

CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION

AGENDA

October 5, 2023

BOARD OF EDUCATION

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

Chloe Kubeldis, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
District Board Room – 5130 Riverside Drive, Chino, CA 91710
4:50 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
October 5, 2023

AGENDA

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

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:50 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference With Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): San Bernardino County Superior Court Case No. CIVSB2317301. (Liberty Justice Center) (Atkinson, Andelson, Loya, Ruud, and Romo) (5 minutes)
- b. Conference With Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) Government Code 54956.9): Case Number PERB Case No. LA-CE-6828-E. (Atkinson, Andelson, Loya, Ruud, and Romo) (5 minutes)
- c. Conference With Legal Counsel, Existing Litigation (Government Code 54956.9(d)(4)): San Bernardino Superior Case No. SB 2300095. (Tao Rossini, APC) (5 minutes)
- d. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion Cases 23/24-01, 23/24-02, 23/24-05, 23/24-08, 23/24-09. (30 minutes)
- e. Public Employee Appointment (Government Code 54957): High School Assistant Principal and Director, Access and Equity. (5 minutes)
- f. 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)
- g. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

Proceedings of this meeting are recorded.

I.C. RECOGNITION

1. Advanced Placement Research Exam Perfect Score: Ky-An Dinh and Lukas Cao, Ayala HS Students

I.D. STAFF REPORT

1. Facilities, Planning, and Operations: Measure G Citizens' Oversight Committee 2022/2023 Annual Report

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. ACTION****II.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****II.A.1. Public Hearing Regarding the Sufficiency of Instructional Materials 2023/2024 and Adoption of Resolution 2023/2024-16**

Page 7

Recommend the Board of Education conduct a public hearing regarding the Sufficiency of Instructional Materials 2023/2024 and adopt Resolution 2023/2024-16.

Open Hearing _____

Close Hearing _____

Motion ____ Second ____

Preferential Vote: _____

Vote: Yes ____ No ____

II.B. HUMAN RESOURCES**II.B.1. Resolution 2023/2024-15, Week of the School Administrator**

Page 12

Recommend the Board of Education adopt Resolution 2023/2024-15, Week of the School Administrator.

Motion ____ Second ____

Preferential Vote: _____

Vote: Yes ____ No ____

III. CONSENT

Motion ____ Second ____

Preferential Vote: _____

Vote: Yes ____ No ____

III.A. ADMINISTRATION

III.A.1. Minutes of the September 21, 2023 Regular Meeting

Page 15 Recommend the Board of Education approve the minutes of the September 21, 2023 regular meeting.

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

Page 22 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 23 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 26 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 28 Recommend the Board of Education approve payment for legal services to the law office of Tao Rossini, APC.

III.B.5. Signature Authorizations for Chino Valley Unified School District

Page 29 Recommend the Board of Education approve the signature authorizations for Chino Valley Unified School District.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. Student Expulsion Cases 23/24-01, 23/24-02, 23/24-05, 23/24-08, and 23/24-09**

Page 34 Recommend the Board of Education approve student expulsion cases 23/24-01, 23/24-02, 23/24-05, 23/24-08, and 23/24-09.

III.C.2. School Sponsored Trips

Page 35 Recommend the Board of Education approve/ratify the school-sponsored trips for Rolling Ridge ES, Chino HS, and Don Lugo HS.

III.C.3. Proclamation for Red Ribbon Week, October 23-31, 2023

Page 37 Recommend the Board of Education adopt the proclamation for Red Ribbon Week, October 23-31, 2023.

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

Page 39 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 40 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 43 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Notices of Completion for CUPCCAA Projects

Page 55 Recommend the Board of Education approve the Notices of Completion for CUPCCAA Projects.

III.D.5. Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 03-01)

Page 57 Recommend the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 03-01).

III.D.6. Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 31-01)

Page 60 Recommend the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 31-01).

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 63 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claims

Page 69 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

III.E.3. Student Fieldwork, Student Teaching, and Teaching Internship Agreements with Point Loma Nazarene University School of Education

Page 70 Recommend the Board of Education approve the Student Fieldwork, Student Teaching, and Teaching Internship agreements with Point Loma Nazarene University School of Education.

IV. INFORMATION

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

IV.A.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July Through September 2023

Page 88

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July Through September 2023.

IV.B. HUMAN RESOURCES

IV.B.1. New Administrative Regulation 4119.12—All Personnel Title IX Sexual Harassment Complaint Procedures and Exhibit 4119.12—All Personnel Notice of Title IX Sexual Harassment Policy

Page 90

Recommend the Board of Education receive for information the new Administrative Regulation 4119.12—All Personnel Title IX Sexual Harassment Complaint Procedures and Exhibit 4119.12—All Personnel Notice of Title IX Sexual Harassment Policy.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Chino Valley Unified School District

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum and Instruction
Katrina Gomez, DSW, Director, Health Services/Child Development
Eric Dahlstrom, Ed.D., Director, Secondary Curriculum and Instruction
Troy Ingram, Coordinator, Innovation and Creative Services

SUBJECT: PUBLIC HEARING REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS 2023/2024 AND ADOPTION OF RESOLUTION 2023/2024-16

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BACKGROUND

Education Code 60119 states the governing board of a school district shall hold a public hearing at which the board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders.

At this hearing a determination shall be made, through a resolution, as to whether each pupil has sufficient textbooks or instructional materials, or both, to use in class and to take home. These textbooks or instructional materials shall be aligned to the content standards pursuant to Education Code 60605 or 60605.8 in each of the following subjects, that are consistent with the content and cycles of the curriculum framework adopted by the state board in mathematics, science, history-social science, English language arts, including the English language development component of an adopted program, foreign language and health.

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 regarding the Sufficiency of Instructional Materials 2023/2024 and adopt Resolution 2023/2024-16.

FISCAL IMPACT

None.

NE:HF:LH:KG:ED:TI:gks

**Chino Valley Unified School District
Resolution 2023/2024-16
Sufficiency of Instructional Materials**

WHEREAS, the Board of Education of the Chino Valley Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 5, 2023, at 6:00 pm, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours;

WHEREAS, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing;

WHEREAS, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Chino Valley Unified School District;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage;

WHEREAS, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Chino Valley Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle;

WHEREAS, textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

English/Language Arts/English Language Development

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-6 McGraw-Hill School Education; CA Reading Wonders ELA/ELD, 2017
- 7-8 Houghton Mifflin Harcourt; California Collections Student Edition, 2017
- 7-12 Houghton Mifflin; Scholastic: Read 180, 2017
- 9-12 Center for Advancement of Reading, California State University; Expository Reading and Writing Course, Student Reader, Second Edition, 2013
- 9-12 Pearson; My Perspectives English Language Arts, 2017
- 11 Bedford/Saint Martin's; The Language of Composition, 2018

Mathematics

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Pearson Scott Foresman; enVision Math, 2015

Mathematics (cont.)

- 6-8 Houghton Mifflin & Harcourt; Big Ideas Math, Course 1, Course 2, and Course 3, 2015
- 8-12 McGraw Hill; Integrated Math I, Integrated Math II, and Integrated Math III, 2012
- 9-12 Glencoe; Elementary Statistics, 2007
- 9-12 Houghton Mifflin & Harcourt; PreCalculus with Limits, 2010
- 9-12 Pearson Prentice Hall; PreCalculus, 2010
- 9-12 UC Davis Center for Integrated Computing and STEM Education (C-STEM); Learning Common Core Mathematics with C/C++ Interpreter Ch for Integrated Mathematics 1, 2016
- 11-12 South-Western Cengage Learning; Financial Algebra: Advanced Algebra with Financial Applications, 2017
- 10-12 Bedford, Freeman, and Worth; Calculus for the AP Course AB, 2017
- 11-12 Cengage Learning; Calculus for AP BC, 2016
- 10-12 Pearson; Stats: Modeling the World, 5th Edition, 2019

History/Social Science

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Harcourt School Publishers; Reflections: California Series, 2007
- 6-8 Holt, Rinehart and Winston; Ancient Civilizations, 2006
- 9-12 Prentice Hall; World History: The Modern World, 2007
- 9-12 Holt, Reinhart and Winston; American Anthem: Modern American History, 2007
- 9-12 Bedford; American's History, 2007
- 9-12 Glencoe/McGraw-Hill; United States Government: Democracy in Action, 2006
- 9-12 Prentice Hall; Economics, Principles in Actions, 2007
- 9-12 Cengage; Western Civilization: Since 1300, Tenth Edition, 2018
- 9-12 Bedford, Freeman and Worth Publishing Group; America's History for the AP Course, Ninth Edition, 2014
- 9-12 BFW/Worth Publishers; Krugman's Economics for AP, Second Edition, 2011
- 12 Cengage Learning; Introduction to Comparative Politics: Political Challenges and Changing Agendas, 2016
- 12 Bedford, Freeman, and Worth; American Government: Stories of a Nation; for the AP Course, 2019
- 9-10 Pearson; The Cultural Landscape: An Introduction to Human Geography, 13th Edition, 2020

Science

- TK Houghton Mifflin Harcourt; Big Day Pre K Curriculum, 2015
- K-5 Twig Education; Twig Science, 2021
- 6 Discovery Education, Inc.; Grade 6 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 6 Discovery Education, Inc.; Grade 6 Science Techbook: California Volume 2 Unit 3 and 4, 2019
- 7 Discovery Education, Inc.; Grade 7 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 7 Discovery Education, Inc.; Grade 7 Science Techbook: California Volume 2 Unit 3 and 4, 2019

Science (cont.)

- 8 Discovery Education, Inc.; Grade 8 Science Techbook: California Volume 1 Unit 1 and 2, 2019
- 8 Discovery Education, Inc.; Grade 8 Science Techbook: California Volume 2 Unit 3 and 4, 2019
- 9-12 Pearson; Human Anatomy & Physiology, 2003
- 9-12 Discovery Education, Inc.; Chemistry in the Earth System, 2019
- 9-12 Savvas Learning Company LLC.; Experience Biology The Living Earth, 2020
- 9-12 Savvas Learning Company LLC.; Experience Physics, 2022
- 9-12 Wiley; Environmental Science: Earth as a Living Planet, 2007
- 9-12 Pearson; Campbell Biology, AP Edition, 2011
- 9-12 Pearson; Physics, AP Edition, 2011
- 9-12 Carnegie; Chemistry, AP Edition, 2013

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes:

Foreign Language

- 9-12 Prentice Hall; Realidades, Book 1 and 2, 2004
- 9-12 Wayside Publishing; Azulejo, 2002
- 9-12 Harcourt School Publishers; Nuevas Vista, Book 1 and 2, 2003
- 9-12 Holt, Rinehart, and Winston; Nuevas Vistas Dos, 2003
- 9-12 Vista Higher Learning; Descubre 3, 2017
- 9-12 Vista Higher Learning; Temas, AP Spanish Language and Culture, 2014
- 9-12 Houghton Mifflin Harcourt; Abriendo Puertas: Ampliando Perspectives, 2013
- 9-12 EMC/Paradigm Publishing; C'est a Toi Book 1, 2, and 3, 2002
- 9-12 Vista Higher Learning; D'accord! 3, 2015
- 9-12 Vista Higher Learning; Themes AP French Language and Culture, 2016
- 9-12 Yale University Press; French in Action, Part 2, 2015
- 9-12 Holt, Reinhart and Winston; Komm Mit! Book 1, 2, and 3, 2003
- 9-12 Spinner Publications; Bom Dia! Book 1 and 2, 2004 and 2007
- 9-12 Joint Publishing; Chinese Made Easy, 2006
- 9-12 EMC Publishing, LLC; Zhen Bang!, Chinese 3, 2013
- 9-12 Cheng and Tsui; Adventures in Japanese 1 and 2, 1998
- 9-12 The Japan Times; Genki: An Integrated Course in Elementary Japanese II, 2011
- 9-12 DawnSignPress; Vista Signing Naturally, Level 2 and 3, 1992 and 2001

Health

- 7 Chino Valley Unified School District, Comprehensive Sexual Health and HIV/AIDS Prevention Education, Department of Health Services, 2019
- 9-12 Glencoe; Glencoe Health, 2009
- 9-12 California Department of Education, California Department of Public Health, Federal Office of Adolescent Health, Positive Prevention PLUS, Sexual Health Education for California Youth, 2015

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12 inclusive.

NOW, THEREFORE, BE IT RESOLVED that for the 2023/2024 school year, the Chino Valley Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in all courses required by Education Code 60119.

The Chino Valley Unified School District will audit textbook adoptions annually to ensure that outdated editions of textbooks or textbooks no longer in print are replaced and adopted by the Board of Education.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 5th day of October 2023 by the following vote:

Bridge	_____
Cruz	_____
Monroe	_____
Na	_____
Shaw	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

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 2023/2024-15, WEEK OF THE SCHOOL ADMINISTRATOR

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BACKGROUND

Leadership matters for California's public school system, and the future of its public education system depends greatly upon the quality of its leadership. To that end, the state of California has declared October 8-14, 2023, as the Week of the School Administrator.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2023/2024-15, Week of the School Administrator.

FISCAL IMPACT

None.

NE:LF:JD:JO:jw

**Chino Valley Unified School District
Resolution 2023/2024-15
Week of the School Administrator**

WHEREAS, leadership matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education;

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified education leaders, and the other district employees are considered administrators;

WHEREAS, providing quality service for student success is paramount for the profession;

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement;

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teacher, parents, students, businesses, community members, board trustees, colleges, and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success;

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state;

WHEREAS, the State of California has declared October 8-14, 2023, as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Chino Valley Unified School District that all leaders be commended for the contributions they make to successful student achievement.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 5th day of October 2023.

Bridge:	_____
Cruz:	_____
Monroe:	_____
Na:	_____
Shaw:	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 21, 2023

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:40 P.M.

1. Roll Call

President Shaw called to order the regular meeting of the Board of Education, Thursday, September 21, 2023, at 4:40 p.m. with Cruz, Monroe, Na, and Shaw present. Mr. Bridge was absent.

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Shaw adjourned to closed session at 4:40 p.m. regarding conference with legal counsel existing litigation: three cases: student discipline matters; public employee appointment: elementary school assistant principal; junior high school assistant principal; high school assistant principal; Director, Access and Equity; Coordinator, Access, Equity, and Assessment; Coordinator, Expanded Learning and Support Programs; and Coordinator, Equity, Diversity, and Student Support Services; conference with labor negotiators: A.C.T. and CSEA; and public employee discipline/dismissal/release.

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

1. Report Closed Session Action

President Shaw reconvened the regular meeting of the Board of Education at 6:00 p.m. with Cruz, Monroe, Na, and Shaw present. The Board met in closed session from 4:40 p.m. to 5:43 p.m. regarding conference with legal counsel existing litigation: three cases: student discipline matters; public employee appointment: elementary school assistant principal; junior high school assistant principal; high school assistant principal; Director, Access and Equity; Coordinator, Access, Equity, and Assessment; Coordinator, Expanded Learning and Support Programs; and Coordinator, Equity, Diversity, and Student Support Services; conference with labor negotiators: A.C.T. and CSEA; and public employee discipline/dismissal/release.

The Board took the following action: By a vote of 4-0, with Cruz, Monroe, Na, and Shaw voting yes (Bridge absent) appointed Brandi Nerio as assistant principal of Briggs K-8 effective date to be determined.

2. Pledge of Allegiance

Led by Chino Hills HS Principal Randy Buoncristiani.

I.C. RECOGNITION

1. Ayala HS; Chino HS; and Chino Hills HS

President Shaw presented certificates of recognition to Ayala HS, Chino HS, and Chino Hills HS for achieving status in the U.S. News & World Report for Best High Schools nationally.

2. Marshall ES: Parent Teacher Organization

President Shaw presented certificates of recognition to representatives from the Marshall ES Parent Teacher Organization for its exceptional fundraising efforts.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Chloe Kubeldis, student representative, was absent.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Emily Lao, CHAMP President, highlighted Marshall ES and Wickman ES for being recognized by the Sheriff's Employees Benefit Association, and awarded a total of \$2,500.00 to each school to enhance classroom instruction; said staff at Dickson ES hosted a Grandparents Day; said that at Hidden Trails ES, the administrative team and the dual language immersion staff designed a proposal for the National Association of Bilingual Educators and out of 650 applications, their proposal was selected and the dual language immersion teachers will be presenting a session at the National Conference in New Orleans this March; and commended all Chino Valley schools for working toward the good of all students.

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

The following individuals addressed the Board: Eric Long thanking the Board for its parental notification policy; Andy Vivanco in support of the parental notification policy; Juan Villalba regarding a biology teacher vacancy at Don Lugo HS; John Cervantes in support of the parental notification policy; Lance Asbra praying for God's blessing over the District; Ashlee Peters regarding teacher vacancies in public education; Byron Gonzalez regarding white supremacy by democrats, and the lawsuit brought against the District by AG Rob Bonta; Misty Startup thanking teachers supporting parental

notification, numerous fights at Chino Hills HS, and Project Self Esteem; Glory Ciccarelli regarding National Hispanic Heritage month and Black erasure; Eric Shamp regarding teacher shortage and function of a school board; Len Beckman in support of parental notification; and Carla Vande Steeg to thank the Board for securing a pro-bono law firm to defend the District against the State and AG Bonta regarding parental notification.

I.G. CHANGES AND DELETIONS

The following changes were read into the record: Item II.D.1., Award of Bid No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Modernization Bid Packages 2 Through 7, and 9 Through 15 was yellow-sheeted; and Item III.A.1., New Administrative Regulation 5020.1—Parental Notification was pulled.

II. CONSENT

Moved (Na) seconded (Monroe) motion carried (4-0, Bridge absent) to approve the consent items, as amended.

II.A. ADMINISTRATION

II.A.1. Minutes of the September 7, 2023 Regular Meeting and September 11, 2023 Special Meeting

Approved the minutes of the September 7, 2023 regular meeting and September 11, 2023 special meeting.

II.B. BUSINESS SERVICES

II.B.1. Warrant Register

Approved/ratified the warrant register.

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

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

II.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

II.B.4. Donations

Accepted the donations.

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

II.C.1. Student Expulsion Cases 23/24-03 and 23/24-07

Approved student expulsion cases 23/24-03 and 23/24-07.

II.C.2. School Sponsored Trips

Approved/ratified the school-sponsored trips for Litel ES, Briggs K-8, Ayala HS, and Chino Hills HS.

II.C.3. Legacy Academy Multi Track Year-Round Student Attendance Calendars for the 2024/2025 and 2025/2026 School Years

Approved the Legacy Academy Multi Track Year-Round Student Attendance Calendars for the 2024/2025 and 2025/2026 school years.

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. Notices of Completion for CUPCCAA Projects

Approved the Notices of Completion for CUPCCAA Projects.

II.D.5. Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 26-01)

Approved the Change Order for Bid No. 22-23-08F, Preserve II School—New Construction (BP 26-01).

II.D.6. Change Order and Notice of Completion for Bid No. 22-23-19F, Ayala HS and Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project

Approved the Change Order and Notice of Completion for Bid No. 22-23-19F, Ayala HS, Chino Hills HS, and Don Lugo HS Baseball Scoreboard Replacement Project.

II.D.7. Change Order and Notice of Completion for Bid No. 19-20-24F, Chino HS Reconstruction Phase I (BP 20)

Approved the Change Order and Notice of Completion for Bid No. 19-20-24F, Chino HS Reconstruction Phase 1, (BP 20).

II.D.8. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 3)

Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2, (BP 3).

II.D.9. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 15)

Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2, (BP 15).

II.D.10. Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2 (BP 24)

Approved the Change Order and Notice of Completion for Bid No. 19-20-32F, Chino HS Reconstruction Phase 2, (BP 24).

II.D.11. Award of Bid No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Modernization Bid Packages 2 Through 7, and 9 Through 15

Approved Bid No. 23-24-01F, Chino HS Aquatic Center, Gymnasium, and Locker Modernization Bid Packages 2 through 7, and 9 through 15 to Bogh Engineering, Inc.; Spec Construction Co. Inc.; CABD Construction Inc.; Star Hardware, Inc.; Floored Tile and Stone; AJ Fistes Corporation; JPI Development Group, Inc.; Condor, Inc.; JPI Development Group, Inc.; ACH Mechanical Contractors, Inc.; Southern California West Coast Electric, Inc.; Southern California Landscape, Inc.; and Econo Fence, Inc., as amended.

II.E. HUMAN RESOURCES

II.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

II.E.2. Rejection of Claims

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

III. INFORMATION

III.A. ADMINISTRATION

III.A.1. New Administrative Regulation 5020.1—Parental Notification

This item was pulled from the agenda.

III.B. BUSINESS SERVICES

III.B.1. 2022/2023 Unaudited Actuals Form CA Update

Received for information the 2022/2023 Unaudited Actuals Form CA Update.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

James Na commended Marshall ES PTO parents for their efforts; thanked parents for supporting students; and said we are all here to protect kids.

Andrew Cruz asked Dr. Enfield to look into the Project Self Esteem program; spoke about our schools being in the top niche in education; attended the Chino HS football game; played an audio of music teacher Doug Bowden's students' performing; attended the Magnolia JHS CAASPP awards night; spoke about fighting on school campuses, and acknowledged District security staff for their effectiveness in dealing with the issues; showcased some student art; donated a book to Magnolia JHS and said he was impressed with the students; and spoke about believing in yourself, drive, and having a purposeful life with parent support.

Jon Monroe congratulated Ayala HS, Chino HS, and Chino Hills HS for achieving their ranked status; thanked Marshall ES and Wickman ES for their work and being recognized by SEBA; commended Hidden Trails ES for their work on submitting their proposal to the National Association of Bilingual Educators; and commended staff for dealing with staff shortages, and said that the District will only hire quality educators.

Superintendent Enfield clarified for the Board that there are 19 open teaching positions and that there is a shortage, but staff is working hard to hire quality educators and working with outside companies and recruiting agencies to fill vacancies.

President Shaw read two letters from teachers explaining why they support the parental notification policy, and the District flag policy; thanked Dr. Enfield for clarifying the teacher vacancy misinformation; commended Dr. Enfield, staff, and Board for not giving up; spoke about attending and participating in as many school events that she can attend; thanked Liberty Justice for being part of the team defending the District; beseeched people to not listen to gossip and welcomed direct questions to her; spoke about the overwhelming support CVUSD is receiving regarding the parental notification policy; said that the recall Shaw effort is about recalling the community who voted her into office; said that the judge who granted the temporary restraining order stated that he did not read District documents, but yet made a decision against us and that the State is trying to make him legislate from the bench; spoke about standing up against injustice; and said that Chino works with its community.

V. ADJOURNMENT

President Shaw adjourned the regular meeting of the Board of Education at 7:21 p.m.

Sonja Shaw, President

Andrew Cruz, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$9,357,592.87 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 5, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cattle ES</u>		
ASB - General	Hot Cocoa Grams	12/4/23 - 12/8/23
ASB - General	Valentine Grams	2/5/24 - 2/9/24
<u>Eagle Canyon ES</u>		
PTA	Krispy Kreme	11/1/23 - 12/1/23
PTA	Scholastic Book Fair	11/1/23 - 5/30/24
<u>Glenmeade ES</u>		
PTA	Mountain Mikes Dine Out	10/13/23
PTA	Red Robin Dine Out	10/18/23
<u>Newman ES</u>		
ASB - General	70th Anniversary Spirit Shirts (RATIFY)	9/7/23 - 9/22/23
ASB - General	Trunk and Treat	10/9/23 - 11/7/23
<u>Rolling Ridge ES</u>		
PTA	RaiseRight	11/6/23 - 12/29/23
PTA	Red Robin Dine Out	11/16/23
<u>Canyon Hills JHS</u>		
ASB - AVID	Pieology Family Night Out	10/19/23
ASB - General	Spirit Sox	11/6/23 - 11/17/23
PTSA	Chipotle Family Night Out	11/14/23
<u>Magnolia JHS</u>		
ASB - General	Pieology Dine Out	10/12/23
ASB - General	See's Candies	11/1/23 - 12/1/23
ASB - General	Chop Stop Dine Out	3/13/24
<u>Townsend JHS</u>		
Music Boosters	Popcornopolis	10/6/23 - 10/25/23
Music Boosters	Sponsorship Drive	10/6/23 - 3/1/24
Music Boosters	World's Finest Chocolate	1/8/24 - 2/13/24

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 5, 2023

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS</u>		
ASB - Females Fueling the Future	Breast Cancer Awareness	10/6/23 - 10/25/23
ASB - Girls' Tennis	Donation Drive	10/6/23 - 12/7/23
ASB - Bulldog Times	Snap! Raise	10/16/23 - 11/10/23
ASB - Chinese Club	7 Leaves	10/31/23
Competition Cheer Boosters	Coffee Bean	11/1/23 - 11/5/23
ASB - Chinese Club	Yoyo Tea Shoppe	11/1/23 - 11/30/23
ASB - Girls' Water Polo	Frosh/Soph Tournament	11/17/23 - 11/18/23
ASB - Girls' Water Polo	Frosh/Soph Tournament Snack Shack	11/17/23 - 11/18/23
Competition Cheer Boosters	Applebee's	12/1/23 - 12/5/23
ASB - Girls' Water Polo	Varsity Tournament	12/8/23 - 12/9/23
ASB - Girls' Water Polo	Varsity Tournament Snack Shack	12/8/23 - 12/9/23
ASB - Girls' Water Polo	Best of the West Varsity Tournament	12/26/23 - 12/30/23
ASB - Girls' Water Polo	Best of the West Varsity Tournament Snack Shack	12/26/23 - 12/30/23
ASB - Girls' Water Polo	JV Tournament	1/12/24 - 1/13/24
ASB - Girls' Water Polo	JV Tournament Snack Shack	1/12/24 - 1/13/24
ASB - Girls' Water Polo	2nd Annual Varsity Invitational	1/26/24 - 1/27/24
ASB - Girls' Water Polo	2nd Annual Varsity Invitational Snack Shack	1/26/24 - 1/27/24
<u>Chino HS</u>		
ASB - Class of '25	Cowboy Raffle	10/6/23
Cowboy Huddle Boosters	Wienerschnitzel Chili	10/6/23 - 12/1/23
Sports Boosters	Kona Ice	10/10/23
Sports Boosters	Color Run	10/13/23
Cowboy Huddle Boosters	Breakfast Huddle	10/22/23
<u>Chino Hills HS</u>		
General Boosters - Girls' Golf	Snap! Raise	10/6/23 - 11/6/23
ASB - STEM Research Club	Thinknlocal	10/6/23 - 11/6/23
ASB - Link Crew	7 Leaves	10/20/23
<u>Don Lugo HS</u>		
ASB - Baseball	MVP Discount Cards	10/6/23 - 10/31/23
Performing Arts Boosters	RaiseRight	10/6/23 - 4/30/24
ASB - FFA	Landscape Plant Sales	10/7/23 - 6/30/24
ASB - Latino Student Union	Tostiloco Sales	10/11/23 - 5/30/24
ASB - FFA	Poinsettia Sales	11/13/23 - 11/24/23

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
October 5, 2023

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Superintendent's Office</u>		
Lewis & Carol Boyer	Cash	\$200.00
<u>Hidden Trails ES</u>		
PTA	Cash	\$6,233.00
<u>Marshall ES</u>		
Sheriff's Employees' Benefit Association	10 Walmart Gift Cards	\$2,500.00
<u>Chino HS</u>		
Billy S. Liang, DDS	Cash	\$600.00
<u>Don Lugo HS</u>		
Stephanie Seery	Cash	\$50.00
Barney's Ice Cream	Cash	\$80.00
Connie Villa Fox	Cash	\$100.00
Claudia Ponce	Cash	\$200.00
James Wisdom	Cash	\$200.00
Karen McClung	Cash	\$200.00
Linda Zeigler	Cash	\$200.00
Lori Schmalenberger	Cash	\$200.00
Maxine Franks	Cash	\$200.00
Robert Cota	Cash	\$200.00
Ruth Choi	Cash	\$200.00
Sheila Rodriguez	Cash	\$200.00
Karen Tatum	Cash	\$400.00

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTHS	INVOICE AMOUNTS	2023/2024 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	-	-	\$ 30,903.25
Margaret A. Chidester & Associates	-	-	\$ 2,385.00
Tao Rossini, APC	August	\$19,826.25	\$ 34,441.25
		-	
	Total	\$19,826.25	\$67,729.50

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 office of Tao Rossini, APC.

FISCAL IMPACT

\$19,826.25 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services

**SUBJECT: SIGNATURE AUTHORIZATIONS FOR CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

=====

BACKGROUND

Signature authorization items are routinely brought to the Board for approval based on changes in the organization. Signature authorization allows employees and Board members to perform designated functions in the course of their assigned duties. Approval of the list authorizes designated employees and Board members specific signature authority.

This updated signature list adds Hilda Flores, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support.

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

RECOMMENDATION

It is recommended the Board of Education approve the signature authorizations for Chino Valley Unified School District.

FISCAL IMPACT

None.

NE:SHC:lf

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
AUTHORIZED SIGNATURE LIST
October 5, 2023**

In accordance with provisions of legal codes for the State of California, the Board of Education of the Chino Valley Unified School District hereby delegates authority to sign documents on their behalf, subject to the conditions noted below.

No contract signed pursuant to this delegation shall be valid until such approval has been granted by the governing body of this school district. The duration of this delegation shall extend until revoked or amended.

DOCUMENTS	NAMES
Certificated Notice of Employment**	Norm Enfield Lea Fellows Joseph Durkin Jaime Ortega
Classified Notice of Employment**	Norm Enfield Lea Fellows Joseph Durkin Jaime Ortega
Notice of Intent Not to Re-Employ	Norm Enfield Lea Fellows Joseph Durkin Jaime Ortega
Notice of Employment – Youth Work Experience**	Norm Enfield Grace Park Hilda Flores *** Luke Hackney Eric Dahlstrom
Temporary Teaching Credentials and Credential Applications	Norm Enfield Lea Fellows Joseph Durkin Jaime Ortega
Statements of Need	Norm Enfield Lea Fellows Joseph Durkin Jaime Ortega
Inter District and Intra District Attendance Agreements	Norm Enfield Sandra H. Chen Grace Park Lea Fellows Hilda Flores *** Stephanie Johnson
Claim of Plaintiff Statements	Norm Enfield Sandra H. Chen Lea Fellows Greg Stachura Whitney Fields
Small Claims Court Representatives**	Norm Enfield Sandra H. Chen Lea Fellows Joseph Durkin Jaime Ortega Whitney Fields
Forms/Report/Claims for Workers' Compensation Risk Management	Norm Enfield Sandra H. Chen Lea Fellows Joseph Durkin Jaime Ortega Whitney Fields

DOCUMENTS	NAMES
Payroll Orders	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Payroll Connected District Orders	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Custodian of Revolving Cash Fund for the General Fund*	Norm Enfield Sandra H. Chen (custodian) Liz Pensick Lea Fellows Greg Stachura Lisandra Maldonado
District Orders for Employee Mileage Reimbursement and Transportation Reports	Norm Enfield Sandra H. Chen Liz Pensick
Purchase Orders**	Norm Enfield Sandra H. Chen Grace Park Lea Fellows Hilda Flores *** Greg Stachura Kathy Casino Liz Pensick Lisandra Maldonado
All Other Special Projects Applications and Report Documents	Norm Enfield Sandra H. Chen Grace Park Lea Fellows Hilda Flores *** Greg Stachura Beverly Beemer Liz Pensick
Special Projects Funding Applications, Funding Certifications	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Greg Stachura Beverly Beemer
Miscellaneous Receipts Checking Account*	Norm Enfield Sandra H. Chen Liz Pensick Lisandra Maldonado
Forms, Reports, Checks for Nutrition Service Cafeteria Account*	Sandra H. Chen Liz Pensick Lisandra Maldonado Javier Quirarte
Briggs Fundamental Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Buena Vista HS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado

DOCUMENTS	NAMES
Cal Aero Preserve Academy Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Canyon Hills JHS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Magnolia JHS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Ramona JHS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Townsend JHS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Woodcrest JHS Associated Student Body*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Elementary Student Bodies*	Norm Enfield Sandra H. Chen Grace Park Hilda Flores *** Liz Pensick Lisandra Maldonado
Travel Advances	Norm Enfield Sandra H. Chen
Housing Construction Impact Reports	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
District Orders, Contracts and in Lieu of Transportation Payments**	Norm Enfield Sandra H. Chen Grace Park Lea Fellows Hilda Flores *** Greg Stachura Kathy Casino Liz Pensick
Approval of the Release of Commercial Warrants as Payments to Vendors**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer

DOCUMENTS	NAMES
Approval of the Release of Commercial Warrants as Payments to Vendors** (cont.)	Liz Pensick Lisandra Maldonado
Bank Documents	Sandra H. Chen Liz Pensick
Electronic Signature Key Authorization	Sandra H. Chen Kathy Casino Liz Pensick Lisandra Maldonado
Budget and Expenditure Transfers or Adjustments**	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer Liz Pensick
Necessary School Facilities Program Documents (State Allocation Board)	Norm Enfield Sandra H. Chen Greg Stachura Beverly Beemer
Certification of Board of Education Minutes	Norm Enfield Sonja Shaw (President) Andrew Cruz (Clerk)

* Requires more than one signature
 ** Requires separate Board action
 *** Name added

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Hilda Flores, Ed.D., Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASES 23/24-01, 23/24-02, 23/24-05, 23/24-08, AND 23/24-09

=====

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 23/24-01, 23/24-02, 23/24-05, 23/24-08, and 23/24-09.

FISCAL IMPACT

None.

NE:HF:SJ:kd

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **SCHOOL-SPONSORED TRIPS**

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Rolling Ridge ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 90 students/9 chaperones	November 13-17, 2023	Cost: \$490.00 per student Funding Source: Parents
Site: Chino HS Event: ASICS Clovis Invitational (Cross Country) Place: Fresno, CA Chaperone: 15 students/3 chaperones	October 6-7, 2023	Cost: \$110.00 per student Funding Source: Boosters
Site: Don Lugo HS Event: Marching Band Championships Place: Sacramento, CA Chaperone: 47 students/12 chaperones	November 17-19, 2023	Cost: \$317.00 per student Funding Source: Parents

Site: Don Lugo HS Event: College Tour Place: Santa Barbara, CA; Santa Cruz, CA; San Francisco, CA; Merced, CA; Berkeley, CA; San Luis Obispo, CA; San Jose, CA Chaperone: 40 students/4 chaperones	March 6-9, 2024	Cost: \$375.00 per student Funding Source: Fundraising
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FISCAL IMPACT

None.

NE:HF:gks

Chino Valley Unified School District

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: PROCLAMATION FOR RED RIBBON WEEK,
OCTOBER 23-31, 2023**

=====

BACKGROUND

The Chino Valley Unified School District supports Red Ribbon Week and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle. The attached proclamation recognizes the District's support of this campaign that is scheduled for October 23-31, 2023, and the national theme for the 2023 Red Ribbon Week is "Be Kind to Your Mind. Live Drug Free."

Red Ribbon Week serves as a vehicle for districts, communities, and individuals to take a stand for the hopes and dreams of our children through a commitment to drug prevention education and a personal commitment to live drug-free lives with the ultimate goal being the creation of a drug-free America.

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 Red Ribbon Week, October 23-31, 2023.

FISCAL IMPACT

None.

NE:HF:gks

**Chino Valley Unified School District
Proclamation
Red Ribbon Week
October 23-31, 2023**

WHEREAS, it is imperative that community members launch visible substance abuse prevention education efforts to reduce the demand for drugs;

WHEREAS, supporting the national theme for the 2023 Red Ribbon Week, “Be Kind to Your Mind. Live Drug Free.,” will help amplify the campaign’s mission to encourage children, families, and communities to live healthy, happy, drug-free lives and serve as a reminder that we are all empowered with shaping the communities around us through positivity, bravery, and strength;

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2023; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, senior citizens, military, sports teams, and individuals can demonstrate their commitment to drug-free and alcohol abuse-free, healthy lifestyles by wearing and displaying red ribbons during this campaign.

NOW, THEREFORE, BE IT RESOLVED the Board of Education of the Chino Valley Unified School District does hereby support October 23-31, 2023 as Red Ribbon Week, and encourages its students and staff to participate in drug prevention education activities, making a visible statement that we are firmly committed to a drug-free and alcohol abuse-free community and lifestyle.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$7,801,684.58 to all District funding sources.

NE:GJS:kc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:kc

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2324-133 Think Together. To provide expanded learning program services. Submitted by: Child Development Duration of Agreement: September 8, 2023 - June 30, 2024	Contract amount: \$3,149,317.00 Funding source: ELOP

HUMAN RESOURCES	FISCAL IMPACT
HR-2324-020 Geralyn Riemer dba ACT on Drugs, Inc. To provide interactive, scientific based, training to youth, parents, and community about the facts and consequences surrounding drug use. Submitted by: Risk Management Duration of Agreement: July 1, 2023 - June 30, 2024	Contract amount: \$15,000.00 Funding source: General Fund
HR-2324-021 ExpertHiring, LLC. To provide contracted staffing. Submitted by: Human Resources Duration of Agreement: October 6, 2023 - June 30, 2024	Contract amount: Per Rate Sheet Funding source: Various
HR-2324-022 New Midiscan II, LLC dba Cross Country Education. To provide contracted staffing. Submitted by: Human Resources Duration of Agreement: August 8, 2023 - August 8, 2024	Contract amount: Per Rate Sheet Funding source: Various

MASTER CONTRACTS	FISCAL IMPACT
MC-2324-053 ZMCW, LLC dba Crumbl Cookies Chino. To provide cookies for fundraising. Submitted by: All Sites Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various
MC-2324-054 Honey & Rose Apparel, LLC. To provide apparel and accessories for fundraising. Submitted by: All Sites Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various
MC-2324-055 Literati, Inc. To provide book fairs. Submitted by: All Sites Duration of Agreement: September 22, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various
MC-2324-056 Performance Food Group, Inc. dba Vistar. To provide wholesale food/beverage distributor. Submitted by: All Sites Duration of Agreement: October 6, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various

MASTER CONTRACTS	FISCAL IMPACT
MC-2324-057 Kagan Professional Development. To provide coaching and professional development. Submitted by: All Sites Duration of Agreement: July 1, 2023 - June 30, 2026	Contract amount: Per Quote Funding source: Various
MC-2324-058 Jadira Erica Becerra dba Candy Apples, Cheesecake and More LLC. To provide dessert catering. Submitted by: All Sites Duration of Agreement: October 6, 2023 - June 30, 2026	Contract amount: Per Rate Sheet Funding source: Various

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2223-054 Document Tracking Services. To provide software to support compliance documentation related to categorical programs. Submitted by: Access & Equity Duration of Agreement: July 1, 2023 - July 15, 2025 Original Agreement Board Approved: June 15, 2023	Contract amount: \$400.00 Addition of Legacy Academy Funding source: Title I & Title III EL
CIIS-2223-166 806 Technologies, Inc. To provide software to support compliance documentation related to categorical programs. Submitted by: Access & Equity Duration of Agreement: June 16, 2023 - June 30, 2024 Original Agreement Board Approved: June 15, 2023	Contract amount: \$600.00 Addition of Legacy Academy Funding source: Title I
F-2223-034 Contribute LLC dba Progress Adviser, Facility Adviser. To provide FIT solution software and support to the annual FIT reports. Submitted by: Maintenance & Operations Duration of Agreement: September 1, 2022 - June 30, 2024 Original Agreement Board Approved: September 1, 2022	Contract amount: \$29,195.00 Extend duration of contract from August 31, 2023 to June 30, 2024 Funding source: General Fund

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

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

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

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:kc



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to Anna_Hamilton@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	Eagle Canyon Elementary	Date Submitted:	September 15, 2023
Site Contact & Extension	Michelle Chavez ext 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Latitude 3160	CRT-1 #11	54502	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1 #8	54477	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1 #4	54470	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1 #5	54504	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1 #16	54497	<input type="checkbox"/>
Computer Equipment	Latitude 3189	312-CRT3-03	57506	<input type="checkbox"/>
Computer Equipment	Latitude 3189	312-CRT3-06	57512	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-LAB30-CB28	71729	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-CART01-CB12	66409	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-CRT3-10	57545	<input type="checkbox"/>
Computer Equipment	Latitude 3189	312-CRT3-05	57514	<input type="checkbox"/>
Computer Equipment	Chromobook 11 3189	312-LAB23-CB05	71670	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-LAB30-CB35	71736	<input type="checkbox"/>
Computer Equipment	Latitude 3189	312-CRT3-17	Click or tap here to enter text.	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Latitude 3189	312-CRT3-15	57519	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	308-RM10-CB10	62706	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-LAB30-CB18	71719	<input type="checkbox"/>
Computer Equipment	Chromebook 11 3189	312-LAB23-CB13	71678	<input type="checkbox"/>
Computer Equipment	Latitude 3189	312-CRT3-02	57510	<input type="checkbox"/>
Computer Equipment	Monitor	No Number	Click or tap here to enter text.	<input type="checkbox"/>

Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.

Rev. 11/1/2022

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



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


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School Site/Department	Eagle Canyon Elementary School	Date Submitted:	September 15, 2023
Site Contact & Extension	Michelle Chavez Ext: 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

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Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Monitor	CN-067306-71623-12A-0049	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	Dell Monitor	CN-0GC811-72872-61M-1W7L	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	Dell Monitor	CN-0C7306-71623-49K-1486	Click or tap here to enter text.	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	X 7268328	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	X 7268300	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X 7268393	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X 7268364	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X 7267084	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54497	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54471	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	x7268357	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	x7268384	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54495	<input type="checkbox"/>
23	Latitude 3160	CRT-1	54475	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Latitude 3160	CRT-1	57527	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57543	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54494	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X 7268342	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X7268305	<input type="checkbox"/>
Computer Equipment	Latitude 3160 CRT-1 #4	CRT-1	X7268356	<input type="checkbox"/>



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Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Chromebook	CRT-1	X7268331	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	54498	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	X7268337	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	54468	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	57533	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57521	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57508	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57544	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X7268324	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54485	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57522	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X7268385	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54486	<input type="checkbox"/>
23	Latitude 3160	CRT-1	57541	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Latitude 3160	CRT-1	54488	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57507	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54484	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X7268375	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	54779	<input type="checkbox"/>
Computer Equipment	Latitude 3160 CRT-1 #4	CRT-1	X7268347	<input type="checkbox"/>

Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
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Rev. 11/1/2022

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Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Chromebook	CRT-1	54493	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	54480	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	X7268297	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	X7268388	<input type="checkbox"/>
Computer Equipment	Chromebook	CRT-1	54466	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	x7268320	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57529	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57540	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	X7268343	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	57520	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59746	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59748	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59742	<input type="checkbox"/>
23	Latitude 3160	CRT-1	59740	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Latitude 3160	CRT-1	59749	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59743	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59745	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59741	<input type="checkbox"/>
Computer Equipment	Latitude 3160	CRT-1	59747	<input type="checkbox"/>
Computer Equipment	Dell Charger		CN - 06TM1C - LOC00 - 844 - 2A82 -A07	<input type="checkbox"/>

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Department Head/Principal Approval:	
Technology Review:	

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Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C-CH600 - 7AG - 0C68 - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G -1A96 -A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 84D - 0BQC - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - 72438 - 5CF - 364A - A04	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - A24B - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - A0BD - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 0F19 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 2E89 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 88G - 0120 - A09	<input type="checkbox"/>



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date _____

Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0C61 - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0DEJ - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 81F - 245B - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1A86 - A07	<input type="checkbox"/>
23	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1A8A - A07	<input type="checkbox"/>
Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0C5J - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09TM1C - LOC00 - 83G - 2ADF - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0C5V - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - 98D7 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0C6I - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger		CN - 06TM1C - LOC00 - 881 - 9C8B - A09	<input type="checkbox"/>

Site Responsibility:

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3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
 - a. Product description – choose from the download
 - b. Make and model, when available
 - i. All computer equipment and printers must include the serial number
 - c. CVUSD asset tag

Rev. 11/1/2022

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CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


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School Site/Department	Eagle Canyon Elementary School	Date Submitted:	September 15, 2023
Site Contact & Extension	Michelle Chavez Ext: 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 84D -09JW - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 2BE5 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 81C - 5A9B - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 86K - 0IJ5 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 7AG - 0C6M - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 821 - 3475 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 813 - 050B - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 88E - 3636 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1CB0 - A07	<input type="checkbox"/>

Rev. 11/1/2022

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Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 85E - 0H0X - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - 98C1 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81T - 057M - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 84A - 0E2C - A09	<input type="checkbox"/>
23	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81M - 0C0P - A08	<input type="checkbox"/>
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81M - 02ZZ - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 84D - 0IOT - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 0F7970 - 71615 - 623 - 0E74	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 0N2765 - 47890 - 534 - 9228	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 2AD6 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger		CN - 09RN2C - CH600 - 81T - 051D - A08	<input type="checkbox"/>

Site Responsibility:

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3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
 - a. Product description – choose from the download
 - b. Make and model, when available
 - i. All computer equipment and printers must include the serial number
 - c. CVUSD asset tag
 - d. Only if the item is in good working condition, select the box.
 - e. Obtain Principal or Department Head approval. Adobe E-signature is acceptable.

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Adobe E-signature is acceptable

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Technology Review:	

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Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - 77781 - 714 - 00IK - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 87U - 54F5 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 01XRN1 - 48661 - 353 - 3NJR - A01	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81M - ORE0 - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 91N - 4A85 - A10	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1E00 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 3D91 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - 678B - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83J - 3E7C - A07	<input type="checkbox"/>

Rev. 11/1/2022

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



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST

Purchasing Use Only

Board Approval Date

Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1E81 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81B - OH4X - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81B - OH2X - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 0N6M8J - 48661 - 231 - 3IYQ - A02	<input type="checkbox"/>
23	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83J - 2DD7 - A07	<input type="checkbox"/>
Description REQUIRED	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 2DFB - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81T- 0511 - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - A5B7 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 84J - 8597 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83G - 1A69 - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger		CN - 06TM1C - LOC00 - 83G - 1f78 - A07	<input type="checkbox"/>

Site Responsibility:

1. Inventory all equipment and furniture that is being submitted for surplus or disposal.
2. THIS FORM MUST BE TYPED. Accurate information must be reported on the (1) Board Agenda for approval, (2) to the Warehouse for pick up, and for (3) asset accounting.
3. Ensure that the Surplus/Obsolete Equipment List is completed and is legible. Include:
 - a. Product description – choose from the download
 - b. Make and model, when available
 - i. All computer equipment and printers must include the serial number
 - c. CVUSD asset tag

Rev. 11/1/2022

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



CHINO VALLEY UNIFIED SCHOOL DISTRICT SURPLUS / OBSOLETE EQUIPMENT LIST


Purchasing Use Only

Board Approval Date

List the equipment below that your site/department no longer needs. Indicate on the form if the item is in working condition. When the form has been completed and signed, KEEP A COPY, and forward the approved form to Anna_Hamilton@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	Eagle Canyon Elementary School	Date Submitted:	September 15, 2023
Site Contact & Extension	Michelle Chavez Ext: 8100		

Adobe E-signature is acceptable

Department Head/Principal Approval:	
Technology Review:	

THIS FORM MUST BE TYPED

Description <i>REQUIRED</i>	Model #	Serial #	CVUSD Asset Tag	Good Working Condition
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - 8E28 - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 85E - 0P4L - A09	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 09RN2C - CH600 - 81V - 0Q5H - A08	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 83J - 2DCC - A07	<input type="checkbox"/>
Computer Equipment	Dell Charger	Click or tap here to enter text.	CN - 06TM1C - LOC00 - 881 - 99E0 - A09	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
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Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>
Choose an item.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/>

Rev. 11/1/2022

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

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: 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
CC2024-18	Ayala HS Murals Touch Up	Murals for Schools	\$18,220.00	N/A	\$18,220.00	01	September 14, 2023
CC2024-23	Country Springs ES Playground Asphalt Repairs	Premier Paving, Inc.	\$54,980.00	N/A	\$54,980.00	01	September 17, 2023
CC2024-25	Country Springs ES Building Improvements	TDV Innovations, Inc.	\$59,930.00	N/A	\$59,930.00	01	September 17, 2023
CC2024-26	Butterfield Ranch ES Planter Improvement	Innovation Kurbs Landscape	\$24,840.00	N/A	\$24,840.00	01	September 13, 2023
CC2024-33	Chino Hills HS Gym HVAC Repair	Air Tyme A/C Heating & Heating Services	\$18,652.00	N/A	\$18,652.00	01	September 7, 2023

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 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 Notices of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$176,622.00 to General Fund 01.

NE:GJS:ms

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID NO. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION (BP 03-01)

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve II School – New Construction (BP 03-01) to Bogh Engineering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bogh Engineering, Inc.	\$21,243.00
	Bid Amount:	\$6,646,000.00
	Revised Total Project Amount:	\$6,667,243.00

The change order results in a net increase of \$21,243.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School – New Construction (BP 03-01).

FISCAL IMPACT

\$21,243.00 to Measure G Building Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 09/01/2023 BID/ CUPCAA #: 22-23-08F ✓ Change Order #: 001 ✓
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Bogh Engineering Inc. (BP 03-01) ✓
P.O. 241357

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

ITEM NO. 1:	Description:	CCD#012/RFI#212 Bldg A&C Added Caisson Reinforcement at Column Type E
	Reason:	Provides for the added caisson reinforcement at Building A & C column type E footings pursuant to DSA CCD#012 and RFI #212 response as requested by DSA. (BCID Ref 9R1)
	Document Ref:	Change Order Request P-003 (PCO #P-046)
	Requested by:	District
	Change in Contract Sum:	\$21,243.00 / ADD
	Time Extension:	0

SEP 7 PM 2:27
FACILITIES & PLANNING

CONTRACT SUMMARY

The original contract amount was:	<u>\$6,646,000.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased by this Change Order:	<u>\$21,243.00</u> ✓
The new contract amount including this change order will be:	<u>\$6,667,243.00</u> ✓
The original contract completion date:	<u>05/30/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>05/30/2024</u>

APPROVED BY:

Lisa Venable
Contractor – Bogh Engineering Inc.

DocuSigned by:
Lisa Venable
7F8424CE6CE34BE...

09/06/2023 | 09:21 PDT
Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

Signature

DocuSigned by:

KAMAL ISRAIL

A85D347C199F461...

09/06/2023 | 09:36 PDT

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signature

DocuSigned by:

Bob Lavey

8953B2CA4BF6419...

09/06/2023 | 09:25 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

Signature

DocuSigned by:

Hung Truong

DB919CAC3A0446B...

09/06/2023 | 10:13 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID NO. 22-23-08F, PRESERVE II SCHOOL – NEW CONSTRUCTION (BP 31-01)

=====

BACKGROUND

On October 20, 2022, the Board of Education awarded Bid No. 22-23-08F, Preserve II School – New Construction (BP 31-01) to Bogh Engineering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bogh Engineering, Inc.	\$147,560.00
	Bid Amount:	\$2,621,000.00
	Revised Total Project Amount:	\$2,768,560.00

The change order results in a net increase of \$147,560.00 to the construction cost and no days added to the contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid No. 22-23-08F, Preserve II School – New Construction (BP 31-01).

FISCAL IMPACT

\$147,560.00 to Measure G Building Fund 21.

NE:GJS



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

CHANGE ORDER

Date: 09/01/2023 BID/ CUPCCAA #: 22-23-08F ✓ Change Order #: 001 ✓
 Project Title: Preserve II School – New Construction
 Owner: Chino Valley Unified School District DSA Application #: 04-120512 DSA File #: 36-11
 Architect: PBK Contractor: Bogh Engineering Inc. (BP 31-01) ✓
P.O. 241354

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

ITEM NO. 1:	Description:	Remediation of Unsuitable Pre-Existing Saturated Soil
	Reason:	Provides for the remediation of unsuitable pre-existing saturated soil as well as saturation caused from numerous rain events encountered during grading and over excavation of the project site. Remediation includes the usage of bridging rock material to allow for grading activities to continue and avoid further schedule impacts. (BCID Ref 2R1, 4R1, 6R1)
	Document Ref:	Change Order Request P-004 (PCO #P-013)
	Requested by:	District
	Change in Contract Sum:	\$147,560.00 / ADD
	Time Extension:	0

ONINWORLD 8 SOLUTIONS
12/17/2023

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,621,000.00</u> ✓
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased by this Change Order:	<u>\$147,560.00</u> ✓
The new contract amount including this change order will be:	<u>\$2,768,560.00</u> ✓
The original contract completion date:	<u>05/30/2024</u>
The contract time will be increased/decreased by days:	<u>0 days</u>
The date of completion as a result of this Change Order is:	<u>05/30/2024</u>

APPROVED BY:

Lisa Venable

Contractor – Bogh Engineering Inc.

Signature

DocuSigned by:

Lisa Venable

7F8424CEBCE34BE...

09/06/2023 | 09:21 PDT

Date

Kamal Israil
TYR Inc.

DSA Inspector of Record (if applicable)

Signature

DocuSigned by:
KAMAL ISRAIL
A85D347C199F461...

09/06/2023 | 09:35 PDT

Date

Bob Lavey
PBK

Architect / Engineer (if applicable)

Signature

DocuSigned by:
Bob Lavey
8953B2CA4BF0419...

09/06/2023 | 09:24 PDT

Date

Hung Truong
CW Driver

Construction/Project Manager

Signature

DocuSigned by:
Hung Truong
DB9198A03A0446B...

09/06/2023 | 10:12 PDT

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources
Joseph Durkin, Director, Human Resources
Jaime Ortega, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:LF:JD:JO:jw

CERTIFICATED PERSONNEL

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

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

HAMPTON, Carl (25 yrs. of service)	Principal	Boys Republic HS	12/16/2023
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HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2023/2024 SCHOOL YEAR

POLAND, Michael	Social Science Teacher	Buena Vista HS	10/09/2023
NUCHOLS, Jayni	Science Teacher	Don Lugo HS	10/06/2023
WEBER, Kimberly	GED Prep Teacher	Adult School	10/11/2023
RANGEL, Araceli	Child Development Teacher	Health Services	10/06/2023
VILLASENOR, Christina	Child Development Teacher	Health Services	10/06/2023

RETIREMENT

BROWN, Steven (17 yrs. of service)	Special Education Teacher	Rhodes ES	09/23/2023
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APPOINTMENT - EXTRA DUTY

BELLOSO, Rodrigo	Basketball (GF)	Briggs, K-8	09/19/2023
GILBERT-McKELLIP, Laurie	100 Mile Club (GF)	Briggs, K-8	09/20/2023
SCRUGHAM, Corine	Track (GF)	Briggs, K-8	09/22/2023
SALMON, Darin	Football (GF)	Magnolia JHS	09/21/2023
SALMON, Darin	Soccer (GF)	Magnolia JHS	09/21/2023
SALMON, Darin	Girls Basketball (GF)	Magnolia JHS	09/21/2023
SALMON, Darin	Boys Basketball (GF)	Magnolia JHS	09/21/2023
SALMON, Darin	Soccer (GF)	Magnolia JHS	09/21/2023
SALMON, Darin	Volleyball (GF)	Magnolia JHS	09/21/2023
Rogers, Nancy	Soccer (GF)	Ramona JHS	09/25/2023
Rogers, Nancy	Basketball (GF)	Ramona JHS	09/25/2023
ANOCIBAR, Nick (NBM)	Band (B)	Townsend JHS	09/15/2023
SANDINO, Stephanie	Track (GF)	Townsend JHS	09/20/2023
DREW, Scot	Girls Basketball 7 th (GF)	Woodcrest JHS	09/21/2023
DREW, Scot	Girls Basketball 8 th (GF)	Woodcrest JHS	09/21/2023
MONTELL, Nicolas (NBM)	Band (B)	Ayala HS	09/20/2023
MULQUEEN, Aidan (NBM)	Water Polo (B)	Ayala HS	09/21/2023
BRIEVA, Alan (NBM)	Tennis (B)	Chino HS	09/15/2023
BAEZ, Nathan (NBM)	Baseball (B)	Chino Hills HS	09/14/2023

CERTIFICATED PERSONNEL (cont.)

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

OVIEDO, Deanna (NBM)	Sideline Cheer (B)	Don Lugo HS	09/22/2023
VAZQUEZ LEYVA, Michelle (NBM)	Soccer (B)	Don Lugo HS	09/21/2023

TOTAL: \$19,713.66

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

MATTHEWS, Michelle

CLASSIFIED PERSONNEL

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

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED MANAGEMENT SALARY SCHEDULE**APPOINTMENT**

SEIFERT, Teresa	Operations Manager, Nutrition Services (NS)	Nutrition Services	10/06/2023
FARBER, Erin	Occupational Therapist (SELPA/GF)	Special Education	10/06/2023

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

HUNG, Joanne	Bilingual Typist Clerk I Mandarin (C)	Butterfield Ranch ES	10/06/2023
SANDOVAL, Rebecca	Playground Supervisor (GF)	Butterfield Ranch ES	10/06/2023
SERNA, Sadie	Paraprofessional II (SELPA/GF)	Butterfield Ranch ES	10/06/2023
BECERRIL, Yesenia	Playground Supervisor (GF/C)	Cortez ES	10/06/2023
MENDOZA, Felicia	Playground Supervisor (GF)	Eagle Canyon ES	10/06/2023
REYES, Janiece	IA/Elementary Grade Level (GF)	Walnut ES	10/06/2023
TANG, Szu En	Bilingual Typist Clerk I Mandarin (C)	Canyon Hills JHS	10/06/2023
GARCIA, Joseph	Custodian I (GF)	Chino HS	10/06/2023
HUERTA, Alina	Behavior Intervention Aide (MH)	Special Education	10/06/2023

ADDITIONAL ASSIGNMENT

RAMIREZ, Sarah	IA/Childhood Education (C)	Child Development	09/05/2023
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PROMOTION

CAMPOS-JOHNSON, Tonya	FROM: Attendance Clerk (GF) 8 hrs./195 work days TO: Counseling Assistant (GF) 8 hrs./213 work days	Ramona JHS Ramona JHS	10/06/2023
MATA, Anna	FROM: Counseling Assistant (GF) 8 hrs./213 work days TO: Administrative Secretary I (C) 8 hrs./261 contract days	Woodcrest JHS Health Services	09/07/2023

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PROMOTION</u> (cont.)			
HERNANDEZ, Elena	FROM: Career Center Guidance Technician (GF) 6 hrs./187 work days TO: School Secretary I (GF) 4 hrs./215 work days and Counseling Assistant (GF) 3 hrs./215 work days	Don Lugo HS CVLA CVLA	10/09/2023
GROVES, Kristal	FROM: Bus Driver (GF) 6 hrs./208 work days TO: Driver Trainer (GF) 8 hrs./261 contract days	Transportation Transportation	10/06/2023

INCREASE HOURS/DAYS

MONK, Lisa	FROM: ASB Student Store Clerk (GF) 3.75 hrs./183 work days TO: ASB Student Store Clerk (GF) 8 hrs./183 work days	Chino HS Chino HS	10/06/2023
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RESIGNATION

MATTHEWS, Brittany	Paraprofessional II (SELPA/GF)	Marshall ES	09/29/2023
RICO, Jonathan	Accountant I (C)	Health Services	09/22/2023

RETIREMENT

SANCHEZ, Dante (25 Years of Service)	Four Color Specialist (GF)	Printing, Graphics & Mail Services	12/01/2023
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2023, THROUGH JUNE 30, 2024

BLACK, April	BRENES, Jacob	FRANCO, Desiree
GOMEZ, Madalyn	HERRERA, Joseph	KEASEY, Kaylee
KOOT, Christa	LO, Linus	MEHANDIRATTA, Sanjana
ZARAGOZA, Jocelyne		

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Associate Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources

SUBJECT: REJECTION OF CLAIMS

=====

BACKGROUND

Claim 23.09.18 was submitted on September 15, 2023, from David Koppleman, Attorney, on behalf of an alumni from Chino HS. The claimant alleges injury while training and using equipment during track & field practice after school hours. Claimant seeks a settlement demand for an unspecified amount.

Claim 23.09.19 was submitted on September 19, 2023, from Jacob Emrani, Attorney, on behalf of a student at Rhodes ES. The claimant alleges injury while playing on the playground equipment during recess. Claimant seeks a settlement demand for an unspecified amount. Claimant seeks unspecified damages and seeks a settlement demand that lies within the jurisdiction of the Superior Court.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:LF:WF:lag

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

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: STUDENT FIELDWORK, STUDENT TEACHING, AND TEACHING
INTERNSHIP AGREEMENTS WITH POINT LOMA NAZARENE
UNIVERSITY SCHOOL OF EDUCATION**

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BACKGROUND

Student teaching, internship, and practicum experience provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish Student Fieldwork, Student Teaching, and Teaching Internship agreements with Point Loma Nazarene University School 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 the Student Fieldwork, Student Teaching, and Teaching Internship agreements with Point Loma Nazarene University School of Education.

FISCAL IMPACT

None.

NE:LF:JD:JO:jw

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Chino Valley Unified School District** (the “District”).

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher (“collectively, “Fieldwork Candidates””);

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate’s other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District’s faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.

3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.
 4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The University’s Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CCTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Fieldwork Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the

University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable

attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **October 6, 2023 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No

modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

Authorized Signature Date: _____

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Chino Valley Unified School District** (the “District”).

Whereas, the University’s curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher (“Student Teaching/Clinical Practice”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a “Student Teaching/Clinical Practice Candidate”) for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate’s normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate’s other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a “Cooperating Teacher”). Cooperating Teachers shall meet the following criteria:
1. The Cooperating Teacher shall be a full-time member of the District’s faculty.
 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the “University Supervisor”) in accordance with all CCTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Student Teaching/Clinical Practice Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their student teaching experience and for the duration of their student teaching experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **October 6, 2023 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

Authorized Signature Date: _____

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Teaching Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Chino Valley Unified School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District may reduce Intern pay by up to 1/8 of its total to pay for District personnel to supervise Intern, provided that Intern salaries prior to any reduction are equal to or exceed the minimum base salary paid to a regular certificated employee. If the District reduces Intern salaries in accordance with this section, no more than eight interns may be advised by a single District support person.

- F. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCTC guidelines.
- G. The District will provide sufficient resources to support Internships, including designated time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- H. The District will provide Interns with clear terms of employment in writing no later than the first day the Intern is to report for work. This notice shall identify and include contact information about the Intern's District Provided Coach.
- I. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- J. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- K. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- L. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- M. The District will not hire Interns for positions that displace certificated employees.
- N. Each Intern Certificate will be valid for a period of up to two years.
Exceptions include:
 - 1. Certificates are valid up to three years if the Intern is participating in a program leading to the attainment of a specialist credential to teach students.
 - 2. Certificates are valid up to four years if the Intern is participating in a district intern program leading to the attainment of both a multiple or single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.
- O. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf

of the University (“University Supervisor”). This shall be done at the University’s sole expense.

B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:

1. Bachelors’ degree from an accredited school of higher education
2. Subject matter competency
3. Passage of California Basic Educational Skills Test (“CBEST”)
4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

C. The University will enhance the Intern’s growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.

D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern’s designated classroom to assist and support the Teaching Intern.

E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern’s work with students who require specialized or modified instruction in both the English language and their academic courses (“English Learners”).

F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.

G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern’s performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District’s students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection, acceptance or participation by any Teaching Intern pursuant to this Agreement on the basis of any characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party’s affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively “Indemnified Parties”) against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney’s fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed (“Claims”), that in any way arise out of or relate to (a) the indemnifying party’s acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party’s non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party’s indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **October 6, 2023 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way

limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

Authorized Signature Date: _____

Chino Valley Unified School District

Our Motto:

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

DATE: October 5, 2023

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR JULY THROUGH SEPTEMBER 2023**

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BACKGROUND

In accordance with the Williams settlement legislation, Education Code 35186 states that the Superintendent or designee shall report summarized data on the nature and resolution of all Williams related complaints to the Board of Education and the San Bernardino County Superintendent of Schools on a quarterly basis. Williams related complaints are complaints specific to 1) insufficiency of instructional materials, 2) unsafe facilities, or 3) teacher vacancy or misassignment. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled board meeting.

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 Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for July through September 2023.

FISCAL IMPACT

None.

NE:HF:gks

Williams Settlement Legislation
Quarterly Uniform Complaint Report Summary
For submission to school district governing board and county office of education

District Name: Chino Valley Unified School District

Quarter covered by this report: July 2023 – September 2023

Please fill in the following table. Enter 0 in any cell that does not apply.

	Number of complaints received in quarter	Number of complaints resolved	Number of complaints unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignments	1	0	1
Totals	1	0	1

Submitted by: Hilda Flores

Title: Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: October 5, 2023

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: NEW ADMINISTRATIVE REGULATION 4119.12-ALL PERSONNEL
TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES
AND EXHIBIT 4119.12-ALL PERSONNEL NOTICE OF TITLE IX
SEXUAL HARASSMENT POLICY**

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BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Administrative Regulation 4119.12-All Personnel Title IX Sexual Harassment Complaint Procedures and Exhibit 4119.12-All Personnel Notice of Title IX Sexual Harassment Policy are being created to reflect new and updated policies and current District practice.

New Administrative Regulation 4119.12-All Personnel Title IX Sexual Harassment Complaint Procedures and Exhibit 4119.12-All Personnel Notice of Title IX Sexual Harassment Policy establishes process and procedure to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that an employee, while in an education program or activity in which the District school exercises substantial control over the context and respondent, was subjected to one or more forms of sexual harassment. Regulation includes, but is not limited to, information and criteria for complaint process; complaint dismissal; investigation procedures; appeals; remedies and supportive measures. Exhibit presents a sample of the required notification to employees, job applicants, and employee organizations regarding the District's Title IX sexual harassment policy and the District's Title IX coordinator.

New language is provided in UPPER CASE.

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 new Administrative Regulation 4119.12-All Personnel Title IX Sexual Harassment Complaint Procedures and Exhibit 4119.12-All Personnel Notice of Title IX Sexual Harassment Policy.

FISCAL IMPACT

None.

NE:LF:JD:JO:jw

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

THE COMPLAINT PROCEDURES DESCRIBED IN THIS ADMINISTRATIVE REGULATION SHALL BE USED TO ADDRESS ANY COMPLAINT GOVERNED BY TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 ALLEGING THAT A DISTRICT EMPLOYEE, WHILE IN AN EDUCATION PROGRAM OR ACTIVITY IN WHICH A DISTRICT SCHOOL EXERCISES SUBSTANTIAL CONTROL OVER THE CONTEXT AND RESPONDENT, WAS SUBJECTED TO ONE OR MORE OF THE FOLLOWING FORMS OF SEXUAL HARASSMENT: (34 CFR 106.30, 106.44)

1. A DISTRICT EMPLOYEE CONDITIONING THE PROVISION OF A DISTRICT AID, BENEFIT, OR SERVICE ON A PERSON'S PARTICIPATION IN UNWELCOME SEXUAL CONDUCT
2. UNWELCOME CONDUCT DETERMINED BY A REASONABLE PERSON TO BE SO SEVERE, PERVASIVE, AND OBJECTIVELY OFFENSIVE THAT IT EFFECTIVELY DENIES A PERSON EQUAL ACCESS TO THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY
3. SEXUAL ASSAULT, DATING VIOLENCE, DOMESTIC VIOLENCE, OR STALKING AS DEFINED IN 20 USC 1092 OR 34 USC 12291

ALL OTHER SEXUAL HARASSMENT COMPLAINTS OR ALLEGATIONS SHALL BE INVESTIGATED AND RESOLVED IN ACCORDANCE WITH AR 4030 - NONDISCRIMINATION IN EMPLOYMENT. THE DETERMINATION OF WHETHER THE ALLEGATIONS MEET THE DEFINITION OF SEXUAL HARASSMENT UNDER TITLE IX SHALL BE MADE BY THE DISTRICT'S TITLE IX COORDINATOR.

BECAUSE THE COMPLAINANT HAS A RIGHT TO PURSUE A COMPLAINT UNDER AR 4030 FOR ANY ALLEGATION THAT IS DISMISSED OR DENIED UNDER THE TITLE IX COMPLAINT PROCEDURE, THE TITLE IX COORDINATOR SHALL ENSURE THAT ALL REQUIREMENTS AND TIMELINES FOR AR 4030 ARE CONCURRENTLY MET WHILE IMPLEMENTING THE TITLE IX PROCEDURE.

REPORTING ALLEGATIONS/FILING A FORMAL COMPLAINT

AN EMPLOYEE WHO IS THE ALLEGED VICTIM OF SEXUAL HARASSMENT MAY SUBMIT A REPORT OF SEXUAL HARASSMENT TO THE DISTRICT'S TITLE IX COORDINATOR USING THE CONTACT INFORMATION LISTED IN AR 4119.11/4219.11/4319.11 - SEXUAL HARASSMENT OR TO THE EMPLOYEE'S DIRECT SUPERVISOR OR OTHER DISTRICT ADMINISTRATOR, WHO SHALL FORWARD THE REPORT TO THE TITLE IX COORDINATOR WITHIN ONE DAY OF RECEIVING THE REPORT.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

UPON RECEIVING SUCH A REPORT, THE TITLE IX COORDINATOR SHALL INFORM THE COMPLAINANT OF THE RIGHT TO FILE A FORMAL COMPLAINT AND THE PROCESS FOR FILING A FORMAL COMPLAINT.

A FORMAL COMPLAINT, WITH THE COMPLAINANT'S PHYSICAL OR DIGITAL SIGNATURE, MAY BE FILED WITH THE TITLE IX COORDINATOR IN PERSON, BY MAIL, BY EMAIL, OR BY ANY OTHER METHOD AUTHORIZED BY THE DISTRICT. (34 CFR 106.30)

EVEN IF THE ALLEGED VICTIM CHOOSES NOT TO FILE A FORMAL COMPLAINT, THE TITLE IX COORDINATOR SHALL FILE A FORMAL COMPLAINT IN SITUATIONS WHEN A SAFETY THREAT EXISTS. IN ADDITION, THE TITLE IX COORDINATOR MAY FILE A FORMAL COMPLAINT IN OTHER SITUATIONS AS PERMITTED UNDER THE TITLE IX REGULATIONS, INCLUDING AS PART OF THE DISTRICT'S OBLIGATION TO NOT BE DELIBERATELY INDIFFERENT TO KNOWN ALLEGATIONS OF SEXUAL HARASSMENT. IN SUCH CASES, THE TITLE IX COORDINATOR SHALL PROVIDE THE ALLEGED VICTIM NOTICES AS REQUIRED BY THE TITLE IX REGULATIONS AT SPECIFIC POINTS IN THE COMPLAINT PROCESS.

THE TITLE IX COORDINATOR, INVESTIGATOR, DECISION-MAKER, OR A FACILITATOR OF AN INFORMAL RESOLUTION PROCESS SHALL NOT HAVE A CONFLICT OF INTEREST OR BIAS FOR OR AGAINST COMPLAINANTS OR RESPONDENTS GENERALLY OR AN INDIVIDUAL COMPLAINANT OR RESPONDENT. SUCH PERSONS SHALL RECEIVE TRAINING IN ACCORDANCE WITH 34 CFR 106.45. (34 CFR 106.45)

SUPPORTIVE MEASURES

UPON RECEIPT OF A REPORT OF TITLE IX SEXUAL HARASSMENT, THE TITLE IX COORDINATOR SHALL PROMPTLY CONTACT THE COMPLAINANT TO DISCUSS THE AVAILABILITY OF SUPPORTIVE MEASURES AND SHALL CONSIDER THE COMPLAINANT'S WISHES WITH RESPECT TO THE SUPPORTIVE MEASURES IMPLEMENTED. SUPPORTIVE MEASURES SHALL BE OFFERED AS APPROPRIATE, AS REASONABLY AVAILABLE, AND WITHOUT CHARGE TO THE COMPLAINANT OR THE RESPONDENT BEFORE OR AFTER THE FILING OF A FORMAL COMPLAINT OR WHERE NO FORMAL COMPLAINT HAS BEEN FILED. SUCH MEASURES SHALL BE NONDISCIPLINARY, NONPUNITIVE, AND NOT UNREASONABLY BURDEN THE OTHER PARTY, INCLUDING MEASURES DESIGNED TO PROTECT THE SAFETY OF ALL PARTIES OR THE DISTRICT'S EDUCATIONAL ENVIRONMENT OR TO DETER SEXUAL HARASSMENT. SUPPORTIVE MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO, COUNSELING, EXTENSIONS OF DEADLINES, MODIFICATIONS OF WORK SCHEDULES, MUTUAL RESTRICTIONS ON CONTACT, CHANGES IN WORK LOCATIONS, LEAVES OF ABSENCE, INCREASED SECURITY, AND MONITORING OF CERTAIN AREAS OF THE CAMPUS. (34 CFR 106.30, 106.44)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

THE DISTRICT SHALL MAINTAIN AS CONFIDENTIAL ANY SUPPORTIVE MEASURES PROVIDED TO THE COMPLAINANT OR RESPONDENT, TO THE EXTENT THAT MAINTAINING SUCH CONFIDENTIALITY WOULD NOT IMPAIR THE DISTRICT'S ABILITY TO PROVIDE THE SUPPORTIVE MEASURES. (34 CFR 106.30)

EMERGENCY REMOVAL

IF A DISTRICT EMPLOYEE IS THE RESPONDENT, THE EMPLOYEE MAY BE PLACED ON ADMINISTRATIVE LEAVE DURING THE PENDENCY OF THE FORMAL COMPLAINT PROCESS. (34 CFR 106.44)

IF THE RESPONDENT IS A STUDENT, THE DISTRICT MAY, ON AN EMERGENCY BASIS, REMOVE THE STUDENT FROM THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY, PROVIDED THAT THE DISTRICT CONDUCTS AN INDIVIDUALIZED SAFETY AND RISK ANALYSIS, DETERMINES THAT REMOVAL IS JUSTIFIED DUE TO AN IMMEDIATE THREAT TO THE PHYSICAL HEALTH OR SAFETY OF ANY STUDENT OR OTHER INDIVIDUAL ARISING FROM THE ALLEGATIONS, AND PROVIDES THE STUDENT WITH NOTICE AND AN OPPORTUNITY TO CHALLENGE THE DECISION IMMEDIATELY FOLLOWING THE REMOVAL. THIS AUTHORITY TO REMOVE A STUDENT DOES NOT MODIFY A STUDENT'S RIGHTS UNDER THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT OR SECTION 504 OF THE REHABILITATION ACT OF 1973. (34 CFR 106.44)

DISMISSAL OF COMPLAINT

THE TITLE IX COORDINATOR SHALL DISMISS A FORMAL COMPLAINT IF THE ALLEGED CONDUCT WOULD NOT CONSTITUTE SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30 EVEN IF PROVED. THE TITLE IX COORDINATOR SHALL ALSO DISMISS ANY COMPLAINT IN WHICH THE ALLEGED CONDUCT DID NOT OCCUR IN THE DISTRICT'S EDUCATION PROGRAM OR ACTIVITY OR DID NOT OCCUR AGAINST A PERSON IN THE UNITED STATES, AND MAY DISMISS A FORMAL COMPLAINT IF THE COMPLAINANT NOTIFIES THE DISTRICT IN WRITING THAT THE COMPLAINANT WOULD LIKE TO WITHDRAW THE COMPLAINT OR ANY ALLEGATIONS IN THE COMPLAINT, THE RESPONDENT IS NO LONGER EMPLOYED BY THE DISTRICT, OR SUFFICIENT CIRCUMSTANCES PREVENT THE DISTRICT FROM GATHERING EVIDENCE SUFFICIENT TO REACH A DETERMINATION WITH REGARD TO THE COMPLAINT. (34 CFR 106.45)

UPON DISMISSAL, THE TITLE IX COORDINATOR SHALL PROMPTLY SEND WRITTEN NOTICE OF THE DISMISSAL AND THE REASONS FOR THE DISMISSAL SIMULTANEOUSLY TO THE PARTIES, AND SHALL INFORM THEM OF THEIR RIGHT TO APPEAL THE DISMISSAL OF A FORMAL COMPLAINT OR ANY ALLEGATION IN THE COMPLAINT IN ACCORDANCE WITH THE APPEAL PROCEDURES DESCRIBED IN THE SECTION "APPEALS" BELOW. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

IF A COMPLAINT IS DISMISSED, THE CONDUCT MAY STILL BE ADDRESSED PURSUANT TO AR 4030 - NONDISCRIMINATION IN EMPLOYMENT AS APPLICABLE.

INFORMAL RESOLUTION PROCESS

WHEN A FORMAL COMPLAINT OF SEXUAL HARASSMENT IS FILED, THE DISTRICT MAY OFFER AN INFORMAL RESOLUTION PROCESS, SUCH AS MEDIATION, AT ANY TIME PRIOR TO REACHING A DETERMINATION REGARDING RESPONSIBILITY. THE DISTRICT SHALL NOT REQUIRE A PARTY TO PARTICIPATE IN THE INFORMAL RESOLUTION PROCESS OR TO WAIVE THE RIGHT TO AN INVESTIGATION AND ADJUDICATION OF A FORMAL COMPLAINT. (34 CFR 106.45)

THE DISTRICT MAY FACILITATE AN INFORMAL RESOLUTION PROCESS PROVIDED THAT THE DISTRICT: (34 CFR 106.45)

1. PROVIDES THE PARTIES WITH WRITTEN NOTICE DISCLOSING THE ALLEGATIONS, THE REQUIREMENTS OF THE INFORMAL RESOLUTION PROCESS, THE RIGHT TO WITHDRAW FROM THE INFORMAL PROCESS AND RESUME THE FORMAL COMPLAINT PROCESS, AND ANY CONSEQUENCES RESULTING FROM PARTICIPATING IN THE INFORMAL RESOLUTION PROCESS, INCLUDING THAT RECORDS WILL BE MAINTAINED OR COULD BE SHARED.
2. OBTAINS THE PARTIES' VOLUNTARY, WRITTEN CONSENT TO THE INFORMAL RESOLUTION PROCESS.

WRITTEN NOTICE

IF A FORMAL COMPLAINT IS FILED, THE TITLE IX COORDINATOR SHALL PROVIDE THE KNOWN PARTIES WITH WRITTEN NOTICE OF THE FOLLOWING: (34 CFR 106.45)

1. THE DISTRICT'S COMPLAINT PROCESS, INCLUDING ANY INFORMAL RESOLUTION PROCESS.
2. THE ALLEGATIONS POTENTIALLY CONSTITUTING SEXUAL HARASSMENT WITH SUFFICIENT DETAILS KNOWN AT THE TIME, INCLUDING THE IDENTITY OF PARTIES INVOLVED IN THE INCIDENT IF KNOWN, THE CONDUCT ALLEGEDLY CONSTITUTING SEXUAL HARASSMENT, AND THE DATE AND LOCATION OF THE ALLEGED INCIDENT IF KNOWN. SUCH NOTICE SHALL BE PROVIDED WITH SUFFICIENT TIME FOR THE PARTIES TO PREPARE A RESPONSE BEFORE ANY INITIAL INTERVIEW.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

IF, DURING THE COURSE OF THE INVESTIGATION, NEW TITLE IX ALLEGATIONS ARISE ABOUT THE COMPLAINANT OR RESPONDENT THAT ARE NOT INCLUDED IN THE INITIAL NOTICE, THE TITLE IX COORDINATOR SHALL PROVIDE NOTICE OF THE ADDITIONAL ALLEGATIONS TO THE PARTIES.

3. A STATEMENT THAT THE RESPONDENT IS PRESUMED NOT RESPONSIBLE FOR THE ALLEGED CONDUCT AND THAT A DETERMINATION REGARDING RESPONSIBILITY IS MADE AT THE CONCLUSION OF THE COMPLAINT PROCESS.
4. THE OPPORTUNITY FOR THE PARTIES TO HAVE AN ADVISOR OF THEIR CHOICE WHO MAY BE, BUT IS NOT REQUIRED TO BE, AN ATTORNEY, AND THE ABILITY TO INSPECT AND REVIEW EVIDENCE.
5. THE PROHIBITION AGAINST KNOWINGLY MAKING FALSE STATEMENTS OR KNOWINGLY SUBMITTING FALSE INFORMATION DURING THE COMPLAINT PROCESS.

THE ABOVE NOTICE SHALL ALSO INCLUDE THE NAME OF THE INVESTIGATOR, FACILITATOR OF AN INFORMAL PROCESS, AND DECISION-MAKER AND SHALL INFORM THE PARTIES THAT, IF AT ANY TIME A PARTY HAS CONCERNS REGARDING CONFLICT OF INTEREST OR BIAS REGARDING ANY OF THESE PERSONS, THE PARTY SHOULD IMMEDIATELY NOTIFY THE TITLE IX COORDINATOR.

INVESTIGATION PROCEDURES

DURING THE INVESTIGATION PROCESS, THE DISTRICT'S DESIGNATED INVESTIGATOR SHALL: (34 CFR 106.45)

1. PROVIDE AN EQUAL OPPORTUNITY FOR THE PARTIES TO PRESENT WITNESSES, INCLUDING FACT AND EXPERT WITNESSES, AND OTHER INCULPATORY AND EXCULPATORY EVIDENCE.
2. NOT RESTRICT THE ABILITY OF EITHER PARTY TO DISCUSS THE ALLEGATIONS UNDER INVESTIGATION OR TO GATHER AND PRESENT RELEVANT EVIDENCE.
3. PROVIDE THE PARTIES WITH THE SAME OPPORTUNITIES TO HAVE OTHERS PRESENT DURING ANY GRIEVANCE PROCEEDING, INCLUDING THE OPPORTUNITY TO BE ACCOMPANIED TO ANY RELATED MEETING OR PROCEEDING BY THE ADVISOR OF THEIR CHOICE, WHO MAY BE, BUT IS NOT REQUIRED TO BE, AN ATTORNEY.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

4. NOT LIMIT THE CHOICE OR PRESENCE OF AN ADVISOR FOR EITHER THE COMPLAINANT OR RESPONDENT IN ANY MEETING OR GRIEVANCE PROCEEDING, ALTHOUGH THE DISTRICT MAY ESTABLISH RESTRICTIONS REGARDING THE EXTENT TO WHICH THE ADVISOR MAY PARTICIPATE IN THE PROCEEDINGS AS LONG AS THE RESTRICTIONS APPLY EQUALLY TO BOTH PARTIES.
5. PROVIDE, TO A PARTY WHOSE PARTICIPATION IS INVITED OR EXPECTED, WRITTEN NOTICE OF THE DATE, TIME, LOCATION, PARTICIPANTS, AND PURPOSE OF ALL INVESTIGATIVE INTERVIEWS OR OTHER MEETINGS, WITH SUFFICIENT TIME FOR THE PARTY TO PREPARE TO PARTICIPATE.
6. SEND IN AN ELECTRONIC FORMAT OR HARD COPY TO BOTH PARTIES AND THEIR ADVISORS, IF ANY, THE EVIDENCE OBTAINED AS PART OF THE INVESTIGATION THAT IS DIRECTLY RELATED TO THE ALLEGATIONS RAISED IN THE COMPLAINT, AND PROVIDE THE PARTIES AT LEAST 10 DAYS TO SUBMIT A WRITTEN RESPONSE FOR THE INVESTIGATOR TO CONSIDER PRIOR TO THE COMPLETION OF THE INVESTIGATIVE REPORT.
7. OBJECTIVELY EVALUATE ALL RELEVANT EVIDENCE, INCLUDING BOTH INCULPATORY AND EXCULPATORY EVIDENCE, AND DETERMINE CREDIBILITY IN A MANNER THAT IS NOT BASED ON A PERSON'S STATUS AS A COMPLAINANT, RESPONDENT, OR WITNESS.
8. CREATE AN INVESTIGATIVE REPORT THAT FAIRLY SUMMARIZES RELEVANT EVIDENCE AND, AT LEAST 10 DAYS PRIOR TO THE DETERMINATION OF RESPONSIBILITY, SEND TO THE PARTIES AND THEIR ADVISORS, IF ANY, THE INVESTIGATIVE REPORT IN AN ELECTRONIC FORMAT OR A HARD COPY, FOR THEIR REVIEW AND WRITTEN RESPONSE.

QUESTIONS AND EVIDENCE ABOUT THE COMPLAINANT'S SEXUAL PREDISPOSITION OR PRIOR SEXUAL BEHAVIOR ARE NOT RELEVANT, UNLESS SUCH QUESTIONS AND EVIDENCE ARE OFFERED TO PROVE THAT SOMEONE OTHER THAN THE RESPONDENT COMMITTED THE CONDUCT ALLEGED BY THE COMPLAINANT OR IF THE QUESTIONS AND EVIDENCE CONCERN SPECIFIC INCIDENTS OF THE COMPLAINANT'S PRIOR SEXUAL BEHAVIOR WITH RESPECT TO THE RESPONDENT AND ARE OFFERED TO PROVE CONSENT. (34 CFR 106.45)

PRIVACY RIGHTS OF ALL PARTIES TO THE COMPLAINT SHALL BE MAINTAINED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAWS.

IF THE COMPLAINT IS AGAINST AN EMPLOYEE, RIGHTS CONFERRED UNDER AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT SHALL BE APPLIED TO THE EXTENT THEY DO NOT CONFLICT WITH THE TITLE IX REQUIREMENTS.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)**WRITTEN DECISION**

THE SUPERINTENDENT SHALL DESIGNATE AN EMPLOYEE AS THE DECISION-MAKER TO DETERMINE RESPONSIBILITY FOR THE ALLEGED CONDUCT, WHO SHALL NOT BE THE TITLE IX COORDINATOR, OR A PERSON INVOLVED IN THE INVESTIGATION OF THE MATTER. (34 CFR 106.45)

AFTER THE INVESTIGATIVE REPORT HAS BEEN SENT TO THE PARTIES BUT BEFORE REACHING A DETERMINATION REGARDING RESPONSIBILITY, THE DECISION-MAKER SHALL AFFORD EACH PARTY THE OPPORTUNITY TO SUBMIT WRITTEN, RELEVANT QUESTIONS THAT THE PARTY WANTS ASKED OF ANY PARTY OR WITNESS, PROVIDE EACH PARTY WITH THE ANSWERS, AND ALLOW FOR ADDITIONAL, LIMITED FOLLOW-UP QUESTIONS FROM EACH PARTY.

THE DECISION-MAKER SHALL ISSUE, AND SIMULTANEOUSLY PROVIDE TO BOTH PARTIES, A WRITTEN DECISION AS TO WHETHER THE RESPONDENT IS RESPONSIBLE FOR THE ALLEGED CONDUCT. (34 CFR 106.45)

THE WRITTEN DECISION SHALL BE ISSUED WITHIN 60 CALENDAR DAYS OF THE RECEIPT OF THE COMPLAINT.

THE TIMELINE MAY BE TEMPORARILY EXTENDED FOR GOOD CAUSE WITH WRITTEN NOTICE TO THE COMPLAINANT AND RESPONDENT OF THE EXTENSION AND THE REASONS FOR THE ACTION. (34 CFR 106.45)

IN MAKING THIS DETERMINATION, THE DECISION-MAKER SHALL USE THE "PREPONDERANCE OF THE EVIDENCE" STANDARD FOR ALL FORMAL COMPLAINTS OF SEXUAL HARASSMENT. (34 CFR 106.45)

THE WRITTEN DECISION SHALL INCLUDE THE FOLLOWING: (34 CFR 106.45)

1. IDENTIFICATION OF THE ALLEGATIONS POTENTIALLY CONSTITUTING SEXUAL HARASSMENT AS DEFINED IN 34 CFR 106.30.
2. A DESCRIPTION OF THE PROCEDURAL STEPS TAKEN FROM RECEIPT OF THE FORMAL COMPLAINT THROUGH THE WRITTEN DECISION, INCLUDING ANY NOTIFICATIONS TO THE PARTIES, INTERVIEWS WITH PARTIES AND WITNESSES, SITE VISITS, METHODS USED TO GATHER OTHER EVIDENCE, AND HEARINGS HELD IF THE DISTRICT INCLUDES HEARINGS AS PART OF THE GRIEVANCE PROCESS.
3. FINDINGS OF FACT SUPPORTING THE DETERMINATION.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

4. CONCLUSIONS REGARDING THE APPLICATION OF THE DISTRICT'S CODE OF CONDUCT OR POLICIES TO THE FACTS.

A STATEMENT OF, AND RATIONALE FOR, THE RESULT AS TO EACH ALLEGATION, INCLUDING A DECISION REGARDING RESPONSIBILITY, ANY DISCIPLINARY SANCTIONS THE DISTRICT IMPOSES ON THE RESPONDENT, AND WHETHER REMEDIES DESIGNED TO RESTORE OR PRESERVE EQUAL ACCESS TO THE DISTRICT'S EDUCATIONAL PROGRAM OR ACTIVITY WILL BE PROVIDED BY THE DISTRICT TO THE COMPLAINANT.

5. THE DISTRICT'S PROCEDURES AND PERMISSIBLE BASES FOR THE COMPLAINANT AND RESPONDENT TO APPEAL.

APPEALS

EITHER PARTY MAY APPEAL THE DISTRICT'S DECISION OR DISMISSAL OF A FORMAL COMPLAINT OR ANY ALLEGATION IN THE COMPLAINT, IF THE PARTY BELIEVES THAT A PROCEDURAL IRREGULARITY AFFECTED THE OUTCOME, NEW EVIDENCE IS AVAILABLE THAT COULD AFFECT THE OUTCOME, OR A CONFLICT OF INTEREST OR BIAS BY THE TITLE IX COORDINATOR, INVESTIGATOR(S), OR DECISION-MAKER(S) AFFECTED THE OUTCOME. IF AN APPEAL IS FILED, THE DISTRICT SHALL: (34 CFR 106.45)

1. NOTIFY THE OTHER PARTY IN WRITING WHEN AN APPEAL IS FILED AND IMPLEMENT APPEAL PROCEDURES EQUALLY FOR BOTH PARTIES.
2. ENSURE THAT THE DECISION-MAKER(S) FOR THE APPEAL IS TRAINED IN ACCORDANCE WITH 34 CFR 106.45 AND IS NOT THE SAME DECISION-MAKER(S) WHO REACHED THE DETERMINATION REGARDING RESPONSIBILITY OR DISMISSAL, THE INVESTIGATOR(S), OR THE TITLE IX COORDINATOR.
3. GIVE BOTH PARTIES A REASONABLE, EQUAL OPPORTUNITY TO SUBMIT A WRITTEN STATEMENT IN SUPPORT OF, OR CHALLENGING, THE OUTCOME.
4. ISSUE A WRITTEN DECISION DESCRIBING THE RESULT OF THE APPEAL AND THE RATIONALE FOR THE RESULT.
5. PROVIDE THE WRITTEN DECISION SIMULTANEOUSLY TO BOTH PARTIES.

AN APPEAL MUST BE FILED IN WRITING WITHIN 10 CALENDAR DAYS OF RECEIVING THE NOTICE OF THE DECISION OR DISMISSAL, STATING THE GROUNDS FOR THE APPEAL, AND INCLUDING ANY RELEVANT DOCUMENTATION IN SUPPORT OF THE APPEAL. APPEALS SUBMITTED AFTER THIS DEADLINE ARE NOT TIMELY AND SHALL NOT BE CONSIDERED.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

A WRITTEN DECISION SHALL BE PROVIDED TO THE PARTIES WITHIN 20 CALENDAR DAYS FROM THE RECEIPT OF THE APPEAL.

EITHER PARTY HAS THE RIGHT TO FILE A COMPLAINT WITH THE U.S. DEPARTMENT OF EDUCATION'S OFFICE FOR CIVIL RIGHTS WITHIN 180 DAYS OF THE DATE OF THE MOST RECENTLY ALLEGED MISCONDUCT.

THE COMPLAINANT SHALL BE ADVISED OF ANY CIVIL LAW REMEDIES, INCLUDING, BUT NOT LIMITED TO, INJUNCTIONS, RESTRAINING ORDERS, OR OTHER REMEDIES OR ORDERS THAT MAY BE AVAILABLE UNDER STATE OR FEDERAL ANTIDISCRIMINATION LAWS, IF APPLICABLE.

REMEDIES

WHEN A DETERMINATION OF RESPONSIBILITY FOR SEXUAL HARASSMENT HAS BEEN MADE AGAINST THE RESPONDENT, THE DISTRICT SHALL PROVIDE REMEDIES TO THE COMPLAINANT. SUCH REMEDIES MAY INCLUDE THE SAME INDIVIDUALIZED SERVICES DESCRIBED ABOVE IN THE SECTION "SUPPORTIVE MEASURES," BUT NEED NOT BE NONDISCIPLINARY OR NONPUNITIVE AND NEED NOT AVOID BURDENING THE RESPONDENT. (34 CFR 106.45)

DISCIPLINARY ACTIONS

THE DISTRICT SHALL NOT IMPOSE ANY DISCIPLINARY SANCTIONS OR OTHER ACTIONS AGAINST A RESPONDENT, OTHER THAN SUPPORTIVE MEASURES AS DESCRIBED ABOVE IN THE SECTION "SUPPORTIVE MEASURES," UNTIL THE COMPLAINT PROCEDURE HAS BEEN COMPLETED AND A DETERMINATION OF RESPONSIBILITY HAS BEEN MADE. (34 CFR 106.44)

WHEN AN EMPLOYEE IS FOUND TO HAVE COMMITTED SEXUAL HARASSMENT OR RETALIATION, THE DISTRICT SHALL TAKE APPROPRIATE DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL, IN ACCORDANCE WITH APPLICABLE LAW AND COLLECTIVE BARGAINING AGREEMENT.

RECORD-KEEPING

THE SUPERINTENDENT OR DESIGNEE SHALL MAINTAIN, FOR A PERIOD OF SEVEN YEARS: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (cont.)

1. A RECORD OF ALL REPORTED CASES AND TITLE IX INVESTIGATIONS OF SEXUAL HARASSMENT, ANY DETERMINATIONS OF RESPONSIBILITY, ANY AUDIO OR AUDIOVISUAL RECORDING AND TRANSCRIPT IF APPLICABLE, ANY DISCIPLINARY SANCTIONS IMPOSED, ANY REMEDIES PROVIDED TO THE COMPLAINANT, AND ANY APPEAL OR INFORMAL RESOLUTION AND THE RESULTS THEREFROM.
2. A RECORD OF ANY ACTIONS, INCLUDING SUPPORTIVE MEASURES, TAKEN IN RESPONSE TO A REPORT OR FORMAL COMPLAINT OF SEXUAL HARASSMENT, INCLUDING THE DISTRICT'S BASIS FOR ITS CONCLUSION THAT ITS RESPONSE WAS NOT DELIBERATELY INDIFFERENT, THE MEASURES TAKEN THAT WERE DESIGNED TO RESTORE OR PRESERVE EQUAL ACCESS TO THE EDUCATION PROGRAM OR ACTIVITY, AND, IF NO SUPPORTIVE MEASURES WERE PROVIDED TO THE COMPLAINANT, THE REASONS THAT SUCH A RESPONSE WAS NOT UNREASONABLE IN LIGHT OF THE KNOWN CIRCUMSTANCES.
3. ALL MATERIALS USED TO TRAIN THE TITLE IX COORDINATOR, INVESTIGATOR(S), DECISION-MAKER(S), AND ANY PERSON WHO FACILITATES AN INFORMAL RESOLUTION PROCESS. THE DISTRICT SHALL MAKE SUCH TRAINING MATERIALS PUBLICLY AVAILABLE ON ITS WEBSITE, OR IF THE DISTRICT DOES NOT MAINTAIN A WEBSITE, AVAILABLE UPON REQUEST BY MEMBERS OF THE PUBLIC.

Chino Valley Unified School District
REGULATION APPROVED:

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

THE CODE OF FEDERAL REGULATIONS, TITLE 34, SECTION 106.8 REQUIRES THE DISTRICT TO ISSUE THE FOLLOWING NOTIFICATION TO EMPLOYEES, JOB APPLICANTS, AND EMPLOYEE ORGANIZATIONS:

THE DISTRICT DOES NOT DISCRIMINATE ON THE BASIS OF SEX IN ANY EDUCATION PROGRAM OR ACTIVITY THAT IT OPERATES. THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF SEX IS REQUIRED BY FEDERAL LAW (20 USC 1681-1688; 34 CFR PART 106) AND EXTENDS TO EMPLOYMENT. THE DISTRICT ALSO PROHIBITS RETALIATION AGAINST ANY EMPLOYEE FOR FILING A COMPLAINT OR EXERCISING ANY RIGHT GRANTED UNDER TITLE IX.

TITLE IX REQUIRES A SCHOOL DISTRICT TO TAKE IMMEDIATE AND APPROPRIATE ACTION TO ADDRESS ANY POTENTIAL TITLE IX VIOLATIONS THAT ARE BROUGHT TO ITS ATTENTION. ANY INQUIRIES ABOUT THE APPLICATION OF TITLE IX, THIS NOTICE, AND WHO IS PROTECTED BY TITLE IX MAY BE REFERRED TO THE DISTRICT'S TITLE IX COORDINATOR, TO THE ASSISTANT SECRETARY FOR CIVIL RIGHTS OF THE U.S. DEPARTMENT OF EDUCATION, OR BOTH.

THE DISTRICT HAS DESIGNATED AND AUTHORIZED THE FOLLOWING EMPLOYEE AS THE DISTRICT'S TITLE IX COORDINATOR, TO ADDRESS CONCERNS OR INQUIRIES REGARDING DISCRIMINATION ON THE BASIS OF SEX, INCLUDING SEXUAL HARASSMENT, SEXUAL ASSAULT, DATING VIOLENCE, DOMESTIC VIOLENCE, AND STALKING:

STUDENT TO STUDENT
COORDINATOR, EQUITY, DIVERSITY, & SUPPORT SYSTEMS
(909) 628-1201 EXT. 6745

EMPLOYEE RELATED
ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES
5130 RIVERSIDE DRIVE, CHINO, CA 91710
(909) 628-1201 EXT. 1110

ANY INDIVIDUAL MAY REPORT SEX DISCRIMINATION, INCLUDING SEXUAL HARASSMENT, TO THE TITLE IX COORDINATOR OR ANY OTHER SCHOOL EMPLOYEE AT ANY TIME, INCLUDING DURING NON-BUSINESS HOURS, BY MAIL, PHONE, OR EMAIL. DURING DISTRICT BUSINESS HOURS, REPORTS MAY ALSO BE MADE IN PERSON. UPON RECEIVING AN ALLEGATION OF SEXUAL HARASSMENT, THE TITLE IX COORDINATOR WILL PROMPTLY NOTIFY THE PARTIES, IN WRITING, OF THE APPLICABLE DISTRICT COMPLAINT PROCEDURE.

NOTICE OF TITLE IX SEXUAL HARASSMENT POLICY

TO VIEW AN ELECTRONIC COPY OF THE DISTRICT'S POLICIES AND ADMINISTRATIVE REGULATIONS ON SEXUAL HARASSMENT, INCLUDING THE GRIEVANCE PROCESS THAT COMPLIES WITH 34 CFR 106.45, PLEASE SEE BP/AR 4119.11/4219.11/4319.11 - SEXUAL HARASSMENT AND AR 4119.12/4219.12/4319.12 - TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES ON THE DISTRICT'S WEBSITE AT [HTTPS://WWW.CHINO.K12.CA.US/DOMAIN/693](https://www.chino.k12.ca.us/domain/693)

TO INSPECT OR OBTAIN A COPY OF THE DISTRICT'S SEXUAL HARASSMENT POLICIES AND ADMINISTRATIVE REGULATIONS, PLEASE CONTACT: STUDENT SUPPORT SERVICES AT (909) 628-1201 EXT. 6745 OR THE DIVISION OF HUMAN RESOURCES AT (909) 628-1201 EXT. 1110

MATERIALS USED TO TRAIN THE TITLE IX COORDINATOR, INVESTIGATOR(S), DECISION-MAKER(S), AND ANY PERSON WHO FACILITATES AN INFORMAL RESOLUTION PROCESS ARE ALSO PUBLICLY AVAILABLE ON THE DISTRICT'S WEBSITE OR AT THE DISTRICT OFFICE UPON REQUEST.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
EXHIBIT APPROVED: