE 11 64GB BLACK	35687311766072	F4GFVYQAN72J	35 687311 766072 0	8914 8000 0069 8962 2582	Yes
98	IPHONE 11 64GB BLACK	35687311861024	DX4G31S1N72J	35 687311 861024 5	8914 8000 0072 0978 0556	Yes
	IPHONE 11 64GB BLACK	35686011772566	F4JFTH2JN72J	35 686011 772566 0	8914 8000 0071 6060 1247	Yes
	IPHONE 8 SPACE GRAY 64GB VZ	35489609733939	C8RY7XBLJC6C	35 489609 733939 7	8914 8000 048 0554 8438	Yes
101	IPHONE 11 64GB BLACK	35686011772508	F4JFTGHKN72J	35 686011 772508 2	8914 8000 0071 6066 1944	Yes
102	IPHONE 11 64GB BLACK	35687311766097	F4GFVW1SN72J	35 687311 766097 7	8914 8000 0069 8962 2558	Yes
103	IPHONE 11 64GB BLACK	35687311774808	F4GFVZFBN72J	35 687311774808 7	8914 8000 006908962 6161	Yes
104	IPHONE 11 64GB BLACK	35686011768683	F4HFTZD9N72J	35 686011 768683 <b>9</b>	8914 8000 00716066 3833	Yes
105	IPHONE 11 64GB BLACK	35687311759581	F4GFVV0YN72J	35 687311 759581 9	8914 8000 0069 8962 2566	Yes
	IPHONE 11 64GB BLACK	35686511408566	FFXGCLTZN72J	35 686511 408566 1	8914 8000 0092 2561 1401	Yes
1	IPHONE SE 2ND GENERATION 64GB BLACK	35684811101001	FFMDMFZFPUM	<b>35 684811 101001 5</b>	8914 8000 0062 9998 3179	Yes
108	IPHONE SE 20 64GB BLACK	35685411327478	F18F3CTFPUM	35 685411 327478 1	8914 8000 0063 0407 0368	Yes
	IPHONE 11 64GB BLACK	356860117522156			8914 8000 0071 6066 4245	Yes
	IPHONE 11 64GB BLACK	35685511470836	F4JFT7Y7N72J		8914 8000 0071 6066 4243 8914 8000 0071 6066 8238	Yes
	IPHONE 11 64GB BLACK	35686011770799	F4JFTYHPN72J		8914 8000 0071 6065 9336	Yes
	IPHONE 11 128GB RED	35032052210156			8914 8000 0072 0100 7149	Yes

No.	Device Type	MEID	SN	IMEI	ICCID	Good Working Condition
113	IPHONE 11 64GB BLACK	35686011769920	F4JFTFS7N72J	35 686011 769920 4	8914 8000 0071 6060 3094	Yes
114	IPHONE 11 64GB BLACK	35686011752859	F4JFTM74N72J	35 686011 752859 3	8914 8000 0071 6060 2245	Yes
115	IPHONE 11 64GB BLACK	35685611976025	FFWG8EGWN72	35 685611 976025 9	8914 8000 0072 0042 7041	Yes
116	IPHONE 11 64GB BLACK	35686011771479	F4JFTBBNN72J	35 686011 771479 7	8914 8000 0071 6060 3466	Yes
117	IPHONE 11 64GB BLACK	35685511468967	F4JFTNXMN72J	35 685511 468967 9	8914 8000 0071 6066 4575	Yes
118	IPHONE 11 64GB BLACK	35687411756156	F4GFVRP0N72J	35 687411 7561561	8914 8000 0069 9004 7001	Yes
119	IPHONE 11 64GB BLACK	35687411764141	F4GFVRGVN72J	35 687411 764141 3	8914 8000 0069 9006 1481	Yes
120	IPHONE 11 64GB BLACK	35685511465128	F4JFTLSHN72J	35 685511 465128 1	8914 8000 0071 6066 4625	Yes
121	IPHONE 11 64GB BLACK	35686011759760	F4JFTNMWN72J	35 686011 759760 6	8914 8000 0071 6060 2559	Yes
122	IPHONE 11 64GB BLACK	35687311766036	F4GFVZJWN72J	35 687311 766036 5	8914 8000 0069 8962 6096	Yes
123	IPHONE 11 64GB BLACK	35685511459410	F4JFT4HAN72J	35 685511 459410 1	8914 8000 0071 6066 6042	Yes
124	IPHONE 11 64GB BLACK	35685511465770	F4JFT751N72J	35 685511 465770 0	8914 8000 0071 6066 7628	Yes
125	IPHONE 11 64GB BLACK	35686011755733	F4HFTXYFN72J	35 686011 755733 7	8914 8000 0071 6066 3478	Yes
126	IPHONE 11 64GB BLACK	35686011750855	F4JFTX3FN72J	35 686011 750855 3	8914 8000 0071 6060 3359	Yes
127	IPHONE 11 64GB BLACK	35686011759655	F4JFTMABN72J	35 686011 759655 8	8914 8000 0071 6060 2252	Yes
128	IPHONE 12 64GB BLACK	35350375613581	G6TDX2SB0DXP	35 350375 613581 6	8914 8000 0065 4341 3411	Yes
129	IPHONE 11 64GB BLACK	35686011772988	F4JFT8MPN72J	35 686011 772988 6	8914 8000 0071 6066 5580	Yes
130	iPad Mini-A1432	BCGA1432	F4KJXVFLF196	579C-A1432	Asset Tag: 40517	Yes
131	iPad-A1893	BCGA1893	FPLC90C3JF8J	579C-A1893	x7355666	No
	iPad-A1395	BCGA1395	DN6FQF5VDFJ0	Assert of the Control	Asset Tag: 35825	Yes
133	iPad Mini-A1489	BCGA1489	F9HQKS5WFCN	579C-A1489		Yes
134	iPad Mini-A1489	BCGA1489	F9HQKBKAFCM	579C-A1489		Yes
135	iPad-A1395	BCGA1395	DYVJQ7T2DKPI	579C-A1395	Asset Tag: 40505	Yes
136	iPad-A1566	BCGA1566	DMPS49Y8G5V	579C-A1566	Asset Tag: 54061	Yes
137	MacBook Pro-A1286	QD-BRCM1055	C02HJ1QHDV7	4324A-BRCM1055	Asset Tag: 39834	Yes

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

**DATE:** May 2, 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- 68	Chino HS Stadium Building Painting	Omega Construction Co., Inc.	\$42,900.00	N/A	\$42,900.00	01	February 2, 2024
CC2024- 84	Adult School Painting Facia and Doors	AM Painting, Inc. dba AM Contracting, Inc.	\$58,500.00	N/A	\$58,500.00	01	April 4, 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**

\$101,400.00 to General Fund 01

NE:GJS:MS:cb

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**DATE:** May 2, 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 2023/2024-51 AND 2023/2024-54, 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 contract as itemized below:

Resolution	Contract	Contractor(s)	Description	Term
2023/2024- 51	San Bernardino County Superintendent of Schools Bid 23/24-0005	School Specialty, LLC	Furniture: System and Stand Alone	7/1/2023-6/30/2024
2023/2024- 54	Hesperia Unified School District Bid #22-001	Sliver Creek Industries, Inc.	Purchase of DSA Approved Portables/Modular Buildings	11/8/2023-11/8/2024

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

### **RECOMMENDATION**

It is recommended the Board of Education adopt Resolution 2023/2024-51 and 2023/2024-54, Authorization to Utilize Piggyback Contract.

## **FISCAL IMPACT**

Unknown.

#### Chino Valley Unified School District Resolution 2023/2024-51 Authorization to Utilize the

# San Bernardino County Superintendent of Schools to Purchase Bid 23/24-0005 Furniture: System and Stand Alone with School Specialty, LLC

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

**WHEREAS**, San Bernardino County Superintendent of Schools currently has a piggyback Bid 23/24-0005, in accordance with Public Contract Code 20118 for Furniture: System and Stand Alone with School Specialty, LLC 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 of Furniture: System and Stand Alone through the piggyback contract procured by the San Bernardino County Superintendent of Schools, Bid 23/24-005.

**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 of Furniture: System and Stand Alone through the piggyback contract originally procured by the San Bernardino County Superintendent of Schools, Bid 23/24-0005, 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 Furniture: System and Stand Alone in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the San Bernardino County Superintendent of Schools, Bid 23/24-0005.

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 July 1, 2023, for the term ending June 30th, 2024.

**APPROVED**, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 2nd day of May, 2024 by the following vote:

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

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

# Chino Valley Unified School District Resolution 2023/2024-54 Authorization to Utilize the Hesperia Unified School District Bid #22-001 to Purchase DSA Approved Portables/Modular Buildings from Silver Creek Industries. Inc.

**WHEREAS**, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure DSA Approved Portables/Modular Buildings

**WHEREAS**, Hesperia Unified School District currently has a piggyback Bid #22-001, in accordance with Public Contract Code 20118 for the Purchase of DSA Approved Portables/Modular Buildings with Silver Creek Industries, Inc. 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 of DSA Approved Portables/Modular Buildings through the piggyback contract procured by the Hesperia Unified School District Bid # 22-001

**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 of DSA Approved Portable/Modular Buildings through the piggyback contract originally procured by the Hesperia Unified School District Bid #22-001, 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 the Purchase of DSA Approved Portables/Modular Buildings in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Hesperia Unified School District Bid #22-001

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 November 8, 2023, for the term ending November 8, 2024.

**APPROVED**, **PASSED**, **AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 2nd day of May, 2024 by the following vote:

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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

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

**DATE:** May 2, 2024

TO: Members, Board of Education

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

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

and Operations

SUBJECT: REIMBURSEMENT AGREEMENT BETWEEN THE CHINO

VALLEY UNIFIED SCHOOL DISTRICT AND LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR DEPARTMENT OF STATE ARCHITECT INSPECTION SERVICES

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### **BACKGROUND**

On February 15, 2005, the Board of Education approved a land lease agreement with Verizon Wireless to construct and install stadium lighting at Chino Hills HS in exchange for the installation of six (6) cellular antennas on one stadium light standard. Per the agreement, all changes, modifications and improvements to the cellular tower/antenna array must be approved by the California Department of State Architect (DSA).

Verizon Wireless is proposing changes to the cellular tower/antenna array which require DSA approval. As part of the approval process, a DSA inspector is required to inspect and certify that the changes are per the DSA approved plans and specifications. The District will be providing the DSA inspector through its Board approved inspection services provider, TYR Inspections, and Verizon Wireless will reimburse the District for these costs through the reimbursement agreement.

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

### RECOMMENDATION

It is recommended the Board of Education approve the Reimbursement Agreement between the Chino Valley Unified School District and Los Angeles SMSA dba Verizon Wireless for Department of State Architect Inspection Services.

### FISCAL IMPACT

None.

NE:GJS:cb

### AGREEMENT FOR ADVANCE OF FUNDS

(Reimbursement Agreement for Inspector Services)

This Agreement for Advance of Funds (the "Agreement") is entered into as of May 3, 2024 (the "Effective Date") by and between the Chino Valley Unified School District (the "District") and Los Angeles SMSA Limited Partnership, a California Limited Partnership d/b/a/ Verizon Wireless ("Verizon"). District and Verizon may be referred to in this Agreement collectively as the "Parties."

### WITNESSETH

WHEREAS, the District awarded a Communications Site Lease Agreement to Verizon on February 14, 2004 to construct, maintain and operate on the leased premises at Chino Hills High School, located at 16150 Pomona Rincon Road, Chino Hills, CA 91709 (the "Premises") certain communications facilities to be used for mobile/wireless communications services (the "Project"); and

WHEREAS, the Department of General Services, Division of the State Architect ("DSA") has approved plans and specifications for modifications to the Project, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Work");

WHEREAS, consistent with Education Code section 17311, District has entered into a contract for competent, adequate, and continuous inspection during the construction of the Work ("Inspection Services") with TYR Inspection Services, a firm satisfactory to the District and to DSA (the "IOR"); and

WHEREAS, the District has agreed to advance the cost for the Inspection Services and Verizon has agreed to reimburse District for such costs per Exhibit "B" attached hereto and incorporated herein;

**NOW, THEREFORE**, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties agree as follows:

- 1. The District agrees to advance the costs incurred by the IOR for the Inspection Services related to the Work.
- 2. Verizon agrees to reimburse the District for the costs advanced by the District to compensate the IOR for the Inspection Services upon receipt of District's monthly invoice, supported by the IOR's detailed invoice of work performed. Verizon shall pay all such invoices within 14 business days from the date of each such invoice payable to the District at the following address:

Chino Valley Unified School District 5130 Riverside Drive Chino, California 91710-4130 Attn: Gregory Stachura

- 3. The Parties agree that the IOR's compensation for the Inspection Services shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless such amount is increased with the mutual written consent of the Parties.
- 4. The term of this Agreement shall commence as of the Effective Date and shall continue until the Work has been completed and the IOR has complied with all applicable requirements of DSA Procedure: Project Certification Process (PR 13-02), revised July 25, 2014, or successor DSA Procedure.
- 5. Neither party may assign its rights or obligations under this Agreement to another party.
  - 6. This Agreement may only be amended in writing by mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

### CHINO VALLEY UNIFIED SCHOOL DISTRICT

LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

BY: AIRTOUCH CELLULAR INC., ITS GENERAL PARTNER

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Ву:	By:
Name: Gregory J. Stachura	Name: Daisy M. Uy Kimpang
Title: Assistant Superintendent	Title: Assoc Dir-Ntwk Reg/RE
Date: May 3, 2024	Date: 3/27/2024

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# EXHIBIT "A"

# **DESCRIPTION OF WORK**

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PROJECT SUMMARY

PROJECT TEAM

PROJECT DESCRIPTION

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MTX 51 / BSC 4
16150 POMONA RINCON RD.
CHINO HILLS, CA 91709
CHINO VALLEY UNIFIED SCHOOL DISTRICT

CHINO HILLS HS



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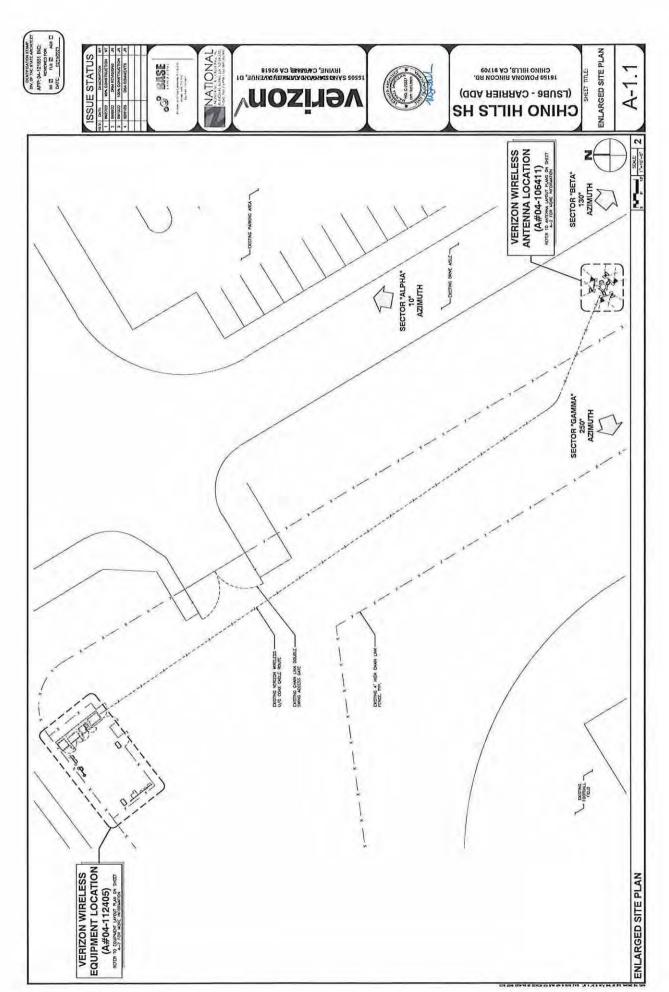
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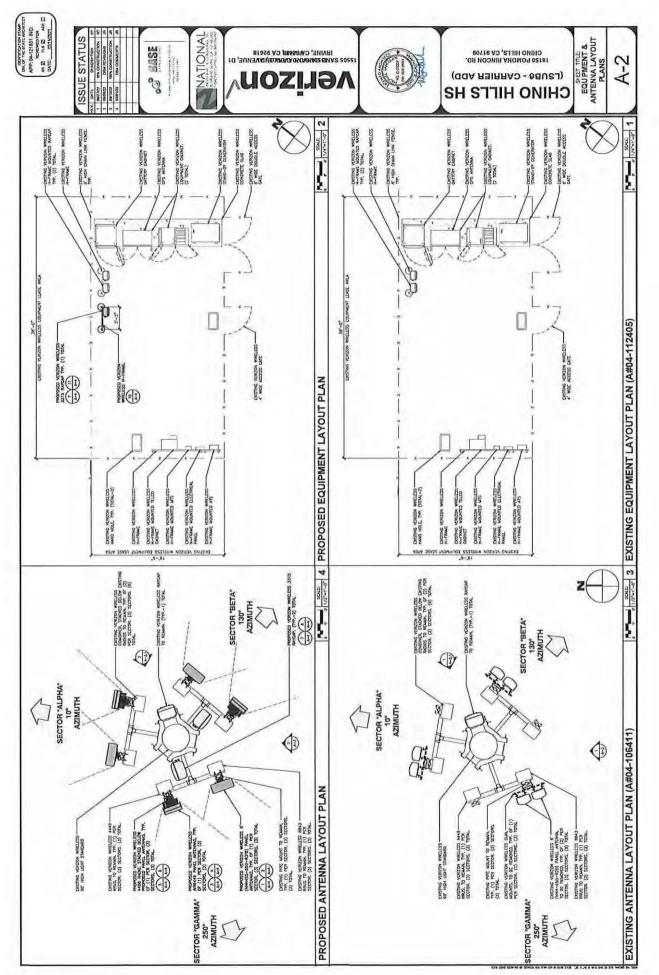
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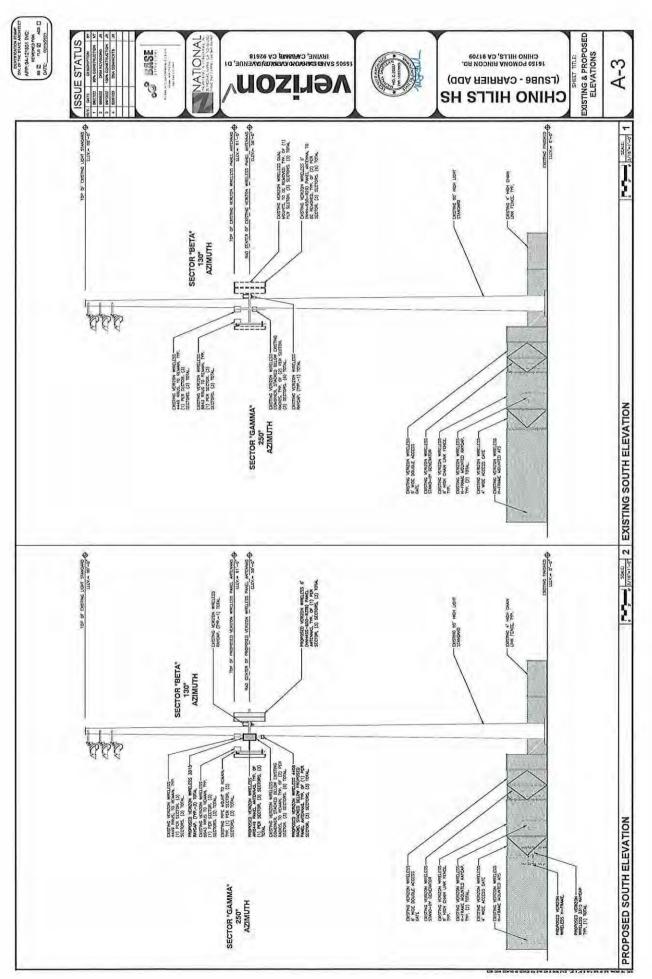
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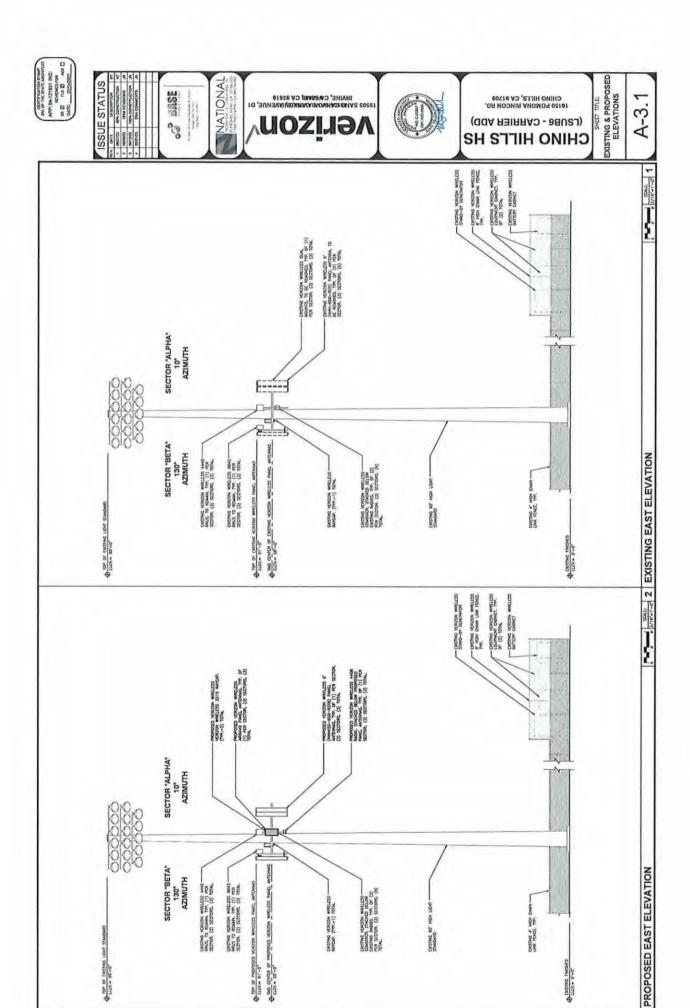
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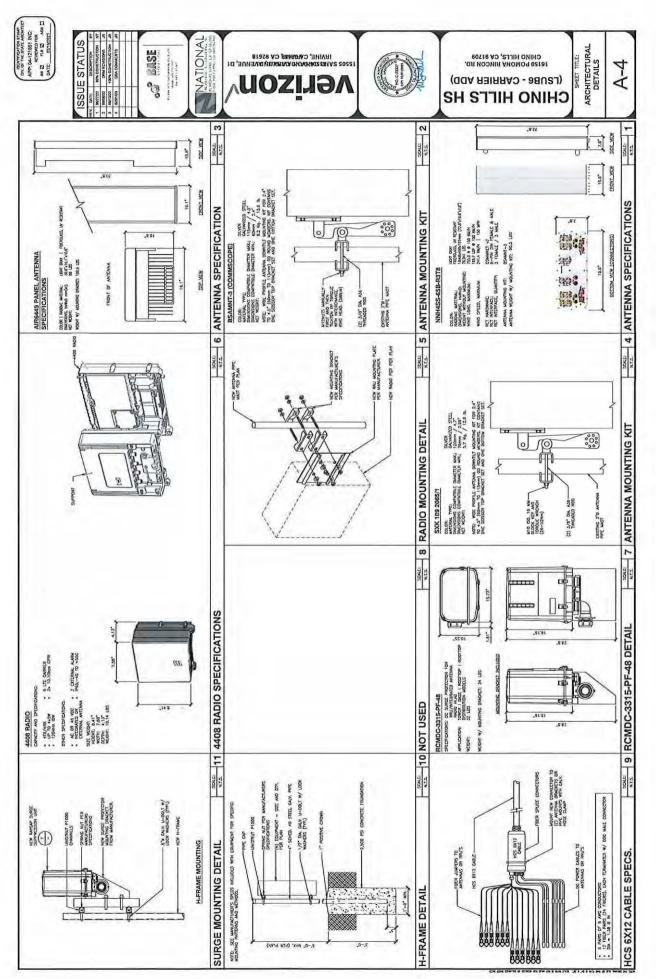
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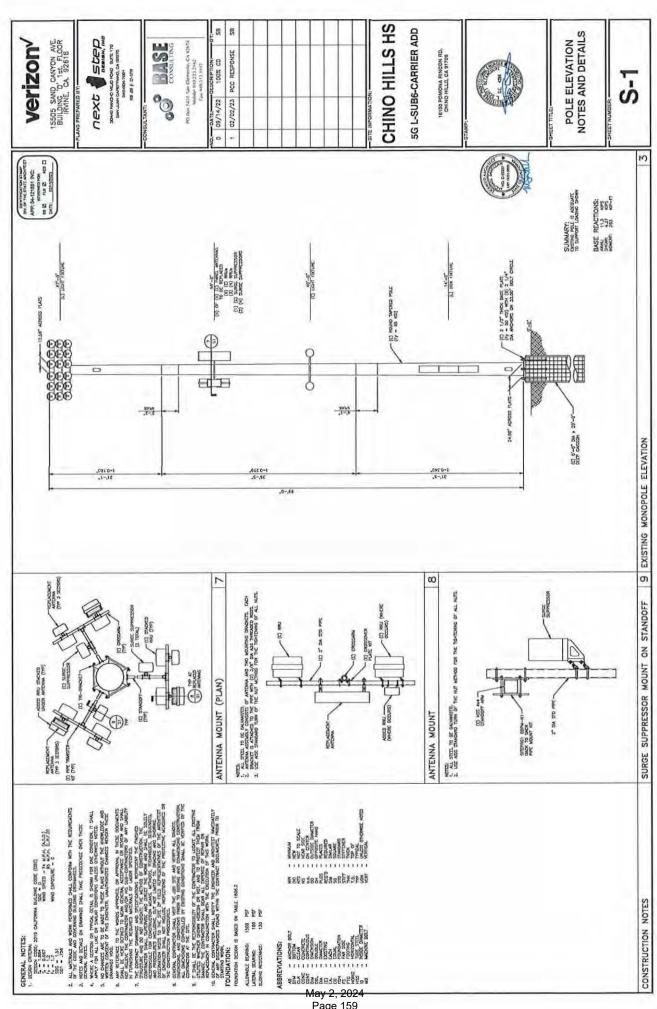


May 2, 2024 Page 157

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Page 159

### EXHIBIT "B"

# INSPECTION SERVICES

# TYR, INC.

Chino Valley Unified School District

Request for Proposal Construction Inspection Services - Inspector of Record (IOR)

Alteration of 1-Cellular Verizon Pole/Tower & Equipment Enclosure

Submittal Due Date: April 12th, 2023

PROJECT INSPECTION SERVICES





April 12<sup>th</sup>, 2022 Chino Valley Unified School District Facilities, Planning, and Operations Division 5130 Riverside Drive, Chino, CA 91710-4130 Attn: Greg Stachura, Assistant Superintendent

REFERENCE: ESTIMATED COST PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES – REQUEST FOR PROPOSAL, ALTERATION OF 1-CELLULAR VERIZON POLE/TOWER & EQUIPMENT ENCLOSURE

Dear Mr. Stachura,

Thank you for considering TYR for your inspection services needs at the Chino Valley Unified School District. We are a highly qualified and experienced team of professionals that provide top-quality inspection services for educational and medical facilities. We are honored to have the opportunity to provide inspection services for the installation of a new Verizon Tower at the Chino Hills High School Facility.

Our team has extensive experience in conducting inspections for schools and universities, and we have a thorough understanding of the specific regulations and guidelines that apply to these types of facilities. We are confident that we can provide the Chino Valley Unified School District with the highest level of service and attention to detail.

In terms of specific services, we offer a range of inspection options, including:

- · Fire safety inspections
- · Building code compliance inspections
- · Accessibility inspections
- · Structural and mechanical inspections
- · Electrical and plumbing inspections

We can also tailor our inspection services to meet the specific needs of the Chino Valley Unified School District.

In addition to our technical expertise, we place a strong emphasis on customer service and communication. We understand that the inspection process can be complex, and we strive to make it as easy and stress-free as possible for our clients. Our team is available to answer any questions or concerns you may have throughout the inspection process.

We look forward to the opportunity to work with the Chino Valley Unified School District and provide the highest level of inspection services. Please do not hesitate to contact us with any questions or to discuss your inspection needs in further detail.

Sincerely,

Youssef Sobhi President and CEO

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# CHINO VALLEY UNIFIED SCHOOL DISTRICT INSPECTOR OF RECORD (IOR), PROJECT INSPECTION SERVICES

### LUMP SUM ESTIMATION

#### COST ESTIMATE

This estimated cost proposal is based upon providing project inspection throughout the entire duration of construction and installation of the Cell Tower's upgrade. The fully burdened estimated cost for inspection services for this project will be \$6,640.00.

Please note that should the project details change from the information given at the time of the submission of this proposal or if the project requires additional site visits, this cost estimate may be subject to change.

If there is any additional information you may need, please do not hesitate to call, or email us.

#### OVERTIME RATES

Weekend, Holiday, and Off hours are billed at 1.5x of any given hourly rate.

#### PROPOSED REIMBERSABLES

No additional services or reimbursables are being proposed for the scope of this RFQ. The provided rates are fully burdened. If additional services become necessary for the district, TYR will provide quotations for those services.

#### BILLING PRACTICES

TYR's will be bidding on this project on a lump sum basis due to the small size of the project in question.

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

**DATE:** May 2, 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 23-24-12 DISTRICT-WIDE NFPA 72

FIRE ALARM TESTING

\_\_\_\_\_\_

### **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 solution for less money.

RFP 23-24-12, District-Wide NFPA 72 Fire Alarm Testing was published in the Inland Valley Daily Bulletin on February 26, 2024, and March 4, 2024. Proposals were submitted at 1:00 p.m. on March 12, 2024, and were received from one (1) vendor.

Vendor	School
Time and Alarm Systems	District Wide

The basic scope of work for this RFP is to perform annual fire alarm testing in accordance with applicable local, state, and federal requirements.

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 23-24-12, District-Wide NFPA 72 Fire Alarm Testing to Time and Alarm Systems.

### FISCAL IMPACT

Estimated \$100,000 to General Fund 01

NE:GJS:KC:cb

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

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

Operations

Kathy Casino, Director, Purchasing

SUBJECT: AWARD OF BID NO. 23-24-13I, DICKEY ES NO CLIMB FENCING

**PROJECT** 

\_\_\_\_\_\_

### **BACKGROUND**

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

A Notice to Contractors Calling for Bids for Bid No. 23-24-13I, Dickey ES No Climb Fencing Project, was published in the Inland Valley Daily Bulletin on February 27, 2024, and March 5, 2024. Bids were submitted at 1:00 p.m. on March 15, 2024. The results are as follows:

Contractor	Bid Amount
Quality Fence Co, Inc	\$168,888.00
AB Fence Co, Inc.	\$224,274.00
Izureta Fence Co, Inc.	\$233,788.00
Ever Fence Corp	\$240,350.00
Golden West Fence	\$250,302.00
Red Hawk Services	\$263,478.00

The basic scope of work for this project is to replace the existing fence with no climb fencing.

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

### RECOMMENDATION

It is recommended the Board of Education award Bid No. 23-24-13I, Dickey ES No Climb Fencing Project to Quality Fence Co., Inc.

### FISCAL IMPACT

\$168,888.00 to STOPS Grant

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

**DATE:** May 2, 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: AMEND ACTION TAKEN ON APRIL 18, 2024, AND REJECT ALL

BIDS RECEIVED FOR BID NO. 23-24-14I, DON LUGO HS MPR SOUND AND LIGHTING SYSTEM REPLACEMENT AND

**AUTHORIZATION TO REBID THE PROJECT** 

\_\_\_\_\_

### **BACKGROUND**

A Notice to Contractors Calling for Bids for Bid No. 23-24-14I, Don Lugo HS MPR Sound and Lighting System Replacement, was published in the Inland Valley Daily Bulletin on March 6, 2024, and March 13, 2024. Bids were submitted at 1:00 p.m. on March 22, 2024.

On April 18, 2024, the Board of Education Awarded Bid No. 23-24-14I, Don Lugo HS MPR Sound and Lighting System Replacement to Sunset Electrical Contractors, Inc. in the amount of \$241,363.00, as an informally bid CUPCCAA project.

Per Public Contract Code (PCC) 22032, public projects of more than two hundred thousand dollars (\$200,000) shall be let to contract by formal bidding procedures.

Because the total bid amount exceeded the bid limit authorized PCC 22032, the action taken on April 18, 2024, must be amended to reject all bids received for this project.

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

### **RECOMMENDATION**

It is recommended the Board of Education amend action taken on April 18, 2024, and reject all bids received for Bid No. 23-24-14I, Don Lugo HS MPR Sound and Lighting System Replacement and authorization to rebid the project.

### FISCAL IMPACT

None.

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**DATE:** May 2, 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 vear budget.

NE:LF:JD:JO:jw

# **CERTIFICATED PERSONNEL**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	EFFECTIVE DATE			
HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2023/2024 SCHOOL YEAR						
MA, Xiaoya NORRIS, Lynne QUIROS, William REYES, Johnny GANT, Nicole	DLI Teacher Special Education Teacher Special Education Teacher Adult School Teacher Psychologist	Hidden Trails ES Oak Ridge ES Chino HS Adult School Special Education	05/13/2024 04/29/2024 04/22/2024 04/22/2024 05/06/2024			
RETIREMENT						
BURTON, Holly (31 years of service)	Elementary Teacher	Cattle ES	07/01/2024			
MORLEY, Jeannie (33 years of service)	Elementary Teacher	Country Springs ES	06/01/2024			
ZUBER, Lauralee (39 years of service)	Elementary Teacher	Hidden Trails ES	06/01/2024			
SAENZ-RODRIGUEZ, Patricia (31 years of service)	Elementary Teacher	Marshall ES	05/27/2024			
BRITTEN, Kevin (21 years of service)	Secondary Teacher	Chino HS	05/25/2024			
<u>RESIGNATIONS</u>						
HOLMES, Audra HOWELL-SMALL, Renese REESE, Jennifer VARGHESE, Suvin	Elementary Teacher Child Development Teacher District Librarian Psychologist	Cal Aero K-8 Health Services Sec. Curriculum Special Education	06/30/2024 05/24/2024 05/24/2024 05/03/2024			
APPOINTMENT - EXTRA DUT	Y - SPORTS					
STARICKA, Damian BELTRAN, Carlos (NBM) DODD, Timothy (NBM)	Football (B) Soccer and Baseball (GF) Band (B)	Ayala HS Chino HS Chino Hills HS	05/03/2024 05/03/2024 05/03/2024			
		TOTAL:	\$6,881.00			
APPOINTMENT - EXTENDED	LEARNING - SUMMER PRO	<u>OGRAM</u>				
AUSTIN, Erica BALDOMINO, Nancy BENNETT, Russell DAVIS, Mary Lisa FOSS, Raechel FOY, Alexander	Child Development Teacher	Health Services Health Services Health Services Health Services Health Services Health Services	6/3/2024 6/3/2024 6/3/2024 6/3/2024 6/3/2024			

# **CERTIFICATED PERSONNEL** (cont.)

<u>NAME</u>	<u>POSITION</u>	LOCATION	EFFECTIVE DATE
APPOINTMENT - EXTENDED	LEARNING - SUMMER PRO	OGRAM (cont.)	
GASS, Janet	Child Development Teacher	Health Services	6/3/2024
HUNTER-BUFFINGTON, Carri	Child Development Teacher	Health Services	6/3/2024
INGRASSIA, Isabella	Child Development Teacher	Health Services	6/3/2024
JOLIN, Leslie	Child Development Teacher	Health Services	6/3/2024
JUAREZ, Ileana	Child Development Teacher	Health Services	6/3/2024
LUEVANOS, Jessica	Child Development Teacher	Health Services	6/3/2024
MACIEL, Jasmine	Child Development Teacher	Health Services	6/3/2024
MCCAIN, Tracy	Child Development Teacher	Health Services	6/3/2024
MEJIA, Stephanie	Child Development Teacher	<b>Health Services</b>	6/3/2024
MELO, Jennifer	Child Development Teacher	<b>Health Services</b>	6/3/2024
MOANA, Denise	Child Development Teacher	<b>Health Services</b>	6/3/2024
NORITAKE, Adam	Child Development Teacher	<b>Health Services</b>	6/3/2024
VAUGHN, Heather	Child Development Teacher	Health Services	6/3/2024

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

CHAVEZ, Eric	ESTRADA, Adrien	HUGHES, Melissa
JOHNSON, Faith	LOPEZ, Christian	PALMER-STONES, Nya
PEREZ-THIBODEAU, Angelica	PHAVONG, Erica	RAMIREZ, Erika
ROSELL, Michael	SANCHEZ, Sarah	SARMIENTO, Hector
TO. Michael	ULLOA. Ashlev	

# **CLASSIFIED PERSONNEL**

**NAME POSITION LOCATION EFFECTIVE** DATE

# HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

### **APPOINTMENT**

FETTERS, Eric	Custodian I (GF)	Cortez ES	05/03/2024
ROUSSEVE, Winter	Elementary Library/Media Center Assistant (GF)	Country Springs ES	05/03/2024
DE DIOS, Rosa	IA/Elementary Grade Level (GF)	Dickson ES	05/03/2024
RAMIREZ, Vivien	Playground Supervisor (GF)	Marshall ES	05/03/2024
AGUILAR-ROLON, Adriana	Nutrition Services Professional (NS)	Ayala HS	05/03/2024
SOTELO, Santiago	Security Person (GF)	Ayala HS	05/03/2024
ANGULO, Christina	Paraprofessional I (SELPA/GF)	Don Lugo HS	05/03/2024

# **PROMOTION**

MURILLO, Daniel FROM: Maintenance II - Carpenter (GF) Maintenance 05/03/2024

8 hrs./261 contract days

TO: Maintenance III – Crafts Specialist (GF) Maintenance

8 hrs./261 contract days

### **CHANGE OF ASSIGNMENT**

PAEZ, Christina Townsend JHS 05/03/2024 FROM: Playground Supervisor (GF)

1.75 hrs./180 work days

TO: Nutrition Services Professional (NS) Townsend JHS

3 hrs./181 work days

Printing, Graphics PELAYO, Chrystal FROM: District Media Center & Mail Services

Specialist (GF)

8 hrs./215 work days

TO: Secondary Library/Media Cal Aero K-8

Center Assistant (GF) then

6 hrs./261 contract days Legacy Academy 07/01/2024

05/03/2024

# **APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL**

GALAZ, Elvira	Health Technician (SS)	Walnut ES	05/29/2024
GUTIERREZ, Ryan	Secondary Library/Media Center Assistant (SS)	Ayala HS	05/15/2024
GUZMAN, Guadalupe	Security Person (SS)	Ayala HS	06/03/2024
HERNANDEZ-TORRES, Antoinette	Health Technician (ss)	Ayala HS	05/31/2024
MERCED, Audra	High School Receptionist (SS)	Chino Hills HS	05/31/2024
OROSCO, Melody	Nutrition Services Manager I (NS)	Chino Hills HS	05/31/2024
CASTILLO, Diane	Health Technician (ss)	Don Lugo HS	05/28/2024
		(at Ramona JHS)	
MCGOWAN, Brandy	High School Receptionist (ss)	Don Lugo HS	05/28/2024
		(at Ramona JHS)	

# **CLASSIFIED PERSONNEL** (cont.)

NAME POSITION LOCATION EFFECTIVE DATE

**LEAVE OF ABSENCE** 

O'REILLY, Maribel Bus Driver (GF) Transportation 06/03/2024

through

07/31/2024

PLACED ON 39 MONTH RE-EMPLOYMENT LIST

GARCIA, Amanda Custodian I (GF) Ayala HS 04/15/2024

**RESIGNATION** 

LOPEZ, Monica Paraprofessional I (SELPA/GF) Ayala HS 04/18/2024 TALAMERA, Billy Security Person (GF) Ayala HS 04/24/2024 FERMAN, Saul District Purchasing Assistant (GF) Purchasing 04/16/2024

**RETIREMENT** 

ARNETT, Cheryl Typist Clerk II (GF) Townsend JHS 07/01/2024 (28 Years of Service)

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

ARGANDA, Angelo L. BONANNI, Sonia J. CALDERILLA, Luis D. DATTA, Deepa ELIAS, Joshua J. ESPINOZA, Stephanie

GUAJARDO, Brittany Leann GUZMAN, Jesus KAUR, Jaspreet LUNA, Armando MCCAFFREY, Shauna S. TRUJILLO, Sophia

YRIARTE, Christopher

= Federal Law for Individuals with Handicaps (HBE) = Home Base Education (ACÉ) = Ace Driving School (HEG) = Homeless Children Ed Grant (ADLTCALW) = Adult Cal Works (MAA) = Medi-Cal Administrative Activities (ABG) = Adult Education Block Grant (MCB) = Medi-Cal Billing Option = Mental Health - Special Ed. (AASP) = Academic After School Prep (MH) (ASB) = Associated Student Body (MM) = Measure M - Fund 21 = Non-Bargaining Member (ASF) = Adult School Funded (NBM) (ATE) = Alternative to Expulsion (ND) = Neglected and Delinquent = Nutrition Services Budget (B) = Booster Club (NS) (OPPR) (BTSA) = Opportunity Program = Beginning Teacher Support & Assessment = Parent Faculty Association = Categorically Funded (PFA) (CAHSEE)= California High School Exit Exam (R) = Restricted = Children's Center (Marshall) (ROP) (CC) = Regional Occupation Program (CDF) = Child Development Fund (SAT) = Saturday School = Class Size Reduction (SB813) = Medi-Cal Admin. Activities Entity Fund (CSR) = Special Education Local Plan Area (CVLA) (SELPA) = Chino Valley Learning Academy (CWY) = Cal Works Youth (SOAR) = Students on a Rise = Discount Reimbursements for Telecom. (SPEC) = Spectrum Schools (E-rate) (ESLC) = ESL/Citizenship - Adult Education (SS) = Summer School (FRC) = Family Resource Center - TYKES (SWAS) = School within a School = Grant Funded = Virtual Academy (G) (VA) (GF) = General Fund (WIA) = Workforce Investment Act

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources

Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIM

\_\_\_\_\_\_

### **BACKGROUND**

Claim 24.04.07 was submitted on April 18, 2024, from Auto Club Enterprises on behalf of Prince Ronald Staana. The claimant alleges vehicle damage after a District employee driving a District vehicle backed into their parked vehicle. Claimant seeks reimbursement for vehicle damages in the amount of \$2,900.73.

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

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

### **RECOMMENDATION**

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

### **FISCAL IMPACT**

Unknown at present.

NE:LF:WF:lag

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

**DATE:** May 2, 2024

**TO:** Members, Board of Education

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

PREPARED BY: Sandra Chen, Associate Superintendent, Business Services

Katrina Gomez, DSW, Director

Javier Quirarte, Director, Nutrition Services.

SUBJECT: REVISION OF BOARD POLICY AND NEW ADMINISTRATIVE

**REGULATION 5030 STUDENTS – STUDENT WELLNESS** 

\_\_\_\_\_\_

### **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 5030 – Students Wellness is being updated to meet United States Department of Agriculture requirements set forth in section 204 of the Healthy, Hunger-Free Kids Act of 2010. Local Education Agencies are required to develop, assess, update, and disclose the Local School Wellness Policy (LSWP) periodically at the local level every 3 years, at the minimum. Administrative Regulation 5030 – Student Wellness is being added to explain the contents of the LSWP. Regulation will include specific goals for nutrition promotion and education, physical activity, and other school-based activities to promote student wellness. Regulation will also include standards and nutrition guidelines for all food and beverages and inform the general public on how to participate in the Wellness Policy Committee.

New language is provided in UPPER CASE while old language to be deleted is <del>lined</del> through.

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

### RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and new Administrative Regulation 5030 Students – Student Wellness.

### **FISCAL IMPACT**

None.

NE:SC:KG:JQ:Imf

Students BP 5030(a)

### STUDENT WELLNESS

The Board of Education recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align District efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment.

```
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
(cf. 6164.2 - Guidance/Counseling Services)
```

### **School Wellness Council**

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the District's student wellness policy. (42 USC 1758B; 7CFR 210.30)

The school health council or committee shall advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council may also include the planning, implementation and evaluation of activities to promote health within the school or community.

# Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7CFR210.30)

```
(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
```

The District's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

```
(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)
```

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program-through before-and after-school programs, summer learning programs, and school garden programs.

```
(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)
```

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before- and/or after-school programs, and other structured and unstructured activities.

```
(cf. 5142.2 - Safe Routes to School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
```

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

```
(cf. 1330.1 - Joint Use Agreements)
```

Professional development may be offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

In order to ensure that students have access to comprehensive health services, the District may provide access to health services at or near District schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

```
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
```

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote and may provide opportunities for regular physical activity among employees.

### **Nutrition Guidelines for All Foods Available at School**

For all foods and beverages available on each campus during the school day, the District shall adopt nutritional guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the national school lunch and school breakfast programs and after-school snack programs, to the extent possible. When approved by the California department of education, the district may sponsor a summer meal program.

```
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
```

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with education code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages available sold to students at District schools, including those available outside the District's reimbursable food services program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the District for all foods and beverages sold to students, including foods and beverages provided through the District's food service program, student stores, vending

machines, fundraisers, or other venues, shall meet or exceed state and federal nutritional standards.

```
(cf. 3312 - Contracts)
(cf. 3554 - Other Food Sales
```

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

The Board believes that all foods and beverages available sold to students at District schools, including those available outside the District's reimbursable food services program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the District for all foods and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, fundraisers, or other venues, shall meet or exceed state and federal nutritional standards.

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the District's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR 210.30)

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(cf. 1325 - Advertising and Promotion)
```

### **Program Implementation and Evaluation**

The Superintendent designates the school site administration along with support from the health services and nutrition services.

Directors to be responsible for ensuring that each school site complies with the District's wellness policy. (42USC 1758B; 7CFR 210.30)

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(cf. 0500 - Accountability)
(cf. 3555 - Nutrition Program Compliance)
```

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b 7 CFR 210.30)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758B)

The Superintendent or designee shall invite feedback on District and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before-and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

- 1. Descriptions of the District's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
- 2. Number of minutes of physical education instruction offered at each grade span
- 3. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
- 4. Results of the state's physical fitness test at applicable grade levels
- 5. An analysis of the nutritional content of school meals and snacks served in all District programs based on a sample of menus and production records
- 6. An analysis of the nutritional content of school meals and snacks served in all district programs based on a sample of menus and production records
- 6. A DESCRIPTION OF DISTRICT EFFORTS TO PROVIDE ADDITIONAL OPPORTUNITIES FOR PHYSICAL ACTIVITY OUTSIDE OF THE PHYSICAL EDUCATION PROGRAM
- 7. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
- 8. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition
- 9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the District and State evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus District resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

### **Notifications**

The Superintendent or designee shall inform the public about the content and implementation of the District's wellness policy and shall make the policy, and any updates to the policy, available to the public on an annual basis. He/she shall also inform the public of the District's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758B; 7 CFR 210.30)

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(cf. 5145.6 - Parental Notifications)
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The Superintendent or designee shall distribute this information through the most effective methods of communication.

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(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 6020 - Parent Involvement)
```

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

#### Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)

### Legal Reference:

### **EDUCATION CODE**

38086 Free fresh drinking water

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49540-49546 Childcare food program

49547-49548.3 Comprehensive nutrition services

49550-49562 Meals for needy students

49565-49565.8 California Fresh Start pilot program

49570 National School Lunch Act

51210 Course of study, grades 1-6

51210.1-51210.2 Physical education, grades 1-6

51210.4 Nutrition education

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51795-51798 School instructional gardens

51880-51921 Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

### UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Program, especially:

1758b Local wellness policy

1771-1793 Child Nutrition Act, especially:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.33 National School Lunch Program, especially:

210.30 Wellness policy

220.1-220.22 National School Breakfast Program

**COURT DECISIONS** 

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

### Management Resources:

### CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Integrating Physical Activity into the School Day, Governance Brief, April 2016

Increasing Access to Drinking Water in Schools, Policy Brief, April 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

### CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

### CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating,

Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

**FEDERAL REGISTER** 

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170 NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

**WEBSITES** 

California School Boards Association Publications: www.csba.org

Action for Healthy Kids: www.actionforhealthykids.org

Alliance for a Healthier Generation: www.healthiergeneration.org

California Department of Education, Nutrition Services Division: www.cde.ca.gov/ls/nu

California Department of Public Health: www.cdph.ca.gov

California Healthy Kids Resource Center: www.californiahealthykids.org

California Project LEAN (Leaders Encouraging Activity and Nutrition): www.californiaprojectlean.org

California School Nutrition Association: www.calsna.org Center for Collaborative Solutions: www.ccscenter.org Centers for Disease Control and Prevention: www.cdc.gov Dairy Council of California: www.dairycouncilofca.org

National Alliance for Nutrition and Activity: www.cspinet.org/nutritionpolicy/nana.html

National Association of State Boards of Education: www.nasbe.org

School Nutrition Association: www.schoolnutrition.org

Society for Nutrition Education: www.sne.org

U.S. Department of Agriculture, Food Nutrition Service, wellness policy: www.fns.usda.gov/tn/Healthy/wellnesspolicy.html

U.S. Department of Agriculture, Healthy Meals Resource System: www.healthymeals.fns.usda.gov

# **Chino Valley Unified School District**

Policy Adopted: April 6, 2006 Revised: December 13, 2007 Revised: August 6, 2009 Revised: March 15, 2018

**REVISED:** 

### STUDENT WELLNESS

THE DISTRICT SHALL COORDINATE AND ALIGN EFFORTS TO SUPPORT STUDENT WELLNESS THROUGH HEALTH EDUCATION, PHYSICAL EDUCATION AND ACTIVITY, HEALTH SERVICES, NUTRITION SERVICES, PSYCHOLOGICAL AND COUNSELING SERVICES, AND A SAFE AND HEALTHY SCHOOL ENVIRONMENT.

### NUTRITION STANDARDS FOR FOODS AND BEVERAGES IN SCHOOLS

DEFINING "HEALTHY" FOODS AND BEVERAGES:

- NOT MORE THAN 35% OF THE TOTAL CALORIES OF THE FOOD ITEM, EXCLUDING REDUCED FAT CHEESES, EGGS, NUTS OR SEEDS, AND NUT BUTTERS IS FROM FAT.
- NOT MORE THAN 10% OF THE TOTAL CALORIES OF THE FOOD ITEM, EXCLUDING REDUCED FAT CHEESES, EGGS, NUTS OR SEEDS, AND NUT BUTTERS, IS FROM SATURATED FAT.
- NOT MORE THAN 35% OF THE TOTAL WEIGHT OF THE FOOD ITEM, EXCLUDING FRUITS, VEGETABLES, AND LOW-FAT OR FAT-FREE DAIRY PRODUCTS IS COMPOSED OF SUGAR.

IN ADDITION, "HEALTHY" FOODS SHOULD COME FROM THE FOLLOWING CATEGORIES:

- MILK AND DAIRY PRODUCTS, INCLUDING CHEESE, YOGURT, AND FROZEN YOGURT.
- FULL-STRENGTH FRUIT AND VEGETABLE JUICES AND FRUIT JUICE CONTAINING 100% FULL STRENGTH FRUIT JUICE.
- FRESH, FROZEN, CANNED, AND DRIED FRUITS AND VEGETABLES
- NUTS, SEEDS, AND NUT BUTTERS.
- EGGS
- NON-CONFECTION GRAIN PRODUCTS INCLUDING CRACKERS, BREAD ITEMS, TORTILLAS, PRETZELS, BAGELS, MUFFINS, GRANOLA BARS, TRAIL-MIX BARS, CEREAL, AND POPCORN.

BEVERAGES SOLD IN ELEMENTARY SCHOOLS SHOULD COME ONLY FROM THE FOLLOWING CATEGORIES:

- BOTTLED WATER
- UP TO 8-OUNCE SERVINGS OF FAT-FREE OR LOW-FAT MILK. MILK INCLUDES NUTRITIONALLY EQUIVALENT MILK ALTERNATIVES (PER USDA)
- UP TO 8-OUNCE SERVINGS OF NON-FAT NUTRITIONALLY EQUIVALENT FLAVORED MILK
- UP TO 6-OUNCE SERVINGS OF 100% JUICE, WITH NO ADDED SWEETENERS

BEVERAGES SOLD IN MIDDLE SCHOOLS SHOULD COME ONLY FROM THE FOLLOWING CATEGORIES:

- BOTTLED WATER
- UP TO 8-OUNCE SERVINGS OF FAT-FREE OR LOW-FAT MILK. MILK INCLUDES NUTRITIONALLY EQUIVALENT MILK ALTERNATIVES (PER USDA)
- UP TO 8-OUNCE SERVINGS OF NON-FAT OR NUTRITIONALLY EQUIVALENT FLAVORED MILK.
- UP TO 6-OUNCE SERVINGS OF 100% JUICE, WITH NO ADDED SWEETENERS

BEVERAGES SOLD IN HIGH SCHOOLS SHOULD COME ONLY FROM THE FOLLOWING CATEGORIES:

- BOTTLED WATER
- ZERO OR LOW-CALORIE BEVERAGES WITH UP TO 10 CALORIES/8 OUNCE (E.G. UNSWEETENED OR DIET TEAS, LOW CALORIE SPORT DRINKS, FITNESS WATER, FLAVORED WATERS, SELTZERS, ETC.), EXCEPT DIET/REDUCED-CALORIE SODA OR ENERGY DRINKS MAY NOT BE SOLD IN HIGH SCHOOL.
- UP TO 8-OUNCE SERVINGS OF FAT-FREE OR LOW-FAT MILK. MILK INCLUDES NUTRITIONALLY EQUIVALENT MILK ALTERNATIVES (PER USDA)
- UP TO 8-OUNCE SERVINGS OF NON-FAT OR NUTRITIONALLY EQUIVALENT FLAVORED MILK
- UP TO 8-OUNCE SERVINGS OF 100% JUICE, WITH NO ADDED SWEETENERS
- OTHER DRINKS, UP TO 12-OUNCE SERVINGS WITH NO MORE THAN 99 CALORIES/12 OUNCES
- AT LEAST 50% OF NON-MILK BEVERAGES MUST BE WATER AND NO OR LOW-CALORIE OPTIONS.

# IN ADDITION, THE FOLLOWING WELLNESS POLICY GOALS WILL SUPPORT STUDENT WELLNESS

### GOALS FOR PROMOTING PROPER DIETARY HABITS THROUGH NUTRITION

THE BOARD SHALL ADOPT SPECIFIC GOALS FOR NUTRITION PROMOTION AND EDUCATION, PHYSICAL ACTIVITY, AND OTHER SCHOOL-BASED ACTIVITIES THAT PROMOTE STUDENT WELLNESS.

**GOAL #1:** ALL DISTRICT'S SCHOOLS SHALL PARTICIPATE IN THE FEDERAL SCHOOL NUTRITION PROGRAMS, INCLUDING THE NATIONAL SCHOOL LUNCH

AND SCHOOL BREAKFAST PROGRAMS, AFTER-SCHOOL SNACK PROGRAM, AND SUMMER MEAL PROGRAM TO THE EXTENT POSSIBLE.

**GOAL #2:** ACCESS TO FREE, POTABLE WATER IN THE FOOD SERVICE AREA DURING MEALTIMES WILL BE MADE AVAILABLE.

**GOAL #3:** ALL FOODS AND BEVERAGES SOLD TO STUDENTS AT DISTRICT SCHOOLS, INCLUDING THOSE AVAILABLE OUTSIDE THE DISTRICT'S REIMBURSABLE FOOD SERVICES PROGRAM, SHALL SUPPORT THE HEALTH CURRICULUM AND PROMOTE OPTIMAL HEALTH.

**GOAL #4:** FOODS AND BEVERAGES PROVIDED THROUGH THE DISTRICT'S FOOD SERVICE PROGRAM, STUDENT STORES, VENDING MACHINES, FUNDRAISERS, OR OTHER VENUES, SHALL MEET OR EXCEED STATE AND FEDERAL NUTRITIONAL STANDARDS.

**GOAL #5:** SCHOOL ORGANIZATIONS SHALL USE HEALTHY FOOD ITEMS OR NON-FOOD ITEMS FOR FUNDRAISING PURPOSES.

**GOAL #6:** NON-NUTRITIOUS FOODS SHALL NOT BE RECOMMENDED AS A REWARD FOR STUDENTS' ACADEMIC PERFORMANCE, ACCOMPLISHMENTS, OR CLASSROOM BEHAVIOR.

**GOAL #7**: FOOD PREPARATION FACILITIES SHALL COMPLY WITH THE SANITATION AND SAFETY REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD CODES AS SET FORTH IN HEALTH AND SAFETY CODE 113700-114437. SCHOOL KITCHENS WILL OBTAIN AT LEAST TWO SAFETY INSPECTIONS EACH SCHOOL YEAR AND MAKE THE RESULTS AVAILABLE TO ANY INTERESTED PARTY UPON REQUEST.

GOALS FOR SUPPORTING A HEALTHY LIFESTYLE THROUGH NUTRITION EDUCATION AND PHYSICAL EDUCATION PROGRAMS.

THE NUTRITION EDUCATION PROGRAM SHALL INCLUDE, BUT IS NOT LIMITED TO, INFORMATION ABOUT THE BENEFITS OF HEALTHY EATING FOR LEARNING, DISEASE PREVENTION, WEIGHT MANAGEMENT, AND ORAL HEALTH. ALL STUDENTS SHALL BE PROVIDED WITH OPPORTUNITIES TO BE PHYSICALLY ACTIVE ON A REGULAR BASIS.

**GOAL #1:** THE DISTRICT'S PHYSICAL EDUCATION PROGRAM FOR STUDENTS IN GRADES 1 THROUGH 6 SHALL ENGAGE STUDENTS IN MODERATE TO VIGOROUS PHYSICAL ACTIVITY FOR AT LEAST 50% PERCENT OF THE CLASS SESSION FOR A TOTAL OF 200 MINUTES EVERY 10 DAYS.

**GOAL #2:** THE DISTRICT'S PHYSICAL EDUCATION PROGRAM FOR STUDENTS IN GRADES 7 AND 8 SHALL ENGAGE STUDENTS IN MODERATE TO VIGOROUS PHYSICAL ACTIVITY FOR AT LEAST 50% PERCENT OF THE CLASS SESSION FOR A TOTAL OF 7200 MINUTES PER SCHOOL YEAR.

**GOAL #3:** THE DISTRICT'S PHYSICAL EDUCATION PROGRAM FOR STUDENTS IN GRADES 9-12 SHALL ENGAGE STUDENTS IN MODERATE TO VIGOROUS PHYSICAL ACTIVITY FOR AT LEAST 50% PERCENT OF THE CLASS SESSION FOR A TOTAL OF 14,400 MINUTES BY THE END OF THE  $12^{TH}$  GRADE.

**GOAL #4:** THE DISTRICT'S WELLNESS POLICY SHALL ENGAGE STUDENTS IN NUTRITIONAL EDUCATION AS PART OF THE HEALTH EDUCATION PROGRAM AND, AS APPROPRIATE, SHALL BE INTEGRATED INTO OTHER ACADEMIC SUBJECTS IN THE EDUCATIONAL PROGRAM AND THROUGH AFTER-SCHOOL PROGRAMS.

**GOAL #5:** STUDENTS IN GRADES 5, 7, AND 9 SHALL PARTICIPATE IN THE STATE PHYSICAL FITNESS TEST.

**GOAL #6:** STUDENTS IN GRADES 6-12 AT THE SCHOOL SITES SHALL HAVE ACCESS TO INFORMATION REGARDING DISTRICT MENTAL HEALTH SUPPORT THROUGH POSTERS THAT IDENTIFY APPROACHES AND SHARE RESOURCES REGARDING STUDENT MENTAL HEALTH.

### PROGRAM IMPLEMENTATION AND EVALUATION

THE SUPERINTENDENT DESIGNATES THE SCHOOL SITE ADMINISTRATION ALONG WITH SUPPORT FROM THE HEALTH SERVICES AND NUTRITION SERVICES.

THE ASSESSMENT SHALL INCLUDE THE EXTENT TO WHICH DISTRICT SCHOOLS ARE FOLLOWING THIS POLICY, THE EXTENT TO WHICH THIS POLICY COMPARES TO MODEL WELLNESS POLICIES AVAILABLE FROM THE U.S. DEPARTMENT OF AGRICULTURE, AND A DESCRIPTION OF THE PROGRESS MADE IN ATTAINING THE GOALS OF THE WELLNESS POLICY. (42 USC 1758B)

THE SUPERINTENDENT OR DESIGNEE SHALL INVITE FEEDBACK ON DISTRICT AND SCHOOL WELLNESS ACTIVITIES FROM FOOD SERVICE PERSONNEL, SCHOOL ADMINISTRATORS, THE WELLNESS COUNCIL, PARENTS/GUARDIANS, STUDENTS, TEACHERS, BEFORE-AND AFTER-SCHOOL PROGRAM STAFF, AND/OR OTHER APPROPRIATE PERSONS.

THE ASSESSMENT RESULTS OF BOTH THE DISTRICT AND STATE EVALUATIONS SHALL BE SUBMITTED TO THE BOARD FOR THE PURPOSES OF EVALUATING POLICY AND PRACTICE, RECOGNIZING ACCOMPLISHMENTS, AND MAKING POLICY ADJUSTMENTS AS NEEDED TO FOCUS DISTRICT RESOURCES AND EFFORTS ON ACTIONS THAT ARE MOST LIKELY TO MAKE A POSITIVE IMPACT ON STUDENT HEALTH AND ACHIEVEMENT.

### **NOTIFICATIONS**

THE SUPERINTENDENT OR DESIGNEE SHALL INFORM THE PUBLIC ABOUT THE CONTENT AND IMPLEMENTATION OF THE DISTRICT'S WELLNESS POLICY AND SHALL MAKE THE POLICY, AND ANY UPDATES TO THE POLICY, AVAILABLE TO THE PUBLIC ON AN ANNUAL BASIS. HE/SHE SHALL ALSO INFORM THE PUBLIC OF THE DISTRICT'S PROGRESS TOWARDS MEETING THE GOALS OF THE WELLNESS POLICY, INCLUDING THE AVAILABILITY OF THE TRIENNIAL DISTRICT ASSESSMENT. (Education Code 49432; 42 USC 1758B; 7 CFR 210.30)

THE SUPERINTENDENT OR DESIGNEE SHALL DISTRIBUTE THIS INFORMATION THROUGH THE MOST EFFECTIVE METHODS OF COMMUNICATION.

### **RECORDS**

THE SUPERINTENDENT OR DESIGNEE SHALL RETAIN RECORDS THAT DOCUMENT COMPLIANCE WITH 7 CFR 210.30, INCLUDING, BUT NOT LIMITED TO, THE WRITTEN STUDENT WELLNESS POLICY, DOCUMENTATION OF THE TRIENNIAL ASSESSMENT OF THE WELLNESS POLICY FOR EACH SCHOOL SITE, AND DOCUMENTATION DEMONSTRATING COMPLIANCE WITH THE COMMUNITY INVOLVEMENT REQUIREMENTS, INCLUDING REQUIREMENTS TO MAKE THE POLICY AND ASSESSMENT RESULTS AVAILABLE TO THE PUBLIC. (7 CFR 210.30)

### PARTICIPATION IN THE DISTRICT'S WELLNESS POLICY

PARTICIPATION IN THE DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW AND UPDATE OF THE SCHOOL WELLNESS POLICIES IS ENCOURAGED BY THE DISTRICT. TO REQUEST A COPY OF OUR POLICY, PLEASE CONTACT THE DIRECTOR OF NUTRITION SERVICES AT (909) 628-1201 X-1500 OR VISIT US AT OUR OFFICE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:30 AM AND 4:30 PM.

### NON-DISCRIMINATION STATEMENT

IN ACCORDANCE WITH FEDERAL CIVIL RIGHTS LAW AND U.S. DEPARTMENT OF AGRICULTURE (USDA) CIVIL RIGHTS REGULATIONS AND POLICIES, THIS INSTITUTION IS PROHIBITED FROM DISCRIMINATING ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX (INCLUDING GENDER IDENTITY AND SEXUAL ORIENTATION), DISABILITY, AGE, OR REPRISAL OR RETALIATION FOR PRIOR CIVIL RIGHTS ACTIVITY.

PROGRAM INFORMATION MAY BE MADE AVAILABLE IN LANGUAGES OTHER THAN ENGLISH. PERSONS WITH DISABILITIES WHO REQUIRE ALTERNATIVE MEANS OF COMMUNICATION TO OBTAIN PROGRAM INFORMATION (E.G., BRAILLE, LARGE PRINT, AUDIOTAPE, AMERICAN SIGN LANGUAGE), SHOULD CONTACT THE RESPONSIBLE STATE OR LOCAL AGENCY THAT ADMINISTERS THE PROGRAM OR USDA'S TARGET CENTER AT (202) 720-2600 (VOICE AND TTY) OR CONTACT USDA THROUGH THE FEDERAL RELAY SERVICE AT (800) 877-8339.

TO FILE A PROGRAM DISCRIMINATION COMPLAINT, A COMPLAINANT SHOULD COMPLETE A FORM AD-3027, USDA PROGRAM DISCRIMINATION COMPLAINT FORM WHICH CAN BE OBTAINED ONLINE AT:

HTTPS://WWW.USDA.GOV/SITES/DEFAULT/FILES/DOCUMENTS/AD-3027.PDF, FROM ANY USDA OFFICE, BY CALLING (866) 632-9992, OR BY WRITING A LETTER ADDRESSED TO USDA. THE LETTER MUST CONTAIN THE COMPLAINANT'S NAME, ADDRESS, TELEPHONE NUMBER, AND A WRITTEN DESCRIPTION OF THE ALLEGED DISCRIMINATORY ACTION IN SUFFICIENT DETAIL TO INFORM THE ASSISTANT SECRETARY FOR CIVIL RIGHTS (ASCR) ABOUT THE NATURE AND DATE OF AN ALLEGED CIVIL RIGHTS VIOLATION. THE COMPLETED AD-3027 FORM OR LETTER MUST BE SUBMITTED TO USDA BY:

#### MAIL:

U.S. DEPARTMENT OF AGRICULTURE
OFFICE OF THE ASSISTANT SECRETARY FOR CIVIL RIGHTS
1400 INDEPENDENCE AVENUE, SW
WASHINGTON, D.C. 20250-9410; OR

2. **FAX**:

(833) 256-1665 OR (202) 690-7442; OR

3. **EMAIL:** 

PROGRAM.INTAKE@USDA.GOV

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

CHINO VALLEY UNIFIED SCHOOL DISTRICT POLICY ADOPTED: