



**CHINO VALLEY**  
UNIFIED SCHOOL DISTRICT

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

# BOARD OF EDUCATION AGENDA

**February 6, 2020**

**BOARD OF EDUCATION**

Joe Schaffer, President  
Christina Gagnier, Vice President  
Irene Hernandez-Blair, Clerk  
Andrew Cruz, Member  
James Na, Member

Audrey Ing, Student Representative

—◆—  
**SUPERINTENDENT**

**Norm Enfield, Ed.D.**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**5130 Riverside Drive, Chino, CA 91710**  
**5:00 p.m. - Closed Session • 6:00 p.m. - Regular Meeting**  
**February 6, 2020**

**AGENDA**

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

**I. OPENING BUSINESS**

**I.A. CALL TO ORDER – 5:00 P.M.**

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

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

- a. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (5 minutes)
- b. Student Discipline Matter (Education Code 35146, 48918 (c) & (j)): Expulsion case 19/20-27. (15 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (40 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

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

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

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

**I.F. CHANGES AND DELETIONS**

The proceedings of this meeting are being recorded.

**II. ACTION**

**II.A. ADMINISTRATION**

**II.A.1. Public Hearing and Approval of Admissions Preferences Stated in Allegiance STEAM Academy-Thrive Charter Renewal Petition**

Page 8

Recommend the Board of Education:

- a) Conduct a public hearing regarding ASA's five admissions preferences, and
- b) Approve the five admissions preferences stated in the charter renewal petition dated January 6, 2020.

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

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

Motion \_\_\_\_ Second \_\_\_\_

Preferential Vote: \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

**II.A.2. Public Hearing and Adoption of Resolution 2019/2020-35 Allegiance STEAM Academy-Thrive Charter Renewal Petition**

Page 11

Recommend the Board of Education:

- a) Conduct a public hearing regarding the ASA charter renewal petition to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents; and
- b) Adopt Resolution 2019/2020-35 Allegiance STEAM Academy-Thrive charter renewal petition for a term of five years beginning July 1, 2020, and expiring June 30, 2025.

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

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

Motion \_\_\_\_ Second \_\_\_\_

Preferential Vote: \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

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

**II.B.1. Resolution 2019/2020-33 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, Authorizing the Issuance and Sale of its 2020 General Obligation Refunding Bonds, in an Aggregate Amount not to Exceed \$45,000,000 and Approving Certain Other Matters Relating to Said Bonds**

Page 25

Recommend the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, adopt Resolution 2019/2020-33, Authorizing the issuance and sale of its 2020 General Obligation Refunding Bonds, in an aggregate principal amount not to exceed

Motion \_\_\_\_ Second \_\_\_\_

Preferential Vote: \_\_\_\_

Vote: Yes \_\_\_\_ No \_\_\_\_

\$45,000,000, and approving certain other matters relating to said bonds.

**II.B.2. Resolution 2019/2020-34 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, Authorizing the Issuance and Sale of its General Obligation Bonds, Election of 2016, Series 2020B, in an Aggregate Principal Amount not to Exceed \$275,000,000, and Approving Certain Other Matters Relating to Said Bonds**

Page 67

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

Recommend the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, adopt Resolution 2019/2020-34, Authorizing the issuance and sale of its General Obligation Bonds, Election of 2016, Series 2020B, in an aggregate principal amount not to exceed \$275,000,000, and approving certain other matters relating to said bonds.

**III. CONSENT**

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

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the January 16, 2020 Regular Meeting**

Page 108

Recommend the Board of Education approve the minutes of the January 16, 2020 regular meeting.

**III.A.2. Revision of Board Policy 2121 Administration—Superintendent’s Contract**

Page 119

Recommend the Board of Education approve the revision of Board Policy 2121 Administration—Superintendent’s Contract.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Page 125

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

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

Page 126

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

**III.B.3. Donations**

Page 130 Recommend the Board of Education accept the donations.

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

Page 132 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and The Tao Firm.

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

**III.C.1. Student Expulsion Case 19/20-27**

Page 133 Recommend the Board of Education approve student expulsion case 19/20-27.

**III.C.2. School-Sponsored Trips**

Page 134 Recommend the Board of Education approve/ratify the following school-sponsored trips for Canyon Hills JHS, Ayala HS, and Chino Hills HS.

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

Page 136 Recommend the Board of Education approve the approve the Career Technical Education/ Carl D. Perkins Advisory Committee as follows:  
Jennell Acker, CTE Teacher, Chino Hills HS (Hospitality & Tourism);  
Shelley Adams, Superintendent, Baldy View Regional Occupational Program;  
Alyssa Berry, CTE Teacher, Don Lugo HS (Agriculture);  
Yvette Bookout, Computer Operations Support Technician, CVUSD;  
Michael Collins, CTE Teacher, Ruben S. Ayala HS (Architectural Engineering);  
Joseph Duarte, District Administration, CVUSD;  
Scott Eckersall, Engineer, Eckersall LLC (Engineering);  
Brian Engstrom, CTE Teacher, Don Lugo HS (Engineering);  
Anthony Indolino, Sr. Light & Sign Mechanic (Energy & Utilities);  
Magdalena Joya, Parent, Registered Nurse (Health Care);  
Craig Lindemulder, CTE Teacher, Chino Hills HS (Arts, Media & Entertainment);  
Francia Padilla, CTE Student, CTSO Officer, Chino HS;  
Julian Rodriguez, District Administration, CVUSD;  
Mike Rolland, CTE Teacher, Chino Hills HS (Digital Design);  
Esibon Syiem, Teacher, Ruben S. Ayala HS;  
Kimberly Weber, Career Center Guidance Technician, Chino Hills HS; and  
Elizabeth Williams, CTE Teacher, Chino HS (Culinary).

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

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

Page 138 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

- III.D.2. Agreements for Contractor/Consultant Services**  
Page 139 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.
- III.D.3. Surplus/Obsolete Property**  
Page 141 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.
- III.D.4. Resolutions 2019/2020-31 and 2019/2020-32 for Authorization to Utilize Piggyback Contracts**  
Page 144 Recommend the Board of Education adopt Resolutions 2019/2020-31 and 2019/2020-32 for authorization to utilize piggyback contracts.
- III.D.5. Notice of Completion for CUPCCAA Projects**  
Page 150 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.
- III.D.6. Bid 19-20-26F, Emergency Preparedness Classroom Supply Kits**  
Page 152 Recommend the Board of Education award Bid 19-20-26F, Emergency Preparedness Classroom Supply Kits to Prep & Save LLC.
- III.D.7. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project**  
Page 153 Recommend the Board of Education approve the change order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.
- III.D.8. Change Order for Bid 19-20-18F, Briggs K-8 New Science Building**  
Page 159 Recommend the Board of Education approve the Change Order for Bid 19-20-18F, Briggs K-8 New Science Building.
- III.D.9. Change Order and Notice of Completion for Bid 18-19-17F, Buena Vista HS Safety and Security**  
Page 163 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-17F, Buena Vista HS Safety and Security.
- III.D.10. Change Order and Notice of Completion for Bid 19-20-06F, Alternative Education Center Playground Equipment Installation**  
Page 166 Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-06F, Alternative Education Center Playground Equipment Installation.
- III.D.11. Notice of Completion for Bid 18-19-12F, Ayala HS Safety and Security**  
Page 169 Recommend the Board of Education approve the Notice of Completion for Bid 18-19-12F, Ayala HS Safety and Security.

**III.E. HUMAN RESOURCES**

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

Page 170 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

**III.E.2. Student Teaching Agreement with Western Governors university**

Page 174 Recommend the Board of Education approve the student teaching agreement with Western Governors University.

**IV. INFORMATION**

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

**IV.A.1. San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2019/2020**

Page 180

Recommend the Board of Education receive for information the San Bernardino County Superintendent of School Williams Findings Decile 1-3 School Second Quarterly Report 2019/2020.

**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:** February 6, 2020

**TO:** Members, Board of Education

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

**SUBJECT: PUBLIC HEARING AND APPROVAL OF ADMISSIONS PREFERENCES STATED IN ALLEGIANCE STEAM ACADEMY-THRIVE CHARTER RENEWAL PETITION**

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**BACKGROUND**

On December 14, 2017, the Chino Valley Unified School District Board of Education conditionally approved the Allegiance STEAM Academy-Thrive (“ASA”) charter for a two-year term from July 1, 2018 to June 30, 2020 to serve up to 660 students in grades TK-8.

On January 6, 2020, ASA submitted its charter renewal petition to the District for a new five-year term from July 1, 2020 to June 30, 2025. By the end of the term, ASA intends to serve up to 960 students in grades TK-8.

Page 138 of ASA’s renewal petition describes five admissions preferences:

“Admission preferences in the case of a public random lottery will be given to the following students in the order below:

- a. Currently enrolled students (exempt from lottery);
- b. Siblings of currently enrolled students (exempt from lottery; the purpose of this exemption is to keep families together and is permissible if approved by the chartering authority pursuant to Education Code section 47605(e)(2)(B));
- c. Children of ASA Thrive staff (exempt from lottery; shall not exceed 10% of total enrollment);
- d. Children residing within CVUSD boundaries (2:1 weighting in lottery); and



e. If ASA Thrive is physically located in the attendance area of a District public elementary school in which at least 50% of the enrollment is eligible for free and reduced price lunch, then students currently enrolled in that school and **students who reside in that elementary school attendance area** will be given preference in accordance with Education Code Section 47605 (3:1 weighting in lottery). (Emphasis in original.)

These admissions preferences provide for siblings of current students to attend ASA Thrive so as not to split families between various schools. For employees of ASA Thrive, these preferences would provide an opportunity for their children to attend ASA Thrive, while not exceeding 10% of the total enrollment. Preferences for siblings of students currently enrolled will help ensure buy-in and pride in the educational community.”

California Education Code section 47605(e)(2)(B)(i) requires each type of admissions preference to be “approved by the chartering authority at a public hearing.”

Education Code section 47605(e)(2)(B)(ii - iv) require that:

“(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.”

Education Code section 200 states:

“It is the policy of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, equal

rights, and opportunities in the educational institutions of the state. The purpose of this chapter is to prohibit acts that are contrary to that policy and to provide remedies therefor.”

### **RECOMMENDATION**

It is recommended the Board of Education:

- a) Conduct a public hearing regarding ASA's five admissions preferences, and
- b) Approve the five admissions preferences stated in the charter renewal petition dated January 6, 2020.

### **FISCAL IMPACT**

None.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: PUBLIC HEARING AND ADOPTION OF RESOLUTION  
2019/2020-35 ALLEGIANCE STEAM ACADEMY-THRIVE  
CHARTER RENEWAL PETITION**

=====

**BACKGROUND**

On December 14, 2017, the Chino Valley Unified School District Board of Education conditionally approved the Allegiance STEAM Academy-Thrive (“ASA”) charter for a two-year term from July 1, 2018, to June 30, 2020, to serve up to 660 students in grades TK-8.

On January 6, 2020, ASA submitted its charter renewal petition to the District for a new five-year term from July 1, 2020, to June 30, 2025. By the end of the term, ASA intends to serve up to 960 students in grades TK-8.

California Education Code section 47607 establishes the procedures and timelines for charter school renewal petitions. California Education Code section 47605(b) requires the Board of Education to hold a public hearing no later than 60 days after receiving the petition to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents. Further, Education Code section 47605(b) requires that: *“Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension.”*

District staff has carefully reviewed the ASA renewal petition and found it meets the Education Code section 47607 criteria for renewal as set out in the District’s Staff Report and Resolution.

**RECOMMENDATION**

It is recommended the Board of Education:

- a) Conduct a public hearing regarding the ASA charter renewal petition to consider the level of support for the petition by teachers employed by the District, other employees of the District, and parents; and

- b) Adopt Resolution 2019/2020-35 Allegiance STEAM Academy-Thrive charter renewal petition for a term of five years beginning July 1, 2020, and expiring June 30, 2025.

**FISCAL IMPACT**

Loss of ADA and categorical funding for the number of District students who enroll in ASA.

NE:pk

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION 2019/2020-35 APPROVING  
THE ALLEGIANCE STEAM ACADEMY-THRIVE CHARTER RENEWAL PETITION**

**WHEREAS**, the Allegiance STEAM Academy-Thrive (“ASA”) charter petitioners submitted an initial charter petition to the Chino Valley Unified School District (“District” or “CVUSD”) which the CVUSD Board of Education approved with conditions on December 14, 2017, for a two year term from July 1, 2018, to June 30, 2020.

**WHEREAS**, on January 6, 2020, the ASA charter school petitioners submitted a charter renewal petition with appendices to the District. ASA’s renewal petition is for a five-year term commencing July 1, 2020, and expiring June 30, 2025, and will serve up 960 students in grades TK-8.

**WHEREAS**, pursuant to California Education Code section 47607, the CVUSD Board of Education is required to review charter renewal petitions submitted to the District and approve or deny the renewal petition.

**WHEREAS**, Education Code section 47605 requires the CVUSD Board of Education to approve or deny a charter renewal petition within 90 days of receipt of the renewal petition.

**WHEREAS**, during the regularly scheduled meeting of the CVUSD Board of Education on February 6, 2020, a Public Hearing on ASA’s renewal petition was conducted in accordance with the provisions of Education Code section 47605(b), at which time the CVUSD Board of Education considered the level of public support for the ASA renewal petition by teachers employed by the District, other employees of the District, and parents.

**WHEREAS**, ASA’s January 6, 2020 cover letter to the CVUSD Board of Education states, “*ASA Thrive has established itself as a sound educational program with first year CAASPP scores higher than the state average in ELA and Mathematics in both school-wide performance as well as for all significant subgroups.*” District staff has confirmed ASA’s academic performance levels qualify for renewal.

**WHEREAS**, all of the members of the CVUSD Board of Education have read and carefully considered the ASA renewal petition and appendices.

**WHEREAS**, in reviewing the ASA renewal petition, the CVUSD Board of Education has been cognizant of the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

**WHEREAS**, in reviewing the ASA renewal petition, District staff, working with Superintendent Dr. Norm Enfield and with District legal counsel, have reviewed and analyzed all of the information presented by the ASA renewal petition and appendices, including ASA’s multi-year forecast and budget notes.

**WHEREAS**, the District’s Staff Report finds that the ASA charter school is eligible for renewal in accordance with criteria set forth in Education Code section 47607, the renewal petition is consistent with sound educational practice, is reasonably comprehensive, and indicates the ASA charter petitioners are demonstrably likely to successfully implement the program set forth in the renewal petition pursuant to Education Code section 47605. District staff have made a recommendation to the CVUSD Board of Education in the form of the Staff Report that the January 6, 2020 ASA charter renewal petition be approved for a term of five years from July 1, 2020, through June 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the CVUSD Board of Education finds that all of the above recitals are true and correct and incorporates them herein by this reference.

**BE IT FURTHER RESOLVED** that the CVUSD Board of Education, having fully considered the January 6, 2020 ASA charter renewal petition with appendices, hereby **approves** the ASA charter renewal petition pursuant to Education Code section 47607.

Resolution 2019/2020-35 was considered, passed, and adopted by the Chino Valley Unified School District Board of Education at its regular meeting of February 6, 2020.

Approving the February 6, 2020 Allegiance Steam Academy-Thrive Charter renewal petition.

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

Norm Enfield, Ed.D., Secretary, Board of Education of the Chino Valley Unified School District of San Bernardino County, California, hereby certifies that the above foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 6th of February 2020, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this February 6, 2020.

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



5130 Riverside Drive • Chino, CA 91710 • 909.628.1201 • www.chino.k12.ca.us

BOARD OF EDUCATION: Andrew Cruz • Christina Gagnier • Irene Hernandez-Blair • James Na • Joe Schaffer • SUPERINTENDENT: Norm Enfield, Ed.D.

# **Allegiance STEAM Academy-Thrive Charter Renewal Petition**

*Submitted to the Chino Valley Unified School District Board of Education  
on January 6, 2020*

## **Staff Report**

*Presented on February 6, 2020*

## **I. BACKGROUND FACTS**

On December 14, 2017, the Chino Valley Unified School District (“District”) Board of Education conditionally approved, through Resolution No. 2017/2018-33, the Allegiance STEAM Academy-Thrive (“ASA”) charter for a two year term commencing July 1, 2018 and expiring June 30, 2020 to serve up to 660 students in grades TK-8.

On January 15, 2018, ASA’s Board of Directors approved the District’s First Amended Memorandum of Understanding (“MOU”). The First Amended MOU was intended to provide guidance to ASA on the District’s oversight policies and procedures, and to outline the District’s and ASA’s respective fiscal, administrative, and legal relationships.

On July 2, 2018, ASA’s Executive Director Dr. Sebastian Cagnetta met with the District’s Associate Superintendent of Business Services Ms. Sandra Chen to discuss ASA’s compliance with the District’s First Amended MOU as part of the District’s ongoing oversight duties under Education Code § 47604.32. During the meeting, Ms. Chen gave Dr. Cagnetta a copy of the District’s July 1, 2018 Notice of Concern setting out the District’s issues with ASA’s noncompliance with the District’s First Amended MOU.

On October 16, 2018, in further compliance with its statutory oversight duties, the District sent ASA a Notice of Concern regarding ASA’s noncompliance with the District’s First Amended MOU and identified financial concerns unaddressed in the District’s July 1 letter.

As an additional oversight effort, the District conducted its initial instructional audit on October 17, 2018, which identified corrective actions for ASA to comply with.

On October 31, 2018, the District sent ASA correspondence summarizing the District’s initial instructional audit on October 17, 2018, and identified corrective actions required from the District staff’s site visit.

ASA responded to the District’s October 16, 2018 letter on November 16, 2018.

On December 14, 2018, and January 10, 2019, District staff visited ASA to verify the corrective actions identified on October 17 and summarized in October 31 letter were completed.

On February 19, 2019, the District sent ASA its Oversight Team Audit, which summarizes findings from corrective actions identified on October 17.

On March 6, 2019, the District sent ASA correspondence amending its February 19 Oversight Team Audit letter regarding ASA’s Board Policies and Procedures.

Starting March 11, 2019, and ending March 13, 2019, the Learning Collective conducted a review of ASA’s educational program, charter management, community and parent involvement, sustainability and alignment of resources, targeted capacity building, autonomy,



and notification and admissions. This review is required for ASA as a sub-grantee charter school in the Public Charter Schools Grant Program (“PCSGP”) of the California Department of Education. The findings and identified areas for improvement are set forth in the Learning Collective’s PCSGP External Review Report contained in the March 21, 2019 ASA Board Meeting Agenda packet.

On March 18, 2019, the District sent ASA a Notice of Concern regarding ASA’s ongoing noncompliance with the District’s First Amended MOU.

On March 18, 2019, ASA responded to the District’s identified corrective action regarding ASA’s sufficiency of textbooks.

In April 2019, ASA provided responsive documents to the District’s March 18 Notice of Concern.

On May 17, 2019, the District received correspondence from ASA stating that ASA purchased additional Chromebook student computers in response to the District’s April 17, 2019 letter requesting ASA to provide sufficient textbooks and other instructional material to all ASA students.

On January 6, 2020, ASA submitted its charter renewal petition to the District for a new five-year term from July 1, 2020, to June 30, 2025. By the end of the term, ASA intends to serve up to 960 students in grades TK-8.

On January 16, 2020, ASA provided the District with its multi-year budget, cash flow, and budget notes for its charter renewal petition, and noted that ASA has posted Title IX Notifications on its website, that a Bullying Cyberbullying module is available on the website, and that ASA’s Student Smartphone Use policy and Anti-Bullying Policy will be updated after ASA’s Board of Directors meeting on February 3, 2020.

## **II. LEGAL STANDARDS FOR REVIEW OF A CHARTER RENEWAL PETITION**

California Education Code § 47607(b) provides, “Renewals . . . of charters are governed by the standards and criteria described in *Section 47605*, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted.” (Emphasis in original.)

Education Code § 47607(c)(2)(A) states:

“The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the

evaluation rubrics adopted pursuant to *Section 52064.5* for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.”

ASA does not qualify for renewal under clause (i) of subparagraph (a) of paragraph (2) of Education Code § 47607 because ASA does not have schoolwide performance levels on at least two measurements of academic performance per year in each of the two consecutive years immediately preceding the renewal decision because, due to its only two year term, ASA does not have California Assessment of Student Performance and Progress (CAASPP) assessments results for the two consecutive years immediately preceding the renewal decision. Instead, ASA only has CAASPP assessments results from the year immediately preceding the renewal decision, 2018-2019.

Education Code § 47607(c)(5) provides, “To qualify for renewal under clause (ii) of subparagraph (A) of paragraph (2) . . . the charter school shall have performance levels on at least two measurements of academic performance for at least two subgroups.”

District staff determined ASA qualifies for renewal under clause (ii) of subparagraph (A) of paragraph (2) because ASA has “performance levels on at least two measurements of academic performance for at least two subgroups.”

Measurements of academic performance means indicators included in the evaluation rubrics adopted pursuant to Education Code § 52064.5 that are based on statewide assessments in the California Assessment of Student Performance and Progress system, the English Language Proficiency Assessments for California, and the college and career readiness indicator. (Education Code § 47607(c)(3).)

The charter school must be determined to be eligible for renewal under Education Code § 47607(b), and the renewal petition must be educationally sound, reasonably comprehensive and indicate the charter petitioners are demonstrably likely to successfully implement the program set forth in the renewal petition. (Education Code §§ 47607(a) and 47605.)

When considering a petition for renewal, the District “shall consider the past performance of the school’s academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement if any.”

**III. DISTRICT STAFF REVIEW AND ASSESSMENT**

Based on a comprehensive review of the renewal petition application and the school’s record of performance, District staff has determined that the ASA charter school has met the standards and criteria for renewal. Staff findings include the following:

**A. Renewal Criteria**

District staff reviewed ASA’s performance levels schoolwide with the state of California’s performance levels for 2019. Table 1 reflects ASA’s performance levels on CAASPP assessments for English Language Arts (ELA) and Math, compared to the state of California’s performance levels.

<b>Table 1: CAASPP Data – ASA and State of California (2019)</b>				
<b>ELA Scores</b>				
	<b>Not Met</b>	<b>Nearly Met</b>	<b>Met</b>	<b>Exceeded</b>
	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>
<b>ASA Schoolwide</b>	15.33%	19.16%	32.40%	33.10%
<b>State of California</b>	22.73%	22.40%	28.64%	22.23%
<b>Math Scores</b>				
	<b>Not Met</b>	<b>Nearly Met</b>	<b>Met</b>	<b>Exceeded</b>
	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>
<b>ASA Schoolwide</b>	21.33%	24.83%	28.32%	25.52%
<b>State of California</b>	34.86%	25.41%	20.04%	19.69%

Source: CAASPP, <https://caaspp-elpac.cde.ca.gov/caaspp/CompareReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstSchoolType=A&lstCds1=36676780137547&lstCds2=00000000000000&lstNav=srch>.

For 2019, 65.5% of ASA students schoolwide met and exceeded performance standards in ELA and 53.84% of ASA students schoolwide met and exceeded performance standards in Math, compared to 50.87% students averaged statewide that met and exceeded performance levels in ELA, and 39.73% students averaged statewide that met and exceeded performance levels in Math.

ASA’s performance levels schoolwide are therefore higher than the state average for the met and exceeded performance standards on CAASPP in ELA and Math.

The District also reviewed ASA’s performance levels of numerically significant student subgroups with state averages for 2019.

Table 2 shows ASA’s performance levels of numerically significant student subgroups’ performance levels with state averages’ performance levels on CAASPP in ELA and Math.

Table 2 CAASPP Data – ASA and Statewide (2019)								
% Met/ Exceeded 2019	Students with Disability		Socio-economically Disadvantaged		English Learners		Homeless Youth	
	ELA	Math	ELA	Math	ELA	Math	ELA	Math
ASA	25.01%	15.63%	52.17%	43.48%	*	*	N/A	N/A
Statewide	16.26%	12.61%	38.97%	27.48%	12.69%	12.58%	30.62%	22.69%

Source: CAASPP, <https://caaspp-elpac.cde.ca.gov/caaspp/DashViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstSubGroup=1&lstSchoolType=A&lstGrade=13&lstCounty=00&lstDistrict=00000&lstSchool=0000000> [Note: In order to protect student privacy, an asterisk (\*) will be displayed instead of a number on test results where 10 or fewer students had tested.]

Table 3 shows ASA’s performance levels of numerically significant ethnic subgroups’ performance levels with state averages’ performance levels. For 2019 using ASA’s performances levels on CAASPP, the only numerically significant ethnic subgroups were Asian, Hispanic/Latino, and White.

Table 3 CAASPP Data – ASA and Statewide (2019)								
% Met/ Exceeded 2019	Asian		Hispanic/Latino		Black/African American		White	
	ELA	Math	ELA	Math	ELA	Math	ELA	Math
ASA	79.49%	79.49%	56.67%	39.63%	*	*	79.31%	70.69%
Statewide	76.86 %	74.37 %	40.56%	28.05%	33.02%	20.55 %	65.42%	54.23%

Source: CAASPP, <https://caaspp-elpac.cde.ca.gov/caaspp/DashViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstSubGroup=1&lstSchoolType=A&lstGrade=13&lstCounty=00&lstDistrict=00000&lstSchool=0000000> [Note: the only numerically significant ethnic subgroups In order to protect student privacy, an asterisk (\*) will be displayed instead of a number on test results where 10 or fewer students had tested.]

ASA’s performance levels of numerically significant subgroups (students with disabilities and socioeconomically disadvantaged), and ethnic subgroups (Asian, Hispanic/Latino, and White) are higher than the state average for the met and exceeded performance standards on CAASPP in ELA and Math. The District notes it is unclear whether ASA’s performance levels of English learners are higher than the state average.

Even so, ASA qualifies for renewal under clause (ii) of subparagraph (A) of paragraph (2) because ASA has “performance levels on at least two measurements of academic performance for at least two subgroups.”

The District notes ASA acknowledged “an achievement gap” in the educational performance among subgroups of students and that ASA “will close this achievement gap using proven instructional methods, such as those noted in *How Learning Best Occurs*.” (ASA renewal petition, p. 26.)

## **English Learner Reclassification Rates**

The District notes one of ASA’s measurable student outcomes in the renewal petition is to “annually increase EL reclassification rates as measured by ELPAC and the School’s reclassification criteria.” (ASA renewal petition, p. 70.)

The District reviewed the California School Dashboard ELA and Math data comparisons for ASA’s English learners. In 2019, ASA is 62.4 points above the standard for reclassified English learners in ELA, and ASA is 33.8 points above the standard for reclassified English learners in Math.

Table 4 shows results of the Summative ELPAC for ASA and statewide.

<b>Table 4: Summative ELPAC – ASA and State of California (2019)</b>				
	<b>Level 1: Minimally Developed</b>	<b>Level 2: Somewhat Developed</b>	<b>Level 3: Moderately Developed</b>	<b>Level 4: Well Developed</b>
	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>
<b>ASA Schoolwide</b>	14.29%	33.33%	42.86%	9.52%
<b>State of California</b>	15.71%	30.12%	37.77%	16.40%

Source: CAASPP, Summative ELPAC, <https://caaspp-elpac.cde.ca.gov/elpac/CompareReportSA?ps=true&lstTestYear=2019&lstTestType=SA&lstGroup=1&lstCds1=36676780137547&lstCds2=00000000000000>.

Over the term, the District expects ASA to continue to support reclassification of English learners and increase the percentage of students scoring Level 4 for Summative ELPAC.

Overall, ASA’s implementation of its educational program during its two-year term resulted in positive academic outcomes for students enrolled at ASA.

## **Reasonably Comprehensive Description of Any New Requirements of Charter Schools Enacted into Law After the Charter was Originally Granted**

A renewal petition must contain “a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted.” (Education Code § 47607(b).)

District staff found ASA’s renewal petition satisfies this requirement for renewal.

### **B. Sound Educational Program**

Education Code § 47605(c)(1) requires a renewal petition to present a sound educational program for pupils to be enrolled in the charter school.

District staff determined ASA's renewal petition sufficiency addresses and is consistent with the applicable legal and policy requirements, including identification of measurable student outcomes that address increases in student academic achievement both schoolwide and for all student subgroups served by ASA, describing the instructional program and curriculum to be implemented and addressing the needs of special student populations, including English learners, socioeconomically disadvantaged students, foster youth, homeless youth, migrant youth, gifted and talented students, students achieving above and below grade level, and students with disabilities.

Therefore, ASA's renewal petition presents a sound educational program for students to be enrolled in ASA.

### **C. Demonstrably Likely to Succeed**

Education Code § 47605(c)(2) requires charter petitioners to be demonstrably likely to successfully implement the program set out in the renewal petition.

ASA's record of positive academic performance for 2019 indicates ASA charter petitioners are demonstrably likely to successfully implement the educational program.

To the District's knowledge, there are no unresolved ASA governance issues pending.

As for operations, ASA has no reported suspensions for the 2018-2019 school year.

As for enrollment for the 2018-2019 school year, ASA's special student population consists of 10.78% students with disabilities, 4.44% English learners, 0.21% foster youth, 34.46% socioeconomically disadvantaged.

With regard to ASA's fiscal condition, ASA's projected multi-year budget submitted with the renewal petition indicates a positive fund balance every year during the five-year term.

District staff therefore finds that ASA charter petitioners are demonstrably likely to successfully implement the program set out in the renewal petition.

### **D. Affirmations**

Education Code § 47605(c)(4) requires a renewal petition to contain affirmations of each of the conditions described in subdivision (e) of Education Code § 47605.

The ASA renewal petition contains affirmations of each of the conditions described in subdivision (e) of Education Code § 47605, and other required affirmations at pages 8-11.

### **E. Reasonably Comprehensive Descriptions of All Charter Elements**

Education Code § 47605(c)(5) requires a charter renewal petition to contain reasonably comprehensive descriptions of all of the following charter elements:

1. Educational program of the charter school and the annual goals for the charter school for all pupils and for each subgroup of pupils identified in Education Code § 52052,
2. Measurable pupil outcomes identified for use by the charter school,
3. Method by which pupil progress in meeting pupil outcomes is to be measured,
4. Governance structure of the charter school,
5. Qualifications to be met by individuals to be employed by the charter school,
6. Procedures that the charter school will follow to ensure the health and safety of pupils and staff,
7. The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Education Code § 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted,
8. Admission policies and procedures, consistent with subdivision (e) of Education Code § 47605,
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority,
10. The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason,
11. The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security,
12. The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools,
13. The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school,
14. The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter,
15. The procedures to be used if the charter school closes, and
16. A declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school.

Upon thoroughly reviewing ASA's renewal petition, District staff find the renewal petition provides reasonably comprehensive descriptions of all sixteen of the required charter elements identified above.

#### **IV. DISTRICT STAFF RECOMMENDATION**

Based on a comprehensive review and assessment of ASA's renewal petition, appendices, and its record of performance, District staff determined that ASA has met the minimum requirements for renewal and therefore recommends approval of the renewal petition for a five-year term.

#### **V. OPTIONS FOR CVUSD BOARD OF EDUCATION**

If the CVUSD Board of Education **adopts** District staff's recommendation of approval of the ASA renewal petition, ASA would be authorized to continue operating as a charter school under the terms of the approved renewal petition for a five-year term beginning July 1, 2020 and expiring June 30, 2025. Authorizing ASA's charter for an additional term also requires that the District's oversight obligations will continue.

If the CVUSD Board of Education **does not adopt** District staff's recommendation of approval of the ASA renewal petition, and instead takes specific action to **deny** the renewal petition, ASA would not be authorized to continue operating as a charter school under the terms of the renewal petition. ASA's current charter expires on June 30, 2020. ASA petitioners may appeal a denial by the CVUSD Board of Education to the San Bernardino County Board of Education or the California State Board of Education. If the appeal is approved, ASA would be authorized to continue operating under a new authorizer.



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTION 2019/2020-33 OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS 2020 GENERAL OBLIGATION REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

=====

**BACKGROUND**

The District has an opportunity to lower the interest costs and reduce the annual debt service on a portion of its outstanding Measure M, General Obligation Bonds, 2002 Election, 2002 Series A, 2003 Series B, and 2005 Series C, which would result in gross savings in today's market of approximately \$2.1 million to the District's taxpayers.

Stifel, Nicolaus & Company, Incorporated, the Underwriter, and Norton Rose Fulbright US LLP, Bond Counsel, have prepared the necessary legal documentation to proceed with the refunding process. The following documents, each of which is a necessary part of the proposed refunding of the District's Measure M, General Obligation Bonds, 2002 Election, 2002 Series A, 2003 Series B and 2005 Series C, are on file with the Clerk of the Board.

- Escrow Agreement
- Purchase Contract
- Preliminary Official Statement, including the Continuing Disclosure Undertaking

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

## **RECOMMENDATION**

It is recommended the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California adopt Resolution 2019/2020-33, Authorizing the issuance and sale of its 2020 General Obligation Refunding Bonds, in an aggregate principal amount not to exceed \$45,000,000, and approving certain other matters relating to said bonds.

## **FISCAL IMPACT**

\$2.1 million estimated savings to taxpayers in 2019-2031.

NE:GJS:pw

**Resolution No. 2019/2020-33**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF ITS 2020 GENERAL OBLIGATION REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

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**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF ITS 2020 GENERAL OBLIGATION REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

---

**WHEREAS**, a duly called election was held in the Chino Valley Unified School District, a unified school district duly organized and existing under the laws of the State of California (the “**District**”), County of San Bernardino (the “**County**”), State of California, on March 5, 2002 (the “**Election**”), and thereafter canvassed pursuant to law; and

**WHEREAS**, at the Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum aggregate principal amount of \$150,000,000 to finance the projects described in the proposition (“**Measure M**”) payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “**Authorization**”); and

**WHEREAS**, as authorized at the Election, the Board of Education of the District (the “**Governing Board**”) has previously approved the issuance, among other series, of (i) \$40,000,000 aggregate initial principal amount of the District’s General Obligation Bonds, 2002 Election, Series A (the “**2002A Bonds**”), (ii) \$35,000,000 aggregate initial principal amount of the District’s General Obligation Bonds, 2002 Election, Series B (the “**2003B Bonds**”) and (iii) \$25,000,000 aggregate initial principal amount of the District’s General Obligation Bonds, 2002 Election, 2005 Series C (the “**2005C Bonds**”); and

**WHEREAS**, in 2011, to effect the advance refunding of a portion of the 2002A Bonds, the Governing Board approved the issuance of \$33,510,000 aggregate initial principal amount of the District’s General Obligation Refunding Bonds, 2002 Election, 2011 Series A (the “**2011A Prior Bonds**”), of which \$14,410,000 of initial principal amount is presently outstanding and subject to refunding; and

**WHEREAS**, in 2012, to effect the advance refunding of a portion of the 2003B Bonds, the Governing Board approved the issuance of \$27,130,000 aggregate initial principal amount of the District’s General Obligation Refunding Bonds, 2002 Election, 2012 Series A (the “**2012A Prior Bonds**”), of which \$14,015,000 of initial principal amount is presently outstanding and subject to refunding; and

**WHEREAS**, in 2014, to effect the advance refunding of a portion of the 2005C Bonds, the Governing Board approved the issuance of \$22,425,000 aggregate initial principal amount of the District’s 2014 General Obligation Refunding Bonds (the “**2014 Prior Bonds**” and, together with the 2011A Prior Bonds and the 2012A Prior Bonds, the “**Prior Bonds**”), of which \$19,200,000 of initial principal amount is presently outstanding and subject to refunding; and

**WHEREAS**, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Government Code”) (commencing with Sections 53550 and 53580, respectively), the District is authorized to issue, or cause to be issued, general obligation bonds to refund all or a portion of the Prior Bonds (once refunded, the “**Refunded Bonds**”); and

**WHEREAS**, the Governing Board has now determined that conditions in the financial markets have become favorable for the refunding of the Refunded Bonds by issuing its 2020 General Obligation Refunding Bonds, in one or more series or tranches on a federally taxable or tax-exempt and/or forward delivery basis (the “**Bonds**”), resulting in substantial savings to the taxpayers of the District; and

**WHEREAS**, pursuant to Section 53558(a) of the Government Code, the District is authorized to deposit certain proceeds of the sale of the Bonds in escrow in an amount sufficient to pay the principal of and interest and redemption premiums, if any, on the Refunded Bonds as they become due or at designated dates prior to maturity, and to use certain proceeds of the Bonds to pay the costs of issuance of the Bonds; and

**WHEREAS**, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated sale to Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the “**Underwriter**”) pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “**Clerk**”); and

**WHEREAS**, a form of escrow agreement (the “**Escrow Agreement**”), by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “**Escrow Agent**”), directing the establishment of an escrow fund for deposit of certain proceeds of sale of the Bonds for the purpose of paying and redeeming the Refunded Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, this Governing Board desires that the County should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds (with certain property subject to limitations), and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller /Treasurer-Tax Collector of the County (the “**Auditor-Controller**” or “**Treasurer**” as applicable) and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

**WHEREAS**, this Governing Board recognizes that California Senate Bill No. 222 (Chapter 78, Statutes of 2015) (“**SB 222**”) as codified in Section 15251 of the California Education

Code (“Education Code”) and commencing with Section 53515 of the Government Code, provides that general obligation bonds of the District shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of taxes levied to pay the bonds, when collected by the County, to secure repayment of bonds, effective January 1, 2016; and

**WHEREAS**, the pledge of tax revenues and grant of a lien thereon and security interest therein included in this Resolution to secure payment of the G.O. Bonds (as defined herein) is intended to be a consensual security agreement with the registered owners of the G.O. Bonds separate and apart from, and in addition to, any statutory lien on such revenues to which they are entitled; and

**WHEREAS**, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of the Bonds, is within all limits prescribed by law;

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Education of the Chino Valley Unified School District as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean legal investments authorized by Section 53601 of the Government Code.

“Authorized Officer” and “Authorized Officers” has the meaning provided in Section 6 herein.

“Authorizing Law” shall mean Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with Sections 53550 and 53580, respectively) of the Government Code.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Norton Rose Fulbright US LLP.

“Bond Register” shall mean the books referred to in Section 15 of this Resolution.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Common Issue Bonds” means the Bonds and any other tax-exempt obligations sold within 15 days of the Bonds that are part of the same issue pursuant to section 1.150-1(c) of the Regulations.



“Contract of Purchase” shall mean the Purchase Contract by and between the District and the Underwriter relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriters’ fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure Counsel; the fees and expenses of the Paying Agent, Escrow Agent and Verification Agent; the fees and expenses of the Financial Advisor; fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform any operational and disbursement functions hereunder.

“Date of Delivery” shall mean the date on which the Underwriter purchase the Bonds.

“Debt Service” shall have the meaning given to that term in Section 17 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 17 of this Resolution.

“Defeasance Securities” shall mean lawful money or noncallable direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of Bond Counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“Disclosure Counsel” shall mean Norton Rose Fulbright US LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Escrow Fund” shall mean the fund by that name established under the Escrow Agreement, into which the net proceeds of sale of the Bonds (or bonds otherwise designated) shall be deposited in order to effect the refunding of the Refunded Bonds.

“Federal Securities” shall mean direct obligations of the United States Treasury or obligations which are unconditionally guaranteed by the United States or which are issued or guaranteed by the Export-Import Bank of the United States, the Farmers Home Administration, the General Services Administration, the Small Business Administration, the Government National Mortgage Association, the United States Department of Housing and Urban Affairs and the Federal Housing Administration (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States), provided the principal of and interest on such obligations are backed by the full faith and credit of the United States of America.

“Financial Advisor” shall mean Keygent LLC, as Financial Advisor to the District.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the District.

“G.O. Bonds” shall mean all general obligation bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including Measure G and Measure M.

“Information Services” shall mean EMMA and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a certificate of the District delivered to the Paying Agent.

“Interest Payment Date” shall mean February 1 and August 1 in each year, commencing on August 1, 2020, or as otherwise specified in the Contract of Purchase.

“Measure G” shall mean the general obligation bond proposition approved by more than 55% of District voters on November 8, 2016 authorizing the issuance of up to an aggregate principal amount of \$750,000,000 in general obligation bonds to finance the projects described in the proposition, payable from *ad valorem* property taxes.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Official Statement” shall mean the final official statement of the District describing the Bonds.

“Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 13 hereof; and
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 41 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 30 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 18 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Rebate Fund” shall mean the Rebate Fund established pursuant to Section 19 of this Resolution.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean S&P Global Ratings, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other

addresses and/or such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

“Superintendent” shall mean the Superintendent of the District.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 38 or Section 39 hereof.

“Taxable Bonds” means those Bonds, which by their terms, bear interest that is not excluded from gross income for purposes of Federal income taxation.

“Tax-Exempt Bonds” means any Bonds designated by an Authorized Officer of the District to be Tax-Exempt Bonds, which by the terms of such Bonds, bear interest that is excluded from gross income for purposes of Federal income taxation.

“Tax Certificate” means the Tax Certificate delivered by the District on the Date of Delivery.

“Term Bond” shall mean any Bond which, by its terms, has a single maturity but is subject to mandatory sinking fund redemption prior to the date of such maturity.

“Verification Agent” shall mean Robert Thomas CPA, LLC, or such other certified public accountants selected by the Authorized Officer of the District, in their capacity as verification agent for the sufficiency of amounts on deposit in the Escrow Fund for the payment and redemption of the Refunded Bonds.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Consensual Agreement. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a consensual agreement among the District and the Owners from time to time of the Bonds; and the pledge made and lien and security interest granted in this Resolution shall be for the equal benefit, protection and security of the registered owners of any and all of the G.O. Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the G.O. Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers, in consultation with Bond Counsel, the Financial Advisor and the other officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount thereof; *provided, however*, that such aggregate principal amount of the Bonds shall not exceed \$45,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to determine the specific maturities and amounts of the Prior Bonds or portions thereof to be refunded based upon market conditions existing at the time of the pricing of the Bonds. In addition, the Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.45% (not including original issue discount) of the principal amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law.

(c) The form of the Escrow Agreement is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver the Escrow Agreement in substantially the form on file with the District and considered at this meeting, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by the execution and delivery of the Escrow Agreement by such Authorized Officer. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to make changes to the Escrow Agreement to achieve the purposes for which the Bonds are being executed and delivered.

(d) The form of the Continuing Disclosure Undertaking is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default as

to the Bonds and shall not be deemed to create any monetary liability on the part of the District to any other persons, including Owners of the Bonds.

(e) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution by the Underwriter of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement, and any amendments or supplements thereto, shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(f) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The officers of the District, including but not limited to the Superintendent, the Associate Superintendent of Business Services, the Assistant Superintendent of Facilities, Planning and Operations of the District, and their authorized designees or representatives (each, an "**Authorized Officer**" and together, the "**Authorized Officers**") are, and each of them acting alone is, hereby authorized to execute any and all certifications and documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds, together with other available funds, shall be applied to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds as they become due or at their redemption dates and to pay Costs of Issuance.

SECTION 8. Designation and Form; Payment.

(a) An issue of Bonds in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized. Such Bonds shall be general obligations of the District, payable as to Principal of and premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the “Chino Valley Unified School District 2020 General Obligation Refunding Bonds” with such insertions as shall be appropriate to describe the series, forward delivery, federally taxable or tax-exempt status, and/or tranches. The aggregate principal amount of the Bonds shall not exceed \$45,000,000. The Bonds may be issued as serial bonds or term bonds and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution. The Authorized Officers are, and each of them acting alone is, hereby authorized, upon consultation with the Financial Advisor, the Underwriter and Bond Counsel, to determine whether the interest on the Bonds, or on any series of Bonds, shall be subject to federal income taxes or exempt from federal income taxes.

(b) The form of the Bonds shall be substantially in conformity with the standard form of registered unified school district general obligation bonds, a copy of which is attached hereto as Exhibit A hereto and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) The Principal of and premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal of the Bonds and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof and shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Contract of Purchase. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof appearing on the Bond Register as of the close of business on the Record Date. Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; *provided, however*, that if at the time of registration of any Bond, interest thereon is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by wire transfer to the Owner thereof appearing on the Bond Register on the Record Date, to the account specified by such Owner in a written request delivered

to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however,* that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Federal Tax Covenants. This Section 10 shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Common Issue Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Common Issue Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Common Issue Bonds are invested and which is not acquired to carry out the governmental purposes of the Common Issue Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Yield*” of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) of the Common Issue Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Common Issue Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect



the exemption from federal income tax of the interest on any Common Issue Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last stated maturity of Common Issue Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Common Issue Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds) in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Common Issue Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Common Issue Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final stated maturity of the Common Issue Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, exceeds the Yield of the Common Issue Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take

any action which would cause the Common Issue Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Common Issue Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Common Issue Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Common Issue Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Common Issue Bonds by the initial purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Rebate Fund, its general fund, or other appropriate fund, the amount that when added to the future value of previous rebate payments made for the Common Issue Bonds equals (A) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (B) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the stated maturity or final payment of the Common Issue Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Common Issue Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the Superintendent, Associate Superintendent of Business Services, and the Assistant Superintendent of Facilities, Planning and Operations either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Common Issue Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds.

(i) At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(ii) Not more than 50% of the original bonds refunded by the proceeds of the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

SECTION 11. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity of the Bonds.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 27 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount

with respect to Principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District is hereby authorized to execute and deliver or shall have executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District and its Authorized Officers are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall cause the issuance of certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global Bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered global Bond for each of the maturities of the Bonds, registered in the name of such successor or substitute

securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal Amount of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

#### SECTION 12. Execution of the Bonds.

(a) The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 13. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor, series and maturity in the same Principal Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of Principal of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon such Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of

the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like series, tenor and maturity of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 14. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 15. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep a separate Bond Register.

SECTION 16. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds

shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption price with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District (the “**General Fund**”); *provided, however*, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds.

SECTION 17. Application of Proceeds.

(a) A portion of the net proceeds of sale of the Bonds shall be transferred to the Escrow Agent for deposit into the Escrow Fund in an amount necessary to purchase the Defeasance Securities needed to defease, pay and redeem the Refunded Bonds.

(b) Accrued interest, if any, and except as shall otherwise be directed by the District in accordance with applicable law, any original issue premium received by the District from the sale of the Bonds, shall be kept separate and apart in separate funds hereby created and established within the interest and sinking fund of the District to be designated as the “Chino Valley Unified School District 2020 General Obligation Refunding Bonds Debt Service Fund” (collectively with the interest and sinking fund of the District, the “**Debt Service Fund**”). Amounts in the Debt Service Fund may be used only for payment of principal of, premium, if any, and interest on the G.O. Bonds; *provided, however*, that original sales proceeds of the Tax-Exempt Bonds (and money from the investment thereof) shall only be used to pay debt service on the Tax-Exempt Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the G.O. Bonds; *provided, however*, that proceeds of the Tax-Exempt Bonds transferred to a Debt Service Fund pursuant to this section shall only be used to pay debt service on the Tax-Exempt Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Tax Certificate and Section 10 of this Resolution. Proceeds of the G.O. Bonds (and earnings from the investment thereof) deposited to the Debt Service Fund and available to pay Debt Service, and earnings from the investment of monies held in the Debt Service Fund, shall be used for the payment of the Principal of and interest on the Bonds before any other Pledged Moneys.

(c) All Pledged Taxes (defined below) shall be deposited upon collection by the County into the Debt Service Fund for the G.O. Bonds and used for the payment of the principal of, premium, if any, and interest on the G.O. Bonds.

(d) On or before the Business Day immediately preceding each Interest Payment Date, the District shall transfer, or cause to be transferred, from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(e) The District shall cause moneys to be transferred to the Rebate Fund to the extent needed to comply with the Tax Certificate and Section 10 of this Resolution. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the General Fund of the District, subject to any conditions set forth in the Tax Certificate and Section 10 of this Resolution.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 20 below.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of the Tax Certificate and Section 10(h) of this Resolution, earnings from the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Principal of and interest on the Bonds when due.

SECTION 18. Payment of and Security for the Bonds.

(a) There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the principal of, premium, if any, and interest on the Bonds as it becomes due and payable, which taxes (the “**Pledged Taxes**”), when collected by the County, shall be placed in the Debt Service Fund of the District.

(b) The District hereby irrevocably pledges and grants a security interest in and lien on all of the Pledged Taxes, all revenues from the *ad valorem* property taxes collected from the levy by the County Board of Supervisors for the payment of the G.O. Bonds, all penalties and interest at any time collected with respect to the Pledged Taxes, and all proceeds derived from any of the foregoing, including all monies, securities or other funds held in or required hereby to be deposited into the Debt Service Fund from time to time (collectively, the “**Pledged Moneys**”), to the payment of the principal of and interest on the G.O. Bonds. This pledge and grant of a security interest and lien shall be valid and binding from the date hereof for the benefit of the registered owners of the G.O. Bonds and successors thereto. The Pledged Moneys shall immediately be subject to the pledge, security interest and lien created hereby, which shall immediately attach to the Pledged Moneys as the District acquires any interest therein, and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge, security interest or lien, and without the need of any physical delivery, recordation, filing, or further act. The *ad valorem* property tax levy may include an allowance for a reasonably required reserve in accordance with the Tax Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the G.O. Bonds due in such year. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section, Section 15140 *et seq.* of the Education Code and Sections 53506 *et seq.* and 53559 of the Government Code. “G.O. Bonds” for purpose of this pledge contained herein means all general obligation bonds of the District heretofore or hereafter issues pursuant to voter approved measures of the District, including Measure G and Measure M, as all such general obligation bonds are required by State law to be paid from the Debt Service Fund.



(c) This pledge and grant of a consensual lien and security interest is an agreement between the District and the registered owners of the G.O. Bonds to provide security for the G.O. Bonds in addition to any statutory lien that may exist, and the G.O. Bonds and each of the other bonds secured by such pledge and grant of a lien and security interest are, will be, or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

SECTION 19. Establishment and Application of Rebate Fund. There is hereby established in trust a special fund designated “Chino Valley Unified School District 2020 General Obligation Refunding Bonds Rebate Fund” (the “**Rebate Fund**”) which shall be held by the Treasurer for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Rebate Fund in accordance with the provisions of the Tax Certificate and Section 10(h) of this Resolution. Amounts on deposit in the Rebate Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate and Section 10 of this Resolution.

SECTION 20. Payment of Costs of Issuance. Premium or proceeds of the sale of the Bonds desired to pay certain all or a portion of certain costs of issuing the Bonds may be deposited in the fund of the District known as the “Chino Valley Unified School District 2020 General Obligation Refunding Bonds Costs of Issuance Fund” (the “**Costs of Issuance Fund**”), and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds; provided, however, that proceeds of the Tax-Exempt Bonds deposited to the Cost of Issuance Fund shall not be used to pay Costs of Issuance of the Taxable Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent. Any amounts remaining in the Costs of Issuance Fund following the earlier of the day which is 180 days following the Date of Delivery or the day on which the Paying Agent pays the final invoice for Costs of Issuance, as directed by the District, shall be transferred by the Paying Agent to the Debt Service Fund and to be used to pay the Principal of, and premium, if any, and interest on the Bonds; provided, however, that proceeds of the Tax-Exempt Bonds transferred to a Debt Service Fund shall only be used to pay debt service on the Tax-Exempt Bonds. Underwriter’s discount and other Costs of Issuance may be retained from original issue premium obtained upon sale, pursuant to the terms of the Contract of Purchase. Costs authorized to be paid from the proceeds of the Bonds are all of the authorized costs of issuance set forth in Government Code Sections 53550(e), 53550(f) and 53587.

SECTION 21. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the District to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District in order to refinance outstanding debt or finance and fund its public education facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for the favorable sale of the Bonds to such market and resulting in lower tax levies against the taxpayers of the District.

SECTION 22. Engagement of Consultants; Good Faith Estimates.

(a) In accordance with Section 15146(b)(1)(C) of the Education Code, Keygent LLC, has been selected as the Financial Advisor to the District, Norton Rose Fulbright US LLP has been selected as the District's Bond Counsel and Disclosure Counsel and Stifel, Nicolaus & Company, Incorporated has been selected to act as the Underwriter with respect to the authorization, sale and issuance of the Bonds.

(b) Based on a good faith estimate received by the District from the Underwriter, the District finds that (i) the true interest cost of the Bonds (as defined in the Government Code of the State of California (the "Government Code") Section 5852.1(a)(1)(A)) is expected to be approximately 2.75%, (ii) the total finance charge of the Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$290,000, which includes estimated underwriter's discount, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the total finance charge of the Bonds, is \$44,710,000 and (iv) the District expects that the total payment amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Bonds, will be \$50,540,000. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

(c) If it appears in the best interests of the District to acquire credit enhancement to secure the payment of all or a portion of the principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency(ies) from Bond Counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for a lower cost of funds to the District, then an Authorized Officer may so provide in the Contract of Purchase.

SECTION 23. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the County Office of Education, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 24. Request for Necessary County Actions.

(a) The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of an *ad valorem* property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Governing Board is hereby authorized and directed to deliver certified copies of this Resolution to the Registrar-Recorder/County Clerk of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Governing Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said *ad valorem* property tax, upon such documentation of said costs as the District shall reasonably request.

(b) The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the defeasance or redemption of the Refunded Bonds from proceeds of the Bonds,

to discontinue the levy of property taxes on all taxable property of the District for the payment of the Refunded Bonds, pursuant to Section 53561 of the Government Code.

SECTION 25. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 26. Selection of Bonds for Redemption.

(a) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given as provided herein, shall select Bonds for redemption in the manner directed by the District.

(b) With respect to any Bonds, the Paying Agent shall select such Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(c) In the event that a Term Bond is optionally redeemed, the Principal amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the District in the aggregate amount equal to the amount so redeemed.

SECTION 27. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the District, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (ii) that from and after such date, interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register and to the MSRB.

(b) In the event that the Bonds shall no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given

by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories and the MSRB.

(c) Such redemption notice shall be given to such other persons as may be required by the Continuing Disclosure Undertaking.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Paying Agent (who shall provide notice to the Owners of affected Bonds and the Information Services) in the event such conditions are not met and are not expected to be met and/or such funds are not received or are not expected to be received. A Redemption Notice may be rescinded by written notice given to the Paying Agent by the District and the Paying Agent shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given, but in no event later than the date set for redemption.

SECTION 28. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 29. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or deposited with a duly appointed escrow agent, in trust, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered

to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 30. Paying Agent; Appointment and Acceptance of Duties.

(a) The Treasurer of the County is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent, and may act through its designated agent, The Bank of New York Mellon Trust Company, N.A. (collectively, the “**Paying Agent**”). All fees and expenses incurred for services of the Paying Agent shall be the responsibility of the District and may be paid from the annual *ad valorem* property tax levy supporting the Bonds. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

SECTION 31. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 32. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 33. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County’s annual levy of *ad valorem* property taxes.

SECTION 34. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 35. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation, a new Paying Agent shall be appointed by the District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its

duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 36. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Tax Certificate and Section 10 of this Resolution. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 37. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 38. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything

herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 39. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge, lien or security interest under, and the subjection to any lien, security interest or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, *provided* such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 40. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 41. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bonds, and when the same become due and payable;

(b) by depositing with the Paying Agent or with a duly appointed escrow agent, in an irrevocable trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment,

is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 35 selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 33 hereof, and the covenants set forth in Section 10 hereof.

#### SECTION 42. Approval of Actions; Miscellaneous.

(a) The Authorized Officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal or redemption price, if any, of and interest on the Bonds shall not constitute a debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal or redemption price, if any, of and interest on any Bond be payable out of any funds or property of the County.

(d) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 43. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any



provision of this Resolution and any provision of the Tax Certificate, the Tax Certificate prevails to the extent of the inconsistency or conflict.

SECTION 44. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank.]

PASSED AND ADOPTED this \_\_\_\_ day of February 2020, by the Board of Education of Chino Valley Unified School District, at Chino, California, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Clerk, Board of Education

**EXHIBIT A**

**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
(SAN BERNARDINO COUNTY, CALIFORNIA)  
2020 GENERAL OBLIGATION REFUNDING BONDS  
[SERIES A] [SERIES B]  
[FORWARD DELIVERY] [FEDERALLY TAXABLE]**

\$ \_\_\_\_\_

No. \_\_\_\_\_

Interest Rate

Maturity Date

Dated Date

CUSIP

\_\_\_\_%

August 1, 20\_\_

Date of Delivery

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

The Chino Valley Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California, located within the County of San Bernardino (the "County"), State of California (the "State"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on [August 1, 2020], and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month next preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on [July 15, 2020], in which event it shall bear

interest from its date; *provided, however*, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A., as agent of the Treasurer and Tax Collector of the County, as initial paying agent (the “Paying Agent”), in Los Angeles, California. The interest hereon is payable by wire transfer to the account specified by the Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of \$\_\_\_\_\_ principal amount of Bonds. This Bond is issued by the District under and in accordance with the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with Sections 53550 and 53580, respectively) of the Government Code of the State of California, and pursuant to a resolution adopted by the Board of Education of the District on February \_\_, 2020 (the “Resolution”). Reference is hereby made to the Resolution, a copy of which is on file at the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution.

The Bonds are being issued for the purpose of effecting an advance refunding of certain outstanding general obligation bonds of the District issued pursuant to an authorization obtained from the qualified electors of the District on March 5, 2002, for the issuance of \$150,000,000 aggregate principal amount of general obligation bonds and to pay costs of issuance with regard to the Bonds.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20\_\_ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20\_\_ may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 20\_\_ or on any date

thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20\_\_, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

<u>Mandatory Sinking Fund Payment Date</u>	<u>Mandatory Sinking Fund Payment</u>
August 1, 20__	\$
August 1, 20__	
August 1, 20__	
August 1, 20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the

monetary medium in which the principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, *provided* such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

IN WITNESS WHEREOF, the Chino Valley Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and countersigned by the manual or facsimile signature of the Clerk to the Board of Education of the District as of the date stated above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
[Form Document]  
President of the Board of Education

Countersigned:

By: \_\_\_\_\_  
[Form Document]  
Clerk to the Board of Education

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Chino Valley Unified School District.

DATED: \_\_\_\_\_, 2020

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Paying Agent

By: \_\_\_\_\_ [Form Document] \_\_\_\_\_  
Authorized Officer



FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address for Payment of Interest: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

\_\_\_\_\_

Dated: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature \_\_\_\_\_  
guaranteed

[Bank, Trust Company or Firm]

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

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**

**FORM OF 15C2-12 CERTIFICATE**

With respect to the proposed sale of its 2020 General Obligation Refunding Bonds, in an aggregate principal amount of not to exceed \$45,000,000, the Chino Valley Unified School District (the “**District**”) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_, 2020

By:           [Form Document]          

\_\_\_\_\_  
Authorized Officer

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTION 2019/2020-34 OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2020B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$275,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

=====  
**BACKGROUND**

On November 8, 2016, the issuance of general obligation bonds not to exceed \$750,000,000 was authorized at an election held in the Chino Valley Unified School District, the proceeds of which are to be used for the construction, improvement, equipping and furnishing of various capital facilities of the District.

Adoption of Resolution 2019/2020-34 will approve the second issuance and sale of bonds not to exceed the aggregate principal amount of \$275,000,000. The closing and delivery of funds is anticipated on or about April 30, 2020.

Stifel, Nicolaus & Company, Incorporated, the Underwriter and Norton Rose Fulbright US LLP, Bond Counsel, have prepared the necessary legal documentation to proceed with the bond issuance process. The following documents, each of which are a necessary part of the District's Measure G, General Obligation Bonds, Election of 2016, Series 2020B, are on file with the Clerk of the Board.

- Preliminary Official Statement, including the Continuing Disclosure Undertaking
- Purchase Contract

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

## **RECOMMENDATION**

It is recommended the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California adopt Resolution 2019/2020-34, Authorizing the issuance and sale of its General Obligation Bonds, Election of 2016, Series 2020B, in an aggregate principal amount not to exceed \$275,000,000, and approving certain other matters relating to said bonds.

## **FISCAL IMPACT**

None.

NE:GJS:pw

**Resolution No. 2019/2020-34**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2020B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$275,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

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**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2020B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$275,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

---

**WHEREAS**, a duly called election was held in the Chino Valley Unified School District, a unified school district duly organized and existing under the laws of the State of California (the “**District**”), County of San Bernardino (the “**County**”), State of California, on November 8, 2016 (the “**Election**”), and thereafter canvassed pursuant to law; and

**WHEREAS**, at the Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$750,000,000 to finance the projects described in the proposition (“**Measure G**”) payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “**Authorization**”); and

**WHEREAS**, the Board of Education of the District (the “**Governing Board**”) has now determined that the District has a requirement for the construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the Authorization (the “**Project**”) and desires to issue its General Obligation Bonds, Election of 2016, Series 2020B in an aggregate principal amount not to exceed \$275,000,000 (the “**Bonds**”), in one or more series or tranches on a federally taxable or tax-exempt basis; and

**WHEREAS**, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated sale to Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the “**Underwriter**”) pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “**Clerk**”); and

**WHEREAS**, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, this Governing Board desires that the County should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds (with certain property subject to limitations), and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller/Treasurer-Tax Collector of the County (the “**Auditor-Controller**” or “**Treasurer**” as applicable) and other



officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

**WHEREAS**, this Governing Board recognizes that California Senate Bill No. 222 (Chapter 78, Statutes of 2015) (“**SB 222**”) as codified in Section 15251 of the California Education Code (the “Education Code”) and commencing with Section 53515 of the California Government Code, provides that general obligation bonds of the District shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of taxes levied to pay the bonds, when collected by the County, to secure repayment of bonds, effective January 1, 2016; and

**WHEREAS**, the pledge of tax revenues and grant of a lien thereon and security interest therein included in this Resolution to secure payment of the G.O. Bonds (as defined herein) is intended to be a consensual security agreement with the registered owners of the G.O. Bonds separate and apart from, and in addition to, any statutory lien on such revenues to which they are entitled; and

**WHEREAS**, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of the Bonds, is within all limits prescribed by law;

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Education of the Chino Valley Unified School District as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean legal investments authorized by Section 53601 of the Government Code.

“Authorized Officer” and “Authorized Officers” has the meaning provided in Section 6 herein.

“Authorizing Law” shall mean, collectively, (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, as amended; (ii) applicable provisions of the Education Code of the State, as amended; and (iii) Article XIII A of the California Constitution.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Norton Rose Fulbright US LLP or any other firm that is a nationally recognized bond counsel firm.

“Bond Register” shall mean the books referred to in Section 16 of this Resolution.

“Building Fund” shall mean the Chino Valley Unified School District Series 2020B Building Fund funded with the proceeds of the Bonds, and any subaccounts established therein, established at the direction of the District and administered by the Treasurer.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Common Issue Bonds” means the Tax-Exempt Bonds and any other tax-exempt obligations sold within 15 days of the Tax-Exempt Bonds that are part of the same issue as the Tax-Exempt Bonds pursuant to section 1.150-1(c) of the Regulations.

“Contract of Purchase” shall mean the Purchase Contract by and between the District and the Underwriter relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriter’s fees; rating agency fees and related costs; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure Counsel; the fees and expenses of the Paying Agent; the fees and expenses of the Financial Advisor; fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District. If it appears in the best interests of the District to acquire credit enhancement to secure the payment of all or a portion of the principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency(ies) from Bond Counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for a lower cost of funds to the District, then an Authorized Officer may so provide in the Contract of Purchase.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform any operational and disbursement functions hereunder.

“Date of Delivery” shall mean the date on which the Underwriter purchase the Bonds.

“Debt Service” shall have the meaning given to that term in Section 18 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 18 of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository

which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“Disclosure Counsel” shall mean Norton Rose Fulbright US LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Financial Advisor” shall mean Keygent LLC, as Financial Advisor to the District.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the District.

“G.O. Bonds” shall mean all general obligation bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including Measure G and Measure M.

“Information Services” shall mean EMMA and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a certificate of the District delivered to the Paying Agent.

“Interest Payment Date” shall mean February 1 and August 1 in each year, commencing on August 1, 2020, or as otherwise specified in the Contract of Purchase.

“Measure M” shall mean the general obligation bond proposition approved by more than 55% of District voters on March 5, 2002 authorizing the issuance of an aggregate principal amount of \$150,000,000 in general obligation bonds to finance the projects described in the proposition, payable from *ad valorem* property taxes.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Official Statement” shall mean the final official statement of the District describing the Bonds.

“Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof; and
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 42 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 31 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 19 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Project” shall mean the capital improvements further described in Section 7 of this Resolution and delineated in the ballot presented to and approved by the voters of the District at the Election.

“Project Costs” shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Project to be funded with the proceeds of the Bonds.

“Rebate Fund” shall mean the Rebate Fund established pursuant to Section 20 of this Resolution.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean S&P Global Ratings, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

“Superintendent” shall mean the Superintendent of the District.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 39 or Section 40 hereof.

“Tax Certificate” means the Tax Certificate delivered by the District on the Date of Delivery.

“Taxable Bonds” means those Bonds, which by their terms, bear interest that is not excluded from gross income for purposes of Federal income taxation.

“Tax-Exempt Bonds” means any Bonds designated by an Authorized Officer of the District to be Tax-Exempt Bonds, which by the terms of such Bonds, bear interest that is excluded from gross income for purposes of Federal income taxation.

“Term Bond” shall mean any Bond which, by its terms, has a single maturity but is subject to mandatory sinking fund redemption prior to the date of such maturity.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Consensual Agreement. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a consensual agreement among the District and the Owners from time to time of the Bonds; and the pledge made and lien and security interest granted in this Resolution shall be for the equal benefit, protection and security of the registered owners of any and all of the G.O. Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the G.O. Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers, in consultation with Bond Counsel, the Financial Advisor and the other officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount

thereof; *provided, however*, that such aggregate principal amount of the Bonds shall not exceed \$275,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.45% (not including original issue discount) of the Principal Amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law. Principal of the Bonds shall be payable within 36 years of the Date of Delivery. The Board hereby finds that the useful life of the facility or facilities financed with the Bonds that do not allow for the compounding of interest and that have a maturity greater than 30 years, but not greater than 40 years, equals or exceeds the maturity date of such Bonds.

(c) The form of the Continuing Disclosure Undertaking is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default as to the Bonds and shall not be deemed to create any monetary liability on the part of the District to any other persons, including Owners of the Bonds.

(d) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution by the Underwriter of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer.

The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement, and any amendments or supplements thereto, shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(e) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The officers of the District, including but not limited to the Superintendent, the Associate Superintendent of Business Services, the Assistant Superintendent of Facilities, Planning and Operations of the District, and their authorized designees or representatives (each, an “**Authorized Officer**” and together, the “**Authorized Officers**”) are, and each of them acting alone is, hereby authorized to execute any and all certifications and documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds shall be applied to (a) the financing of the acquisition, construction, furnishing and equipping of District facilities for some or all of the Projects authorized at the Election, the bond proposition and project list approved at which shall be incorporated herein by this reference as though fully set forth in this Resolution, (b) pay capitalized interest of the Bonds, if so elected by the District’s Authorized Officer and (c) the payment of the Costs of Issuance of the Bonds.

SECTION 8. Designation and Form; Payment.

(a) An issue of Bonds in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized. Such Bonds shall be general obligations of the District, payable as to Principal of and premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the “Chino Valley Unified School District General Obligation Bonds, Election of 2016, Series 2020B” with such insertions as shall be appropriate to describe the series, federally taxable or tax-exempt status, and/or tranches. The aggregate principal amount of the Bonds shall not exceed \$275,000,000. The Bonds may be issued as serial bonds or term bonds and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution. The Authorized Officers are, and each of them acting alone is, hereby authorized, upon consultation with the Financial Advisor, the Underwriter and Bond Counsel, to determine whether

the interest on the Bonds, or on any series of Bonds, shall be subject to federal income taxes or exempt from federal income taxes.

(b) The form of the Bonds shall be substantially in conformance with the standard form of registered school district general obligation bonds, a copy of which is attached hereto as Exhibit A hereto and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) The Principal of and premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal of the Bonds and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof and shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Contract of Purchase. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof appearing on the Bond Register as of the close of business on the Record Date. Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; *provided, however*, that if at the time of registration of any Bond, interest thereon is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by wire transfer to the Owner thereof appearing on the Bond Register on the Record Date, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Federal Tax Covenants.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Common Issue Bonds are first authenticated and delivered to the initial purchasers against payment therefor.



“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Common Issue Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Common Issue Bonds are invested and which is not acquired to carry out the governmental purposes of the Common Issue Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Yield” of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) of the Common Issue Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Common Issue Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Common Issue Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last stated maturity of Common Issue Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Common Issue Bonds (including property financed with Gross Proceeds of any obligations refunded by the Common Issue Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the

United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Common Issue Bonds (including property financed with Gross Proceeds of any obligations refunded by the Common Issue Bonds) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Common Issue Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final stated maturity of the Common Issue Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, exceeds the Yield of the Common Issue Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Common Issue Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Common Issue Bond is discharged. However, to the extent permitted by law, the District

may commingle Gross Proceeds of the Common Issue Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Common Issue Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Common Issue Bonds by the initial purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Rebate Fund, its general fund, or other appropriate fund, the amount that when added to the future value of previous rebate payments made for the Common Issue Bonds equals (A) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (B) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the stated maturity or final payment of the Common Issue Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Common Issue Bonds not been relevant to either party.

(j) Use of Proceeds: Weighted Average Maturity. The District hereby represents and covenants that it will apply the proceeds of the Common Issue Bonds in a manner so that the weighted average maturity of the Common Issue Bonds does not exceed 120% of the average reasonably expected economic life (or remaining economic life) of the facilities financed (or refinanced) by the Common Issue Bonds (all determined in accordance with the provisions of section 147(b) of the Code).

(k) Elections. The District hereby directs and authorizes the Superintendent, Associate Superintendent of Business Services, and the Assistant Superintendent of Facilities, Planning and Operations either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Common Issue Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

SECTION 11. Reimbursement of Qualified Project Expenditures. It is the intent of the Governing Board to authorize the sale of the Bonds, in a total maximum aggregate principal amount not to exceed \$275,000,000 to finance the Project. The District has paid or expects to pay certain capital expenditures related to the Project (the “**Reimbursable Expenses**”) to which it desires to preserve its ability to reimburse with proceeds of the Bonds, as provided under section 1.150-2 of the Regulations. The reimbursement of the Reimbursable Expenses is consistent with the District’s budgetary and financial circumstances. The District reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of the Bonds, and this resolution shall constitute a declaration of official intent under the Regulations. The District recognizes that reimbursement allocations to which section 1.150-2 of the Regulations applies by reason of this Resolution generally include only reimbursements of payments originally for capital expenditures made no earlier than 60 days prior to the date of adoption of this Resolution.

SECTION 12. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity of the Bonds.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 28 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption

Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District is hereby authorized to execute and deliver or shall have executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District and its Authorized Officers are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall cause the issuance of certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global Bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered global Bond for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal Amount of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

#### SECTION 13. Execution of the Bonds.

(a) The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor, series and maturity in the same Principal Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of Principal of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon such Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like series, tenor and maturity of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep a separate Bond Register.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption price with

respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District (the “**General Fund**”); *provided, however*, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds.

SECTION 18. Application of Proceeds.

(a) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Treasurer is hereby directed to deposit the designated net proceeds thereof, exclusive of accrued interest and any original issue premium, into the Building Fund and the subaccounts established therein, if any. The District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay the Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the Building Fund, as required by State law and the Code. Any amounts that remain in a Building Fund following the completion of the Project shall be transferred to the Debt Service Fund to be used to pay the principal of, and premium, if any, and interest on the G.O. Bonds, subject to any conditions set forth in the Tax Certificate and Section 10 of this Resolution; *provided, however*, that proceeds of the Tax-Exempt Bonds transferred to a Debt Service Fund pursuant to this section shall only be used to pay debt service on the Tax-Exempt Bonds.

(b) Accrued interest, if any, and except as shall otherwise be directed by the District in accordance with applicable law, any original issue premium received by the District from the sale of the Bonds, shall be kept separate and apart in separate funds hereby created and established within the interest and sinking fund of the District to be designated as the “Chino Valley Unified School District, Election of 2016, Series 2020B Debt Service Fund” (collectively with the interest and sinking fund of the District, the “**Debt Service Fund**”). Amounts in the Debt Service Fund may be used only for payment of principal of, premium, if any, and interest on the G.O. Bonds; *provided, however*, that original sales proceeds of the Tax-Exempt Bonds (and money from the investment thereof) shall only be used to pay debt service on the Tax-Exempt Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the G.O. Bonds; *provided, however*, that proceeds of the Tax-Exempt Bonds transferred to a Debt Service Fund pursuant to this section shall only be used to pay debt service on the Tax-Exempt Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Tax Certificate and Section 10 of this Resolution. Proceeds of the G.O. Bonds (and earnings from the investment thereof) deposited to the Debt Service Fund and available to pay Debt Service, and earnings from the investment of monies held in the Debt Service Fund, shall be used for the payment of the Principal of and interest on the Bonds before any other Pledged Moneys.

(c) All Pledged Taxes (defined below) shall be deposited upon collection by the County into the Debt Service Fund for the G.O. Bonds and used for the payment of the principal of, premium, if any, and interest on the G.O. Bonds.



(d) On or before the Business Day immediately preceding each Interest Payment Date, the District shall transfer, or cause to be transferred, from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(e) The District shall cause moneys to be transferred to the Rebate Fund to the extent needed to comply with the Tax Certificate and Section 10 of this Resolution. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the General Fund of the District, subject to any conditions set forth in the Tax Certificate and Section 10 of this Resolution.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 21 below.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of any Tax Certificate and Section 10 of this Resolution, earnings from the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Principal of and interest on the Bonds when due.

SECTION 19. Payment of and Security for the Bonds.

(a) There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the principal of, premium, if any, and interest on the Bonds as it becomes due and payable, which taxes (the “**Pledged Taxes**”), when collected by the County, shall be placed in the Debt Service Fund of the District.

(b) The District hereby irrevocably pledges and grants a security interest in and lien on all of the Pledged Taxes, all revenues from the *ad valorem* property taxes collected from the levy by the County Board of Supervisors for the payment of the G.O. Bonds, all penalties and interest at any time collected in respect to the Pledged Taxes, and all proceeds derived from any of the foregoing, including all monies, securities or other funds held in or required hereby to be deposited into the Debt Service Fund from time to time (collectively, the “**Pledged Moneys**”), to the payment of the principal of and interest on the G.O. Bonds. This pledge and grant of a security interest and lien shall be valid and binding from the date hereof for the benefit of the registered owners of the G.O. Bonds and successors thereto. The Pledged Moneys shall immediately be subject to the pledge, security interest and lien created hereby, which shall immediately attach to the Pledged Moneys as the District acquires any interest therein, and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge, security interest or lien, and without the need of any physical delivery, recordation, filing, or further act. The *ad valorem* property tax levy may include an allowance for a reasonably required reserve in accordance with the Tax Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the G.O. Bonds due in such year. The District covenants to

cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section, Section 15140 *et seq.* of the Education Code and Section 53506 *et seq.* of the California Government Code. “G.O. Bonds” for purpose of this pledge contained herein means all general obligation bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including Measure G and Measure M, as all such general obligation bonds are required by State law to be paid from the Debt Service Fund.

(c) This pledge and grant of a consensual lien and security interest is an agreement between the District and the registered owners of the G.O. Bonds to provide security for the G.O. Bonds in addition to any statutory lien that may exist, and the G.O. Bonds and each of the other bonds secured by such pledge and grant of a lien and security interest are, will be, or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

SECTION 20. Establishment and Application of Rebate Fund. There is hereby established in trust a special fund designated “Chino Valley Unified School District General Obligation Bonds 2020 Rebate Fund” (the “**Rebate Fund**”) which shall be held by the Treasurer for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Rebate Fund in accordance with the provisions of the Tax Certificate and Section 10 of this Resolution. Amounts on deposit in the Rebate Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate and Section 10(h) of this Resolution.

SECTION 21. Payment of Costs of Issuance. Proceeds of the sale of the Bonds necessary to pay certain costs of issuing the Bonds shall be deposited in the fund of the District known as the “Chino Valley Unified School District 2020 General Obligation Bonds Costs of Issuance Fund” (the “**Costs of Issuance Fund**”), and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds; provided, however, that proceeds of the Tax-Exempt Bonds deposited to the Cost of Issuance Fund shall not be used to pay Costs of Issuance of the Taxable Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent. Any amounts remaining in the Costs of Issuance Fund following the earlier of the day which is 180 days following the Date of Delivery or the day on which the Paying Agent pays the final invoice for Costs of Issuance, as directed by the District, shall be transferred by the Paying Agent to the Debt Service Fund and to be used to pay the Principal of, and premium, if any, and interest on the Bonds; provided, however, that proceeds of the Tax-Exempt Bonds transferred to a Debt Service Fund shall only be used to pay debt service on the Tax-Exempt Bonds. Underwriter’s discount and other Costs of Issuance may be retained from original issue premium obtained upon sale, pursuant to the terms of the Contract of Purchase.

SECTION 22. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the District to (A) integrate the sale of the Bonds with its other outstanding general obligation bonds and other public financings undertaken, or to be undertaken, by the District in order to fund its public education facilities and (B) manage its tax levy restrictions under the provisions of Proposition 39, codified at Section 15270(a) of the Education Code; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing of the sale of the Bonds to the municipal bond

market and, potentially, take advantage of interest rate opportunities for the favorable sale of the Bonds to such market and resulting in lower tax levies against the taxpayers of the District.

SECTION 23. Engagement of Consultants; Good Faith Estimates.

(a) In accordance with Section 15146(b)(1)(C) of the Education Code, Keygent LLC, has been selected as the Financial Advisor to the District, Norton Rose Fulbright US LLP has been selected as the District's Bond Counsel and Disclosure Counsel and Stifel, Nicolaus & Company, Incorporated has been selected to act as the Underwriter with respect to the authorization, sale and issuance of the Bonds.

(b) Based on a good faith estimate received by the District from the Underwriter, the District finds that (i) the true interest cost of the Bonds (as defined in Government Code of the State of California (the "Government Code") Section 5852.1(a)(1)(A)) is expected to be approximately 3.49%, (ii) the total finance charge of the Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$1,675,000, which includes estimated underwriter's discount, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the total finance charge of the Bonds, is \$274,560,000 and (iv) the District expects that the total payment amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Bonds, will be \$565,720,000. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution.

(c) If it appears in the best interests of the District to acquire credit enhancement to secure the payment of all or a portion of the principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency(ies) from Bond Counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for a lower cost of funds to the District, then an Authorized Officer may so provide in the Contract of Purchase.

SECTION 24. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the County Office of Education, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 25. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of an *ad valorem* property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Governing Board is hereby authorized and directed to deliver certified copies of this Resolution to the Registrar-Recorder/County Clerk of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Governing Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said *ad valorem* property tax, upon such documentation of said costs as the District shall reasonably request.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 27. Selection of Bonds for Redemption.

(a) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given as provided herein, shall select Bonds for redemption in the manner directed by the District.

(b) With respect to any Bonds, the Paying Agent shall select such Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(c) In the event that a Term Bond is optionally redeemed, the Principal amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the District in the aggregate amount equal to the amount so redeemed.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the District, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (ii) that from and after such date, interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register and to the MSRB.

(b) In the event that the Bonds shall no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories and the MSRB.

(c) Such redemption notice shall be given to such other persons as may be required by the Continuing Disclosure Undertaking.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Paying Agent (who shall provide notice to the Owners of affected Bonds and the Information Services) in the event such conditions are not met and are not expected to be met and/or such funds are not received or are not expected to be received. A Redemption Notice may be rescinded by written notice given to the Paying Agent by the District and the Paying Agent shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given, but in no event later than the date set for redemption.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or deposited with a duly appointed escrow agent, in trust, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 31. Paying Agent; Appointment and Acceptance of Duties.

(a) The Treasurer of the County is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent, and may act through its designated agent, The Bank of New York Mellon Trust Company, N.A. (collectively, the “**Paying Agent**”). All fees and expenses incurred for services of the Paying Agent shall be the responsibility of the District and may be paid from the annual *ad valorem* property tax levy supporting the Bonds. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

SECTION 32. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 33. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 34. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County’s annual levy of *ad valorem* property taxes.

SECTION 35. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 36. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation, a new Paying Agent shall be appointed by the District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 37. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Tax Certificate and Section 10 of this Resolution. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 38. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 39. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 40. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental

Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge, lien or security interest under, and the subjection to any lien, security interest or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, *provided* such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 41. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 42. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bonds, and when the same become due and payable;

(b) by depositing with the Paying Agent or with a duly appointed escrow agent, in an irrevocable trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 36 selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government



Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 34 hereof, and the covenants set forth in Section 10 hereof.

SECTION 43. Approval of Actions; Miscellaneous.

(a) The Authorized Officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal or redemption price, if any, of and interest on the Bonds shall not constitute a debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal or redemption price, if any, of and interest on any Bond be payable out of any funds or property of the County.

(d) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 44. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Tax Certificate, the Tax Certificate prevails to the extent of the inconsistency or conflict.

SECTION 45. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank.]

PASSED AND ADOPTED this \_\_\_\_ day of February 2020, by the Board of Education of Chino Valley Unified School District, at Chino, California, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CHINO VALLEY UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Clerk, Board of Education

**EXHIBIT A**

**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
(SAN BERNARDINO COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
ELECTION OF 2016, SERIES 2020B**

\$ \_\_\_\_\_

No. \_\_\_\_\_

Interest Rate

Maturity Date

Dated Date

CUSIP

\_\_\_\_%

August 1, 20\_\_

Date of Delivery

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

The Chino Valley Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California, located within the County of San Bernardino (the "County"), State of California (the "State"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on [August 1, 2020], and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month next preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on [July 15, 2020], in which event it shall bear interest from its date; *provided, however*, that if at the time of registration of this Bond interest

with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A., as agent of the Treasurer and Tax Collector of the County, as initial paying agent (the "Paying Agent"), in Los Angeles, California. The interest hereon is payable by wire transfer to the Owner appearing on the Bond Register on the Record Date, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of \$\_\_\_\_\_ principal amount of Bonds. This Bond is issued by the District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State; (ii) applicable provisions of the Education Code of the State; and (iii) Article XIII A of the California Constitution (collectively, the "Act"), and pursuant to a resolution of the Board of Education of the District adopted on February \_\_, 2020 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein on November 8, 2016, to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20\_\_ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20\_\_ may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 20\_\_ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20\_\_, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

Mandatory Sinking Fund  
Payment Date

Mandatory Sinking  
Fund Payment

August 1, 20\_\_  
August 1, 20\_\_  
August 1, 20\_\_  
August 1, 20\_\_

\$

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution,

other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, *provided* such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

IN WITNESS WHEREOF, the Chino Valley Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and countersigned by the manual or facsimile signature of the Clerk to the Board of Education of the District as of the date stated above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: [Form Document]  
President of the Board of Education

Countersigned:

By: [Form Document]  
Clerk of the Board of Education



The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Chino Valley Unified School District.

DATED: \_\_\_\_\_, 2020

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Paying Agent

By: \_\_\_\_\_  
[Form Document]  
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address for Payment of Interest: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number or other Tax Identification No.:

\_\_\_\_\_

the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

\_\_\_\_\_

Dated: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature \_\_\_\_\_  
guaranteed

[Bank, Trust Company or Firm]

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

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**

**FORM OF 15C2-12 CERTIFICATE**

With respect to the proposed sale of its General Obligation Bonds, Election of 2016, Series 2020B in an aggregate principal amount of not to exceed \$275,000,000, the Chino Valley Unified School District (the “**District**”) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_, 2020

By:           [Form Document]          

\_\_\_\_\_  
Authorized Officer

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
January 16, 2020

**MINUTES**

<b>I. OPENING BUSINESS</b>
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**I.A. CALL TO ORDER – 4:30 P.M.**

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, January 16, 2020, at 4:30 p.m. with Blair, Cruz, Gagnier, Na, and Schaffer present.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent  
Sandra H. Chen, Associate Superintendent, Business Services  
Grace Park, Ed.D., Associate Superintendent, CIIS  
Lea Fellows, Assistant Superintendent, CIIS  
Richard Rideout, Assistant Superintendent, Human Resources  
Gregory J. Stachura, Assistant Supt., Facilities, Planning, & Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 4:30 p.m. regarding conference with legal counsel anticipated litigation; a student admission matter; student readmissions; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Blair, Cruz, Gagnier, Na, and Schaffer present. The Board met in closed session from 4:30 p.m. to 5:50 p.m. regarding conference with legal counsel anticipated litigation; a student admission matter; student readmissions; student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

By a vote of 5-0 with Cruz, Gagnier, Hernandez-Blair, Schaffer, and Na voting yes, the Board voted to accept the settlement agreement and release between the District and classified employee 8879. Pursuant to the terms of the agreement, classified employee 8879 will resign effective January 16, 2020. No further action was taken that required public disclosure

2. Pledge of Allegiance

Mike Kreeger, Chino Valley Independent Fire Board, led the Pledge of Allegiance.

**I.C. STAFF REPORT**

1. Annual Report: College and Career Indicator

Curriculum, Instruction, Innovation, and Support staff provided the annual report, which included: LCAP goals; college and career indicator; college and career readiness by performance level; college and career indicator local report; college and career metrics; Career Technical Education Pathways by industry sector; and preparation for college and career beyond graduation.

**I.D. COMMENTS FROM STUDENT REPRESENTATIVE**

Audry Ing provided a comprehensive report on recent and upcoming high school activities. Student representative left the meeting after her comments.

**I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES**

Brenda Walker, A.C.T. President, congratulated Board members on their new positions; spoke about items on the agenda including the certificated substitute pay increase, and the resolution acknowledging school counseling week; and congratulated CSEA on their tentative agreement.

Danny Hernandez, CSEA President, spoke about the tentative agreement and acknowledged the work of the negotiation's teams; and said the Human Resources department presented an interview skills workshop on December 5, 2019.

Tom Mackessy, CHAMP President, spoke about some items on the agenda; and shared comments regarding the things school counselors do to help students succeed.

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

Cynthia Moran, Chino Hills city council, addressed the Board regarding information from the city of Chino Hills; Melissa Compani from Supervisor Curt Hagman’s Office addressed the Board regarding unincorporated areas of Chino Hills; Mike Kreeger, Chino Fire Board, addressed the Board regarding the Fire Board’s organizational meeting; Cathy Osman addressed the Board regarding technology in the classroom; Troy Stevens and Sebastian Cognetta addressed the Board regarding Allegiance STEAM Academy; Reema Khan addressed the Board regarding Chino Hills HS girls’ varsity soccer coach and concerns at Butterfield Ranch ES; Larry Ortega addressed the Board regarding community technology risk advisory; Gigi Soto, Leslie Peregrina, Frank Escobar, Rachel Wakefield, Shaday Allen, John Petrov, Brook Innis, James Bizzaro, Emily Jauregui, Cristina Gurney, and McKayla Wakefield addressed the Board in support of Chino Hills HS girls’ varsity soccer coach; Tracy Rulison, Debbie Klingelberg, Amy Desmet, Stephanie Anderson, Alexy Escobedo, Krista Nash, and Carmen Watson addressed the Board regarding Butterfield Ranch ES leadership concerns.

**I.G. CHANGES AND DELETIONS**

The following change was read into the record: Corrected the employee number referenced in the closed session report out to read 8879.

<p><b>II. ACTION</b></p>
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**II.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**

**II.A.1. Proclamation for National School Counseling Week, February 3-7, 2020**  
 Moved (Na) seconded (Gagnier) carried unanimously (5-0) to adopt the proclamation for National School Counseling Week, February 3-7, 2020.

**II.B. HUMAN RESOURCES**

**II.B.1. Public Hearing and Ratification of the Tentative Agreement Between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 Effective July 1, 2018, through June 30, 2021**  
 President Schaffer opened the public hearing at 7:41 p.m. There were no speakers, and the public hearing was closed at 7:41 p.m. Moved (Cruz) seconded (Blair) carried unanimously (5-0) to ratify the Tentative Agreement between the Chino Valley Unified School District and the California School Employees Association and its Chino Chapter 102 effective July 1, 2018, through June 30, 2021.

**II.B.2. Addendum to the Employment Contracts for Superintendent; Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources Divisions**

Moved (Na) seconded (Gagnier) carried unanimously (5-0) to approve the addendum to the employment contracts for Superintendent; Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations; and Human Resources Divisions as follows: a) Provide a 2.5% on-schedule salary increase for the 2019/2020 school year effective July 1, 2019, and a 0.5% off-schedule one-time payment for current employees as of November 22, 2019, based on their 2019/2020 salary schedule; and b) Provide a 2.0% on-schedule salary increase for the 2020/2021 school year effective July 1, 2020, and a 1.0% off-schedule one-time payment to current employees based on their salary schedule as of July 1, 2020.

**II.B.3. Compensation Increase for Substitute Services Provided for Certificated Employees**

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve a compensation increase for substitute services provided for certificated employees.

**II.B.4. Revisions to the Classified Substitute Salary Schedule**

Moved (Blair) seconded (Na) carried unanimously (5-0) to approve the revisions to the Classified Substitute Salary Schedule.

<b>III. CONSENT</b>
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Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the consent items.

**III.A. ADMINISTRATION**

**III.A.1. Minutes of the December 12, 2019 Organizational Meeting**

Approved the minutes of the December 12, 2019 organizational meeting.

**III.A.2. Resolution 2019/2020-28 Board Compensation for James Na and Andrew Cruz for December 12, 2019 Missed Meeting**

Adopted Resolution 2019/2020-28 Board compensation for James Na and Andrew Cruz for December 12, 2019 missed meeting.

**III.B. BUSINESS SERVICES**

**III.B.1. Warrant Register**

Approved/ratified the warrant register.

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

Approved/ratified the fundraising activities.

**III.B.3. Donations**

Accepted the donations.

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

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

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

Approved the signature authorizations for Chino Valley Unified School District.

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

**III.C.1. Student Admission Case 19/20-03A**

Approved the student admission case 19/20-03A.

**III.C.2. Student Readmission Cases 18/19-24 and 18/19-30**

Approved student readmission cases 18/19-24 and 18/19-30.

**III.C.3. Student Expulsion Cases 19/20-19, 19/20-22, 19/20-24, 19/20-25, and 19/20-28**

Approved student expulsion cases 19/20-19, 19/20-22, 19/20-24, 19/20-25, and 19/20-28.

**III.C.4. School-Sponsored Trips**

Approved/ratified the following school-sponsored trips for Walnut ES, Ramona JHS, Ayala HS, Chino HS, and Don Lugo HS.

**III.C.5. 2019/2020 Single Plan for Student Achievement**

Approved the 2019/2020 Single Plan for Student Achievement.

**III.C.6. Chino Valley Unified School District 2019/2020 School Accountability Report Card**

Approved the Chino Valley Unified School District 2019/2020 School Accountability Report Card.



**III.C.7. Resolution 2019/2020-30 Recognizing February as Career and Technical Education Month**

Adopted Resolution 2019/2020-30 recognizing February as Career and Technical Education Month.

**III.C.8. 2020 Supplemental Summer Instruction Program and Special Education Extended School Year**

Approved the 2020 Supplemental Summer Instruction Program and Special Education Extended School Year.

**III.C.9. Articulation Agreement Between Mt. San Antonio College and the Chino Valley Unified School District**

Approved the Articulation Agreement between Mt. San Antonio College and the Chino Valley Unified School District.

**III.C.10. Resolution 2019/2020-25 Authorization to Join Education Technology Joint Powers Authority (Ed Tech JPA)**

Approved Resolution 2019/2020-25 Authorization to join Education Technology Joint Powers Authority (Ed Tech JPA).

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

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

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

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

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

**III.D.4. Resolutions 2019/2020-26, 2019/2020-27, and 2019/2020-29 for Authorization to Utilize Piggyback Contracts**

Adopted Resolutions 2019/2020-26, 2019/2020-27, and 2019/2020-29 for authorization to utilize piggyback contracts.

**III.D.5. Notice of Completion for CUPCCAA Projects**

Approved the Notice of Completion for CUPCCAA Projects.

**III.D.6. Notice of Completion for Contract F-1819-052, Chino HS Materials and Labor to Relocate Photovoltaic Conduit for Construction of New Buildings**

Approved the Notice of Completion for Contract F-1819-052, Chino HS Materials and Labor to Relocate Photovoltaic Conduit for Construction of New Buildings.

- III.D.7. Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #5)**  
Approved the Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #5).
- III.D.8. Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #6)**  
Approved the Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #6).
- III.D.9. Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #7)**  
Approved the Notice of Completion for Bid 18-19-05F, Chino HS Reconstruction—Phase 0 (Bid Package #7).
- III.D.10. Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 01)**  
Approved the Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 01).
- III.D.11. Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 02)**  
Approved the Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 02).
- III.D.12. Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 03)**  
Approved the Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 03).
- III.D.13. Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 04)**  
Approved the Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 04).
- III.D.14. Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 05)**  
Approved the Notice of Completion for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen (BP 05).
- III.D.15. Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 01)**  
Approved the Notice of Completion for Bid 18-19-27F, Briggs K-8 New Science Lab Building—Interim Housing (Bid Package 01).

- III.D.16. Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #1)**  
Approved the Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #1).
- III.D.17. Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #2)**  
Approved the Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #2).
- III.D.18. Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #3)**  
Approved the Notice of Completion for Bid 18-19-41F, Chino HS Site Preparation Phase (Bid Package #3).
- III.D.19. Change Order and Notice of Completion for Bid 18-19-40F, Country Springs ES and Rolling Ridge ES Interim Housing**  
Approved the Change Order and Notice of Completion for Bid 18-19-40F, Country Springs ES and Rolling Ridge ES Interim Housing.
- III.D.20. Change Orders for Bid 18-19-05F, Reconstruction of Chino HS—Phase 0**  
Approved the Change Orders for Bid 18-19-05F, Reconstruction of Chino HS—Phase 0.
- III.D.21. Change Order for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen**  
Approved the Change Order for Bid 18-19-26F, Ayala HS Alteration HVAC Upgrades—Gym and Kitchen.
- III.D.22. Change Orders for Bid 18-19-41F, Chino HS Site Preparation Phase**  
Approved the Change Orders for Bid 18-19-41F, Chino HS Site Preparation Phase.
- III.D.23. Rejection of Bid 19-20-20F, Emergency Operations Plan Development, and Authorization to Re-bid**  
Rejected the bids received for Bid 19-20-20F, Emergency Operations Plan Development, and authorized staff to re-bid the project.
- III.D.24. Request for Proposals 19-20-25, Data Networking Services—District Wide – E-Rate Fiscal Year 23 (2020-2021)**  
Awarded RFP 19-20-25, Data Networking Services—District Wide – E-Rate Fiscal Year 23 (2020-2021) to Charter Communications Operating LLC.

**III.D.25. Additional Facilities Use Fee Schedule Category, Tennis Courts (No Lights) and Corresponding Rates**

Approved the Additional Facilities Use Fee Schedule Category, Tennis Courts (No Lights) and Corresponding Rates.

**III.E. HUMAN RESOURCES**

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

Approved/ratified the certificated/classified personnel items.

**III.E.2. New Job Descriptions for Electronics Communication Systems Technician, Electronics Display Systems Technician, Electronics Security Systems Technician; and Revision of Job Description for Lead Electronics Technician**

Approved the new job description for Electronics Communication Systems Technician and authorized the creation of an Electronics Communication Systems Technician position; approved the new job description for Electronics Display Systems Technician and authorized the creation of an Electronics Display Systems Technician position; approved the new job description for Electronics Security Systems Technician and authorized the creation of an Electronics Security Systems Technician position; and approved the revisions to the job description for Lead Electronics Technician.

**III.E.3. Revision of Board Policy 0450 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Safety Plans**

Approved the revision of Board Policy 0450 Philosophy-Goals-Objectives and Comprehensive Plans—Comprehensive Safety Plans.

**IV. INFORMATION**

**IV.A. ADMINISTRATION**

**IV.A.1. Revision of Board Policy 2121 Administration—Superintendent’s Contract**

Received for information the revision of Board Policy 2121 Administration—Superintendent’s Contract.

**IV.B. BUSINESS SERVICES**

**IV.B.1. 2018/2019 Independent Auditor’s Annual Financial Audit Report**

Received for information the 2018/2019 Independent Auditor’s Annual Financial Audit Report.

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

**IV.C.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October Through December 2019**

Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2019.

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

**IV.D.1. Measure G Financial/Performance Audit Report**

Received for information the Measure G Financial/Performance Audit Report.

**V. COMMUNICATIONS**

**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz addressed concerns about Butterfield Ranch ES leadership and said he supports a change in leadership; commented on the action the Board took on August 17, 2019, regarding SB 673 and provided information about the curriculum; attended an event at a conference in December and spoke about a book entitled Life Animated; spoke about the World Health Organization's global vaccine safety summit; and commented on Chino Hills HS soccer coach Andy Placencia.

James Na thanked Chino Hills HS soccer coach Andy Placencia; commented on the statements made about Butterfield Ranch ES and student behavior; acknowledged Butterfield Ranch ES parents for expressing their concerns; spoke about Allegiance STEAM Academy and said he hopes for a 5 year approval; and said the community matters are the Board's matters.

Irene Hernandez-Blair acknowledged Butterfield Ranch ES teachers and parents for their emails and said the Board is receiving updates of what is being done to address concerns; spoke about new laws that limit the discipline of students; and asked Superintendent Enfield to follow-up on reports about guns and physical attacks on teachers at Butterfield Ranch ES.

Christina Gagnier acknowledged parents who reported concerns at Butterfield Ranch ES; spoke about the Chino Hills dedication of a veterans' monument on January 18; said high school and junior high school students are competing in VEX Robotics competitions over the weekend; responded to the sex education curriculum comments made by a fellow Board member; said we need to focus on moving forward and stop revisiting things that are inaccurate and false.

Superintendent Enfield made no comments.

President Schaffer responded to Butterfield Ranch ES concerns and said things are being addressed; said it is irresponsible for (Board) members to consistently mischaracterize the sex education curriculum; said he participated in the December 14 city of Chino Christmas Youth parade; attended the December 19 Boys Republic graduation ceremony; said he participated on campus walks with Sandra Chen and Greg Stachura on January 13; said Baldy View ROP did not receive the Career Technical Education incentive grant from the state this year, but said it is hopeful that the K-12 Strong Workforce grant will come through; said the Chino Hills 55 Plus club and veterans group funded the veterans monument being dedicated this weekend at the Chino Hills Community Center; and said he will be attending the Vex Robotics competitions.

**VI. ADJOURNMENT**

President Schaffer adjourned the regular meeting of the Board of Education at 8:13 p.m.

\_\_\_\_\_  
Joe Schaffer, President

\_\_\_\_\_  
Irene Hernandez-Blair, 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:** February 6, 2020  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**SUBJECT: REVISION OF BOARD POLICY 2121 ADMINISTRATION—  
SUPERINTENDENT’S CONTRACT**

=====

**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. Board Policy 2121 Administration—Superintendent’s Contract is being revised to include professional development as an optional component that may be addressed in the Superintendent’s contract and to eliminate content related to maximum cash settlement requirements for contracts executed prior to January 1, 2016, since state law limits the term of the contract to a maximum of four years. This item was presented to the Board as information on January 16, 2020.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the revision of Board Policy 2121 Administration—Superintendent’s Contract.

**FISCAL IMPACT**

None.

NE:sg

## **SUPERINTENDENT'S CONTRACT**

The Board of Education believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve District goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the need for stability in District administration and shall ensure the best use of District resources.

(cf. 0200 - Goals for the School District)  
(cf. 0460 - Local Control and Accountability Plan)  
(cf. 2120 - Superintendent Recruitment and Selection)  
(cf. 4312.1 - Contracts)  
(cf. 9000 - Role of the Board)

The contract shall be reviewed by the District's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel and Conference Expenses)

The contract may also address payment for professional dues and activities, the District's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

5. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)  
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)  
(cf. 4161.2/4261.2/4361.2 - Personal Leaves)  
(cf. 4161.5/4261.5/4361.5 - Military Leave)  
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)



**SUPERINTENDENT'S CONTRACT (cont.)**

**6. PROFESSIONAL DEVELOPMENT**

**6 7. General duties and responsibilities of the position**

(cf. 2110 - Superintendent of Schools: Responsibilities and Duties)

**7 8. Criteria, process, and procedure for annual evaluation of the Superintendent**

(cf. 2140 - Evaluation of the Superintendent)

**8 9. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board**

**9 10. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract**

**40 11. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice**

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

**44 12. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date**

**42 13. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment**

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

**SUPERINTENDENT'S CONTRACT (cont.)**

The Board may consult with District legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)  
 (cf. 9321 - Closed Session Purposes and Agendas)  
 (cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

(cf. 1340 - Access to District Records)  
 (cf. 3580 - District Records)

**TERMINATION OF CONTRACT**

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, ~~any~~ THE MAXIMUM cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, ~~if the unexpired term of the contract is more than 18 months and the contract was executed prior to January 1, 2016, no greater than the Superintendent's monthly salary multiplied by 18. For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12, WHICHEVER IS LESS.~~ (Government Code 53260)

**SUPERINTENDENT'S CONTRACT (cont.)**

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the District for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the District in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

**Legal Reference:**EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS, TITLE 26

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

**SUPERINTENDENT'S CONTRACT (cont.)**

**Management Resources:**

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Superintendent Contract Template

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEBSITES

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

Association of California School Administrators: [www.acsa.org](http://www.acsa.org)

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

**Chino Valley Unified School District**

Policy adopted: September 21, 1995

Revised: August 21, 2008

Revised: October 4, 2018

REVISED:

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020  
**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 warrants. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$10,118,415.95 to all District funding sources.

NE:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020  
**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.

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:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**February 6, 2020**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Chaparral ES</u></b>		
PTO	Dog Haus Family Night Out	2/26/20
<b><u>Cortez ES</u></b>		
PFA	Before School Donut/Muffin Sale	2/14/20
<b><u>Eagle Canyon ES</u></b>		
PTA	Ontario Fury Family Night Ticket Sale	2/8/20 - 2/28/20
PTA	Off Campus See's Candy Sale	3/2/20 - 3/13/20
<b><u>Hidden Trails ES</u></b>		
PTA	Applebee's Breakfast Sale	3/7/20
<b><u>Litel ES</u></b>		
PTA	Read-A-Thon	2/14/20 - 3/2/20
<b><u>Rhodes ES</u></b>		
PEP Club	Annie Performances Refreshment Sale	4/1/20 - 5/31/20
<b><u>Rolling Ridge ES</u></b>		
PTA	Father/Daughter Dinner Dance	3/6/20
<b><u>Walnut ES</u></b>		
PFA	Valentine's Day Gram Sale	2/7/20 - 2/14/20
<b><u>Briggs K-8</u></b>		
PFA	Val-O-Gram Sale	2/11/20 - 2/14/20
PFA	Father/Son Event	2/15/20
PFA	Father/Daughter Dance	2/21/20
PFA	McDonald's McTeacher Night	2/26/20
PFA	Step-It-Up Donation Drive	3/2/20 - 3/13/20
PFA	Mother/Son Event	3/3/20
PFA	Islands Restaurant Family Night Out	3/15/20

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**February 6, 2020**

<b><u>SITE/DEPARTMENT</u></b>	<b><u>ACTIVITY/DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>Cal Aero K-8</u></b>		
PTO	Panda Express Spirit Day	2/25/20
PTO	Dog Haus Spirit Day	4/16/20
<b><u>Canyon Hills JHS</u></b>		
AVID	Pieology Spirit Day	2/13/20
PTSA	Chipotle Family Night Out	2/26/20
<b><u>Townsend JHS</u></b>		
PTSA	Corner Bakery Family Night Out	2/18/20
PTSA	Yogurtland Family Night Out	2/18/20
PTSA	Wahoo's Fish Tacos Family Night Out	3/18/20
PTSA	Yogurtland Family Night Out	3/18/20
PTSA	Chipotle Family Night Out	4/1/20
PTSA	Afters Ice Cream Family Night Out	4/1/20
PTSA	Firehouse Subs Family Night Out	5/7/20
<b><u>Ayala HS</u></b>		
Swim Team Boosters	Pool Deck Snack Bar	2/10/20 - 5/31/20
ELD International Club	Chipotle Family Night Out	2/12/20
Swim Team Boosters	Chipotle Family Night Out	4/8/20
<b><u>Buena Vista HS</u></b>		
ASB	Pennies for Patients	2/17/20 - 3/6/20
<b><u>Chino HS</u></b>		
Track Boosters	Cannataro's Family Night Out	2/20/20
Boys Tennis Boosters	Chipotle Family Night	2/26/20
Track Boosters	Chipotle Family Night	3/11/20
Track Boosters	Applebee's Breakfast	3/15/20
<b><u>Chino Hills HS</u></b>		
Football Boosters	Off Campus Cookie Dough Sale	2/7/20 - 2/20/20
Choir	Coffehouse Performance Ticket Sale	2/10/20 - 2/21/20



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**February 6, 2020**

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<b><u>Don Lugo HS</u></b>		
AVID Club	Spirit Wear Sale	2/17/20 - 3/1/20
Track Team	Jog-A-Thon	2/22/20

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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Humility • Civility • Service

**DATE:** February 6, 2020  
**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:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**February 6, 2020**

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<b><u>Dickey ES</u></b>		
PTO	Cash	\$200.00
<b><u>Dickson ES</u></b>		
Box Tops for Education	Cash	\$180.00
<b><u>Walnut ES</u></b>		
Walmart - Store #1992	Cash	\$450.00
Walmart - Store #3464	Cash	\$500.00
Walmart - Store #2288	Cash	\$500.00
Walmart - Store #7049	Cash	\$2,000.00
Walmart - Store #8103	Cash	\$2,000.00
<b><u>Ayala HS</u></b>		
Team Lally, Inc.	Cash	\$8,368.00
<b><u>Boys Republic HS</u></b>		
Valley County Water District	Cash	\$1,000.00
<b><u>Chino Hills HS</u></b>		
Johnson & Johnson	Cash	\$300.00
<b><u>Don Lugo HS</u></b>		
Darwin Ayala	Cash	\$165.00
Daniel & Kelli Cooper	Cash	\$165.00
Diana Mendez	Cash	\$180.00

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
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**DATE:** February 6, 2020

**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	MONTH	INVOICE AMOUNTS	2019/2020 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	Dec. 2020	\$ 1,885.51	\$ 98,039.73
Margaret A. Chidester & Associates	Nov. & Dec. 2019	\$122,983.45	\$377,719.25
The Tao Firm	Dec. 2019	\$ 6,325.00	\$ 28,125.00
	<b>Total</b>	\$131,193.96	\$503,883.98

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$131,193.96 to the General Fund.

NE:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: STUDENT EXPULSION CASE 19/20-27**

=====

**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 case 19/20-27.

**FISCAL IMPACT**

None.

NE:LF:SJ:ss

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT: SCHOOL-SPONSORED TRIPS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

<b>School-Sponsored Trips</b>	<b>Date</b>	<b>Fiscal Impact</b>
Site: Canyon Hills JHS Event: Washington, D.C. Trip Place: Washington, D.C.; and New York, NY Chaperone: 40 students/7 chaperones	March 21-26, 2020	Cost: \$2,599.00 per student Funding Source: Parents
Site: Ayala HS Event: Choir - California State Music Education Conference Place: Fresno, CA Chaperone: 19 students/5 chaperones	February 20-22, 2020	Cost: \$350.00 per student Funding Source: Fundraising

Site: Chino Hills HS Event: Advancement Via Individual Determination College Tours Place: Monterey, CA; San Francisco, CA; and San Jose, CA Chaperone: 52 students/7 chaperones	February 13-15, 2020	Cost: \$150.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: Dance Team - Contest of Champions Place: Orlando, FL Chaperone: 33 students/5 chaperones	February 27-March 3, 2020	Cost: \$1,500.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: Color Guard - Winter Guard International West Regional Place: Las Vegas, NV Chaperone: 24 students/5 chaperones	March 13-15, 2020	Cost: \$400.00 per student Funding Source: Parents and fundraising
Site: Chino Hills HS Event: California Association of Directors of Activities State Conference Place: Ontario, CA Chaperone: 30 students/6 chaperones	March 28-30, 2020	Cost: \$250.00 per student Funding Source: Parents
Site: Chino Hills HS Event: Drum Line - Winter Guard International National Championships Place: Dayton, OH Chaperone: 45 students/11 chaperones	April 14-19, 2020	Cost: \$1,300.00 per student Funding Source: Parents and fundraising

## **FISCAL IMPACT**

None.

NE:LF:rtr

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: CAREER TECHNICAL EDUCATION/CARL D. PERKINS ADVISORY COMMITTEE**

=====

**BACKGROUND**

The Carl D. Perkins application for funding requires the existence of a District Career Technical Education/Carl D. Perkins Advisory Committee, as outlined in California Education Code section 8070 which states in part, “the governing board of each school district participating in a Career Technical Education (CTE) program shall appoint a CTE Advisory Committee to develop recommendations on the program and to provide liaison between the district and potential employers.” The Career Technical Education/ Carl D. Perkins Advisory Committee shall be Board approved annually.

Members of this committee shall be comprised of students, parents, teachers, members of special populations, business and industry representatives, school administration, and the field office of the Department of Employment Development.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Career Technical Education/ Carl D. Perkins Advisory Committee as follows:

Jennell Acker, CTE Teacher, Chino Hills HS (Hospitality & Tourism);  
Shelley Adams, Superintendent, Baldy View Regional Occupational Program;  
Alyssa Berry, CTE Teacher, Don Lugo HS (Agriculture);  
Yvette Bookout, Computer Operations Support Technician, CVUSD;



Michael Collins, Parent, CTE Teacher, Ruben S. Ayala HS (Architectural Engineering);  
Joseph Duarte, District Administration, CVUSD;  
Scott Eckersall, Engineer, Eckersall LLC (Engineering);  
Brian Engstrom, CTE Teacher, Don Lugo HS (Engineering);  
Anthony Indolino, Sr. Light & Sign Mechanic (Energy & Utilities);  
Magdalena Joya, Parent, Registered Nurse (Health Care);  
Craig Lindemulder, Parent, CTE Teacher, Chino Hills HS (Arts, Media & Entertainment);  
Francia Padilla, CTE Student, CTSO Officer, Chino HS;  
Julian Rodriguez, District Administration, CVUSD;  
Mike Rolland, CTE Teacher, Chino Hills HS (Digital Design);  
Esibon Syiem, Teacher, Ruben S. Ayala HS;  
Kimberly Weber, Career Center Guidance Technician, Chino Hills HS; and  
Elizabeth Williams, CTE Teacher, Chino HS (Culinary).

**FISCAL IMPACT**

None.

NE:GP:JAR:lar

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: PURCHASE ORDER REGISTER**

=====  
**BACKGROUND**

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

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

\$27,990,137.77 to all District funding sources.

NE:GJS:AGH:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

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

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

As indicated.

NE:GJS:AGH:pw

<b>CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT</b>	<b>FISCAL IMPACT</b>
<b>CIIS-1920-190 Project Lead the Way, Inc.</b> To provide online STEAM program. Submitted by: Briggs K-8 Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$1,500.00  Funding source: Title I
<b>CIIS-1920-191 SHI.</b> To provide Adobe Creative Suite license renewal. Submitted by: Chino Hills HS Duration of Agreement: December 1, 2019 - December 1, 2020	Contract amount: \$3,402.00  Funding source: General Fund
<b>CIIS-1920-192 Rockstar Recruiting, LLC dba Staff Rehab.</b> To provide consultant and LVN services. Submitted by: Health Services Duration of Agreement: February 7, 2020 - June 30, 2020	Contract amount: \$80,000.00  Funding source: General Fund
<b>CIIS-1920-193 Tana Donaghy dba Educational Equity for All.</b> To provide training for Moderate/Severe curriculum. Submitted by: Special Education Duration of Agreement: February 7, 2020 - June 30, 2020	Contract amount: \$3,200.00  Funding source: General Fund

<b>FACILITIES, PLANNING, AND OPERATIONS</b>	<b>FISCAL IMPACT</b>
<b>F-1920-058 Raptor Technologies, LLC.</b> To provide annual access fee for school site Visitor Management system. Submitted by: Risk Management Duration of Agreement: February 1, 2020 - January 31, 2021	Contract amount: \$19,210.00  Funding source: General Fund

<b>HUMAN RESOURCES</b>	<b>FISCAL IMPACT</b>
<b>HR-1920-023 Campus Safety Group, LLC.</b> To provide emergency operations plan development, assistance, and training with meetings and mobile build-out. Submitted by: Risk Management Duration of Agreement: February 7, 2020 - June 30, 2021	Contract amount: \$73,300.00  Funding source: General Fund

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

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**DATE:** February 6, 2020  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations  
**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. Proceeds of the sale are deposited into the General Fund.

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:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT  
SURPLUS/OBSOLETE PROPERTY**

February 6, 2020

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	35313	Duplicating
Computer	Dell	24245	Duplicating
Computer	Dell	24246	Duplicating
Computer	Dell	33176	Duplicating
Keyboard	HP		Duplicating
Keyboard	Verbatim		Duplicating
Keyboards (2)	Dell		Duplicating
Monitor	Samsung	MY2259LSC01429T	Duplicating
Monitor	Mac	23483	Duplicating
APC Battery Back-up	87-1629A	5B0846T17948	Duplicating
APC Battery Back-up	87-1629A	5B0846T17863	Duplicating
Power Supply			Duplicating
Parts	Docutech		Duplicating
Metal Shelves (4)			Duplicating
Paper Dollies (4)			Duplicating
Printer	C3150A	USFB21513	Duplicating
Printer	Q5981A	CNNBD11504	Duplicating
Tables (2)	Pitney Bowes		Duplicating
Monitor	Dell		Duplicating
1980 Dump Truck	Ford F600	258	Maintenance
1990 Dump Truck	Ford F700	264	Maintenance
Mower	Howard 180	300	Maintenance
Stand Up Forklift	Yale	W004	Maintenance
Forklift	Champ Charger	205	Maintenance
2001 Chevy	Malibu	109	Maintenance
2001 Chevy	Malibu	110	Maintenance
2003 Chevy	S10	166	Maintenance
2003 Chevy	S10	167	Maintenance
2004 Chevy	Colorado	171	Maintenance
2005 Chevy	Impala	449	Maintenance
Green File Cabinets (3)			Newman ES
Brown File Cabinets (2)			Newman ES
Cushioned Chairs (25)			Newman ES
Desks w/Shelf (62)			Newman ES
Desks (20)			Newman ES
Tables (6)			Newman ES
Gray File Cabinet			Newman ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Bookshelves (2)			Newman ES
Large Chairs (14)			Newman ES
Teacher Desks (5)			Newman ES
Small Chairs (20)			Newman ES
Medium Chairs (10)			Newman ES
Computer	Dell	31 JRW01	Canyon Hills JHS
Computer	Dell	34007643793	Canyon Hills JHS
Monitor	Dell	CNOWH318187273F096U	Canyon Hills JHS
Monitor	Dell	CNOTP2196418078T19GA	Canyon Hills JHS
Monitor	Dell	CN0TP2196418078M1TPL	Canyon Hills JHS
Monitor	Dell	CN0XJSTR7287272FASHBA00	Canyon Hills JHS
Monitor	Dell	CNOC730C716230853739	Canyon Hills JHS
Computer	Dell	B1H88R1	Magnolia JHS
Computer	Dell	CH35NS1	Magnolia JHS
Computer	Dell	9ZZRSR1	Magnolia JHS
Computer	Dell	B1QTSR1	Magnolia JHS
Computer	Dell	B0PRSR1	Magnolia JHS
Computer	Dell	B1JTSR1	Magnolia JHS
Computer	Dell	B13TSR1	Magnolia JHS
Computer	Dell	B1NSSR1	Magnolia JHS
Computer	Dell	B1RRSR1	Magnolia JHS
Keyboards (3)	Dell		Magnolia JHS

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: RESOLUTIONS 2019/2020-31 AND 2019/2020-32 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS**

=====

**BACKGROUND**

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

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

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

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

<b>Resolution</b>	<b>Contract</b>	<b>Contractor</b>	<b>Description</b>	<b>Term</b>
2019/2020-31	Waterford Unified School District Bid 01/17	A-Z Bus Sales Inc.	School Buses	12/8/2016-12/31/2020
2019/2020-32	Irvine Unified School District Bid No. 19/20-01IT	CDW-G	Technology Equipment and Peripherals	1/1/2020-12/31/2021



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

**RECOMMENDATION**

It is recommended the Board of Education adopt Resolutions 2019/2020-31 and 2019/2020-32 for authorization to utilize piggyback contracts.

**FISCAL IMPACT**

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District  
Resolution 2019/2020-31  
Authorization to Utilize the Waterford Unified School District Bid 01/17  
With A-Z Bus Sales Inc.  
to Purchase School Buses  
Through the Piggyback Contract**

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

**WHEREAS**, Waterford Unified School District currently has a piggyback contract, Bid 01/17, in accordance with Public Contract Code 20118 with A-Z Bus Sales Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of school buses through the piggyback contract procured by the Waterford Unified School District Bid 01/17.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of school buses through the piggyback contract originally procured by the Waterford Unified School District Bid 01/17 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of school buses in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Waterford Unified School District Bid 01/17.

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

Section 5. Effective Date. This resolution shall be effective as of December 8, 2016, for the term ending December 31, 2020.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of February 2020 by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

---

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

**Chino Valley Unified School District  
Resolution 2019/2020-32  
Authorization to Utilize the Irvine Unified School District Bid No. 19/20-01IT  
With CDW-G  
to Purchase Technology Equipment and Peripherals  
Through the Piggyback Contract**

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

**WHEREAS**, Irvine Unified School District currently has a piggyback contract, Bid No. 19/20-01IT, in accordance with Public Contract Code 20118 with CDW-G, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

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

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

**WHEREAS**, the Board has determined that it is in the best interest of the District to authorize the purchase of technology equipment and peripherals through the piggyback contract procured by the Irvine Unified School District Bid No. 19/20-01IT.

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

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

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of technology equipment and peripherals through the piggyback contract originally procured by the Irvine Unified School District Bid No. 19/20-01IT is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of technology equipment and peripherals in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Irvine Unified School District Bid NO. 19/20-01IT.

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

Section 5. Effective Date. This resolution shall be effective as of January 1, 2020, for the term ending December 31, 2021.

**APPROVED, PASSED, AND ADOPTED** by the Board of Education of the Chino Valley Unified School District this 6th day of February 2020 by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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:**

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Humility • Civility • Service

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

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

=====

**BACKGROUND**

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

<b>CUPCCAA Project</b>	<b>Project Description</b>	<b>Contractor</b>	<b>Original Quotation</b>	<b>Change Order</b>	<b>Total</b>	<b>Funding Source</b>
CC2020-16	Canyon Hills JHS Slope Maintenance Vegetation Management & Tree Work	Mission Landscape Co., Inc.	\$24,640.00	N/A	\$24,640.00	01
CC2020-17	Litel ES Painting	Continental Painting, Inc.	\$45,672.00	N/A	\$45,672.00	14
CC2020-18	Borba ES, Newman ES, and Briggs K-8 HVAC Installation	Leading Edge Air Conditioning	\$35,000.00	N/A	\$35,000.00	14

Documentation indicating satisfactory completion and compliance with specifications has been obtained from: school site administrator; Bernie Bricker Construction/Project Manager; Alex Rivera, Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for these projects.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Projects.

**FISCAL IMPACT**

\$24,640.00 to General Fund 01.

\$80,672.00 to Deferred Maintenance Fund 14.

NE:GJS:pw

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**TO:** Members, Board of Education

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

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

**SUBJECT: BID 19-20-26F, EMERGENCY PREPAREDNESS CLASSROOM SUPPLY KITS**

=====

Public Contract Code 20111 requires competitive bidding for most public contracts. School districts are required to competitively bid any contracts for the lease or purchase of equipment, materials, supplies or services which do not constitute a public project and which are not exempted from competitive bidding and expenditure of more than \$95,200.00 be legally advertised and awarded to the lowest responsible bidder.

A Notice Calling for Bids for Bid 19-20-26F, Emergency Preparedness Classroom Supply Kits was published in the Inland Valley Daily Bulletin on December 3, 2019, and December 10, 2019. Bids were opened at 1:00 p.m. on January 7, 2020. The results are as follows:

<b>Vendor</b>	<b>Bid Amount</b>
Prep & Save LLC	\$300,968.00
More Prepared	\$384,700.00
B4A Disaster	\$477,360.00

The basic scope of work for this project includes the purchase and installation of emergency preparedness kits in all classrooms in the District.

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

**RECOMMENDATION**

It is recommended the Board of Education award Bid 19-20-26F, Emergency Preparedness Classroom Supply Kits to Prep & Save LLC.

**FISCAL IMPACT**

\$300,968.00 to General Fund 01.

NE:GJS:AGH:pw



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**DATE:** February 6, 2020

**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, Operations, and Construction

**SUBJECT: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT**

=====

**BACKGROUND**

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project to the following contractors: Bid Package 02-01, Precision Contracting; Bid Package 03-01, KAR Construction; Bid Package 06-01, Miller Construction; Bid Package 06-02, Stolo Cabinets; Bid Package 07-01, Letner Roofing; Bid Package 08-01, Construction Hardware; Bid Package 09-01, Mirage Builders; Bid Package 09-02, Continental Marble & Tile; Bid Package 09-03, CG Acoustics; Bid Package 09-04, Signature Flooring, Inc.; Bid Package 09-05, AJ Fistes Corp.; Bid Package 10-01, Bogh Engineering, Inc.; Bid Package 11-01, Kitcor Corp.; Bid Package 22-01, Emyrean Plumbing; Bid Package 23-01, Aire-Masters Air Conditioning; Bid Package 26-01, RDM Electric; and Bid Package 32-01, General Consolidated. 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.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
2	Bid Package 02-01-Demo, Asbestos & Lead Abatement-Precision Contracting	\$3,143.00
	Previously Approved Change Order:	\$17,122.00
	Bid Amount:	\$1,776,800.00
	Revised Total Project Amount:	\$1,797,065.00

The change order results in a net increase of \$3,143.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$27,395,680.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

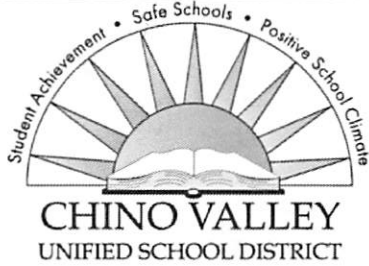
## **RECOMMENDATION**

It is recommended the Board of Education approve the change order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

## **FISCAL IMPACT**

\$3,143.00 to Building Fund 21.

NE:GJS:MS:pw



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

**CHANGE ORDER**

DATE: 12/30/19 BID #: 18-19-10F CHANGE ORDER: 002

PROJECT: Cattle, Oak Ridge & Litel Elementary School – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Precision Contracting Inc.

*DANNY RYAN PRECISION CONTRACT*  
*(BPO2-01)*

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

**Cattle Elementary School**

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1:	Description:	Reallocation of Unused Unforeseen Conditions
	Reason:	Transferring of unused unforeseen allowance amount from Litel ES & Oak Ridge ES to Cattle ES.
	Document Ref:	Change Order Request No. C-011 (PCO No. C-191)
	Requested by:	District
	Change in Contract Sum:	\$10,354.00 / ADD
	Time Extension:	0 Calendar days

**Litel Elementary School**

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 2:	Description:	Demolish Existing Roof Pitch Pockets at Building A
	Reason:	Abate, demolish and remove existing roof pitch pockets at Building A pursuant to roofing manufacturer's requirement to warranty new roof membrane.
	Document Ref:	Change Order Request No. L-008 (PCO No. L-064)
	Requested by:	District
	Change in Contract Sum:	\$6,312.00 / ADD
	Time Extension:	0 Calendar days

**Litel Elementary School**

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 3: Description: Reconcile Unused Unforeseen Allowance  
Reason: Transfer unused unforeseen allowance amount from Litel ES to Cattle ES.  
Document Ref: Change Order Request No. L-009 (PCO No. L-126)  
Requested by: District  
Change in Contract Sum: <\$354.00> / DEDUCT  
Time Extension: 0 Calendar days

ITEM NO. 4: Description: Breezeway Column Damage Plaster Repairs  
Reason: Backcharge from Mirage Builders to repair damaged plaster columns in breezeway area.  
Document Ref: Change Order Request No. N/A (PCO No. L-096)  
Requested by: District  
Change in Contract Sum: <\$2,743.00> / DEDUCT  
Time Extension: 0 Calendar days

**Oak Ridge Elementary School**

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 5: Description: Reconcile Unused Unforeseen Allowance  
Reason: Transfer unused unforeseen allowance amount from Oak Ridge ES to Cattle ES.  
Document Ref: Change Order Request No. O-006 (PCO No. O-126)  
Requested by: District  
Change in Contract Sum: <\$10,000.00> / DEDUCT  
Time Extension: 0 Calendar days

ITEM NO. 6: Description: Breezeway Column Damage Plaster Repairs  
Reason: Backcharge from Mirage Builders to repair damaged plaster columns in breezeway area.  
Document Ref: Change Order Request No. N/A (PCO No. O-099)  
Requested by: District  
Change in Contract Sum: <\$2,579.00> / DEDUCT  
Time Extension: 0 Calendar days

ITEM NO. 7: Description: Replace Damage Catch Basin Grates  
Reason: Backcharge to Mirage Builders for replacement of (2) two catch basin grate that was damaged.  
Document Ref: Change Order Request No. N/A (PCO No. O-137)  
Requested by: District  
Change in Contract Sum: \$2,153.00 / ADD  
Time Extension: 0 Calendar days

\*END OF CHANGE ORDER NO. 002 ITEMS\*

**SCHOOL SITE SUMMARY**

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$558,100.00	\$0.00	\$10,354.00	\$568,454.00
Litel ES	\$677,400.00	\$17,122.00	\$3,215.00	\$697,737.00
Oak Ridge ES	\$541,300.00	\$0.00	<\$ 10,426.00>	\$530,874.00
<b>Total</b>	<b>\$1,776,800.00</b>	<b>\$0.00</b>	<b>\$3,143.00</b>	<b>\$1,797,065.00</b>

**CONTRACT SUMMARY**

The original contract amount was: \$1,776,800.00  
Net change by previous Change Order: \$17,122.00  
The contract amount will be increased by this Change Order: \$3,143.00  
The new contract amount including this change order will be: \$1,797,065.00  
The original contract completion date: 4/16/20  
The contract time will be increased/decreased by days: 0  
The date of completion as a result of this Change Order is: 4/16/20


The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.


**APPROVED BY:**


  
Precision Contracting (Contractor) Janet Dean, Secretary  
Print Name / Title 12/30/19  
Date

  
DSA Inspector of Record (Team Inspections) Frank Sand / Inspector  
Print Name / Title 1-14-20  
Date

  
Construction Manager (CW Driver) Hung Truong / Project Manager  
Print Name / Title 1/3/20  
Date

  
CVUSD Samuel Sousa / Construction Coordinator,  
Maintenance, Operations & Construction  
Print Name / Title 1/8/20  
Date

  
Owner (authorized agent) Greg Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department  
Print Name / Title 1/21/2020  
Date

  
WLC Architects Inc. (Architect) Jim DiCamillo / President  
Print Name / Title 1.8.20  
Date

  
Director, M.O.C. Martin Silveira / Director of Maintenance,  
Operations and Construction  
Print Name / Title 1 16 20  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**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, Operations, and Construction

**SUBJECT: CHANGE ORDER FOR BID 19-20-18F, BRIGGS K-8 NEW SCIENCE BUILDING**

=====

**BACKGROUND**

On September 19, 2019, the Board of Education awarded Bid 19-20-15F, Briggs K-8 New Science Building-Grading/Earthwork to Crew, Inc.

On October 3, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building to the following contractors: BP #3 to KCB Towers, Inc.; BP #14 to Valley Pipeline Services, Inc.; and BP #18 to Rancho Pacific Electric Construction, Inc.

On October 17, 2019, the Board of Education awarded Bid 19-20-18F, Briggs K-8 New Science Building to the following contractors: BP #2 to Inland Building Construction Co.; BP #4 to Tomahawk Builders, Inc.; BP #5 to Stolo Cabinets, Inc.; BP #6 to Caston Inc.; BP #7 to United Contractors; BP #8 to Letner Roofing Co.; BP #9 to Star Hardware, Inc.; BP #10 to McKernan Inc.; BP #11 to Riccardi Floor Covering; BP # 12 to Cramer Painting, Inc.; BP #13 to RVH Constructors; BP #15 to Continental Plumbing Inc.; BP #16 to Daart Engineering, Co., Inc.; and BP #17 to All Star Air Systems, 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.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Bid Package 14 – Site Utilities – Valley Pipeline Inc.	\$94,895.00
	Bid Amount:	\$324,000.00
	Revised Total Project Amount:	\$418,895.00

The change order results in a net increase of \$94,895.00 to the construction cost and an additional 5 days in contract time. The revised total project cost, including all change orders, is \$8,855,095.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

The total change order amount exceeds the legal limit of 10% of the total bid amount. This change order item represents work required specifically due to unforeseen field conditions and/or code requirements. County Counsel has reviewed and approved exceeding 10% of the total contract amount.

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 19-20-18F, Briggs K-8 New Science Building.

**FISCAL IMPACT**

\$94,895.00 to Building Fund 21.

NE:GJS:MS:pw



bd 020620  
(Rebid to bd. 10.17.19)



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
Facilities, Planning and Operations Division  
5130 Riverside Drive  
Chino, CA 91710  
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

### CHANGE ORDER

DATE: 12-11-19 BID #: 19 - 20 18F <sup>ok</sup> CHANGE ORDER: 001  
PROJECT: Briggs - K-8 new Science Building  
DSA APPLICATION #: 04 - 117961 DSA FILE #: 36 - 11  
OWNER: Chino Valley Unified School District  
ARCHITECT: WLC Architects CONTRACTOR: Valley Pipeline Inc. (BP 14)

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: Sewer Line Modifications  
Reason: Unforeseen Conditions  
Document Ref: Change Order Request No. 001  
Requested by: District  
Change in Contract Sum: \$94,895.00 / ADD  
Time Extension: 5 Calendar days

\*END OF CHANGE ORDER NO. 001 ITEMS\*

### CONTRACT SUMMARY

The original contract amount was: \$324,000.00 ✓  
Previously approved change order amount(s): \$0.00 ✓  
The contract amount will be increased/decreased by this Change Order: 94,895.00 ✓  
The new contract amount including this change order will be: \$418,895.00 ✓  
The original contract completion date: 07/31/20  
The contract time will be increased/decreased by days: 5  
The date of completion as a result of this Change Order is: 08/07/20

APPROVED BY:

STEVE VATTER  
Valley Pipeline, Inc.

  
Steve Vatter / President

12/17/19  
Date

JP. Di CAMILLO  
WLC Architects

  
Jim DiCamillo / President, Architect, AIA LEED AP

12/17/19  
Date

MAHER LABIB  
DSA Inspector of Record (TYR)

MAHER  
Maher Labib / DSA Inspector

12/19/19  
Date

JAMES FLATH  
Construction/Project Manager

James N. Flath  
James Flath / Project Manager - Balfour Beatty Const.

12-17-19  
Date

JAMES COSTA  
CVUSD Construction Coordinator

James Costa  
James Costa / Construction Coordinator

12/19/19  
Date

Martin Silveira  
Director, M.O.C.

Martin Silveira  
Martin Silveira / Director of Maintenance, Operations  
and Construction

12/18/19  
Date

GREGORY STACHURA  
Owner (Authorized Agent)

Gregory Stachura  
Gregory Stachura / Assistant Superintendent, Facilities,  
Planning & Operations Department

1/6/2020  
Date

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**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, Operations, and Construction

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-17F, BUENA VISTA HS SAFETY AND SECURITY**

=====

**BACKGROUND**

On January 17, 2019, the Board of Education awarded Bid 18-19-17F, Buena Vista HS Safety and Security to Champion Electric 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.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	Champion Electric Inc.	(\$13,104.00)
	Bid Amount:	\$464,000.00
	Revised Total Project Amount:	\$450,896.00
	Retention Amount:	\$22,544.80

The change order results in a net decrease of \$13,104.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$450,896.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 13, 2019.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: school site administrator; Jim DiCamillo, Architect/Engineer; Kevin Shearer Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-17F, Buena Vista HS Safety and Security.

**FISCAL IMPACT**

(\$13,104.00) to Building Fund 21.

NE:GJS:MS:pw

bd020670



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

# CHANGE ORDER

Date: 12/12/19 BID /CUPCAA #: 18-19-17F Change Order #: 1  
 Project Title: Buena Vista HS Safety & Security  
 Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A  
 Architect: WLC Architects Contractor: Champion Electrical Inc

**The Contractor is hereby authorized to do the following:**

- Item # 1** Extension of project time line.  
 Requested By: Chino Valley Unified School District Increase/Decrease amount: \_\_\_\_\_  
 Reason: Unforeseen issues with keyless access device connectivity.
- Item # 2** Deductive change order.  
 Requested By: Chino Valley unified School District Increase/Decrease amount: -\$ 13,104.00  
 Reason: Alloted allowance not fully used.
- Item # 3** \_\_\_\_\_  
 Requested By: \_\_\_\_\_ Increase/Decrease amount: \_\_\_\_\_  
 Reason: \_\_\_\_\_
- Item # 4** \_\_\_\_\_  
 Requested By: \_\_\_\_\_ Increase/Decrease amount: \_\_\_\_\_  
 Reason: \_\_\_\_\_

Original contract completion date: _____	Original contract amount: _____	\$ 464,000.00
Increase/Decrease of days: _____	Increase/Decrease amount: _____	-\$ 13,104.00
New contract completion date: _____	New contract amount: _____	\$ 450,896.00

Approved by:

<u>N/A</u> DSA Inspector of Record	Signature _____	Date _____
<u>JAMES P. Di Camillo</u> Architect / Engineer	Signature <u>[Signature]</u>	Date <u>1-8-20</u>
Kevin Shearer, Champion Electric, Inc. Construction/Project Manager	Signature <u>[Signature]</u>	Date <u>12/12/2019</u>
<u>SAM SOUSA</u> CVUSD Construction Coordinator	Signature <u>[Signature]</u>	Date <u>12/17/19</u>
<u>N/A</u> CVUSD Project Manager	Signature _____	Date _____
<u>[Signature]</u> Director, Maintenance, Operations & Construction	Signature <u>[Signature]</u>	Date <u>1 10 20</u>
<u>[Signature]</u> Owner (Authorized Agent)	Signature _____	Date _____

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**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, Operations, and Construction

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-06F, ALTERNATIVE EDUCATION CENTER PLAYGROUND EQUIPMENT INSTALLATION**

=====

**BACKGROUND**

On July 18, 2019, the Board of Education awarded Bid 19-20-06F, Alternative Education Center Playground Equipment Installation to John Buck dba J2 Builders. 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.

<b>Change Order</b>	<b>Contractor</b>	<b>Amount</b>
1	John Buck dba J2 Builders	\$18,000.00
	Bid Amount:	\$185,000.00
	Revised Total Project Amount:	\$203,000.00
	Retention Amount:	\$10,150.00

The change order results in a net increase of \$18,000.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$203,000.00. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on December 3, 2019.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: John Buck dba J2 Builders, Construction/Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

## **RECOMMENDATION**

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-06F, Alternative Education Center Playground Equipment Installation.

## **FISCAL IMPACT**

\$18,000.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw



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

# CHANGE ORDER

Date: 12/6/2019 BID/ CUPCAA #: 19-20-06F Change Order #: 1

**Project Title:** Alternative Education Center Playground Equipment Installation

Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A

Architect: N/A Contractor: J2 Builders

**The Contractor is hereby authorized to do the following:**

Sawcut, Demo, and Haul away A-Curb from around primary playground to have flush PIP rubber with sidewalk. Adjust grades as necessary. In Kindergarten playground, Re-route all mainlines and laterals in playground area. Cut pipes and remove. Dig new trenches around playground to install new PVC pipe as directed. Flush new system and restore grade and turf as needed.

**Item # 1** \_\_\_\_\_

Requested By: District Increase/Decrease amount: \$18,000.00

Reason: The concrete curbing caused a safety hazard for kids entering and exiting the playground. The mainline was rerouted because it was directly under the play structure poles.

**Item # 2** \_\_\_\_\_

Requested By: \_\_\_\_\_ Increase/Decrease amount: \_\_\_\_\_

Reason: \_\_\_\_\_

**Item # 3** \_\_\_\_\_

Requested By: \_\_\_\_\_ Increase/Decrease amount: \_\_\_\_\_

Reason: \_\_\_\_\_

Original contract completion date:	<u>11/30/2019</u>	Original contract amount:	<u>\$185,000.00</u>
Increase/Decrease of days:	<u>5</u>	Increase/Decrease amount:	<u>\$ 18,000.00</u>
New contract completion date:	<u>12/5/2019</u>	New contract amount:	<u>\$203,000.00</u>

Approved by:

N/A \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
DSA Inspector of Record

N/A \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Architect / Engineer

N/A \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Construction/Project Manager

John Buck (J2 Builders) \_\_\_\_\_ Signature \_\_\_\_\_ Date 1/13/2020  
Contractor

Alex Rivera \_\_\_\_\_ Signature \_\_\_\_\_ Date 12-9-2019  
CVUSD Project Manager

Martin Silveira \_\_\_\_\_ Signature \_\_\_\_\_ Date 1/14/20  
Director, Maintenance, Operations & Construction

Greg Stachura \_\_\_\_\_ Signature \_\_\_\_\_ Date 1/15/2020  
Owner (Authorized Agent)



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

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

**SUBJECT: NOTICE OF COMPLETION FOR BID 18-19-12F, AYALA HS SAFETY AND SECURITY**

=====

**BACKGROUND**

On December 13, 2018, the Board of Education awarded Bid 18-19-12F, Ayala HS Safety and Security to RIS Electrical Contractors. All contracted work was completed on December 17, 2019. Contract summary is provided below.

<b>Original Bid Amount</b>	<b>Approved Change Orders</b>	<b>Total Contract</b>	<b>5% Retention Amount</b>
\$3,147,000.00	(\$96,604.44)	\$3,050,395.56	\$152,519.78

Documentation indicating satisfactory completion and compliance with specification has been obtained from: school site administrators; Jim DiCamillo, Architect/Engineer; Alan Bertschinger, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

**RECOMMENDATION**

It is recommended the Board of Education approve the Notice of Completion for Bid 18-19-12F, Ayala HS Safety and Security.

**FISCAL IMPACT**

None.

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Frank Arce, Director, Human Resources  
Isabel Brenes, Director, Human Resources

**SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS**

=====

**BACKGROUND**

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

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

NE:RR:FA:IB:mcm

**CERTIFICATED PERSONNEL**

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

**CERTIFICATED PERSONNEL FOR THE 2019/2020 SCHOOL YEAR**

**APPOINTMENT – EXTRA DUTY**

LY, Robert (NBM)	Band (B)	Canyon Hills JHS	02/07/2020
BARRETT, Bonnie (NBM)	Color Guard (B)	Ramona JHS	02/07/2020
NORMAN, Ericka (NBM)	Girls Basketball (GF)	Townsend JHS	02/07/2020
KAMINSKA PALARCZYK, Natalia (NBM)	Band (B)	Ayala HS	02/07/2020
MILES, Jacob (NBM)	Band (B)	Ayala HS	02/07/2020
RYMAR, Julian (NBM)	Band (B)	Ayala HS	02/07/2020
SCHUSTER, Jenna (NBM)	Swim (B)	Ayala HS	02/07/2020
WAINWRIGHT, Jordan (NBM)	Band (B)	Ayala HS	02/07/2020
VASQUEZ, Gerald (NBM)	Softball (B)	Chino HS	02/07/2020
KARGBO, Bunduaka (NBM)	Boys Soccer (GF)	Chino Hills HS	02/07/2020
KARGBO, Bunduaka (NBM)	Girls Soccer (GF)	Chino Hills HS	02/07/2020
GONZALES, Antonio (NBM)	Wrestling (GF)	Chino Hills HS	02/07/2020
NHIAL, Kristen (NBM)	Track & Field (B)	Chino Hills HS	02/07/2020
POTEET Jr., Ronald	Softball (GF)	Don Lugo HS	02/07/2020
		TOTAL:	\$12,774.00

**APPOINTMENT – EXTRA DUTY– DEPARTMENT CHAIR**

LAMB, Arlene	2-3 Grade Level Chair	Cortez ES	01/06/2020
		TOTAL:	\$1,302.26

**DELETE – EXTRA DUTY – DEPARTMENT CHAIR**

FALLS, Jamie	2-3 Grade Level Chair	Cortez ES	01/05/2020
		TOTAL:	\$-1,302.26

**APPOINTMENT – EXTRA DUTY – ACTIVITIES**

FARIAS, Victoria	Drill Team/Dance Advisor	Chino HS	12/13/2020
FARIAS, Victoria	Choreographer	Chino HS	12/13/2020
		TOTAL:	\$2,991.94

**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020**

HERNANDEZ, Amanda	NAPOLES, Marianne	SOHNS, Michelle
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**CLASSIFIED PERSONNEL**

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

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

**PROMOTION**

MOONEY, Christina	FROM: Attendance Clerk (GF) 8 hrs./195 work days TO: Registrar (GF) 8 hrs./213 work days	Ayala HS  Ayala HS	02/11/2020
VELHAGEN-DIZON, Claire	FROM: Central Kitchen Assistant I (NS) 6.5 hrs./181 work days TO: Nutrition Services Manager I (NS) 6 hrs./261 contract days	Woodcrest JHS  Cal Aero K-8	02/07/2020

**CHANGE OF ASSIGNMENT**

FREGOSO, Phoebe	FROM: Playground Supervisor (GF) 0.75 hrs./180 work days and Elementary Library/Media Center Assistant (C) 3.5 hrs./150 contract days TO: IA/Special Education (SELPA/GF) 5 hrs./181 work days	Magnolia JHS  Glenmeade ES  Dickson ES	02/11/2020
KORVER, Kayla	FROM: Nutrition Services Assistant II (NS) 2 hrs./181 work days TO: Nutrition Services Assistant II (NS) 3 hrs./181 work days	Chino HS  Chino HS	02/07/2020

**PERSONAL LEAVE OF ABSENCE**

GONZALEZ, Martha	Nutrition Services Assistant I (NS)	Newman ES	01/21/2020 through 02/21/2020
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**CLASSIFIED PERSONNEL** (cont.)

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
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**RESCIND CHANGE OF ASSIGNMENT**

MEDRANO, Jasmine	FROM: IA/Special Ed. (SELPA/GF) 3.5 hrs./181 work days TO: IA/Childhood Ed. (CDF) 3.6 hrs./180 work days	Magnolia JHS Rolling Ridge FC	01/17/2020
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**RESIGNATION DATE CORRECTION**

RODRIGUEZ, Nicole	IA/Special Education/SH (SELPA/GF)	Walnut ES	01/10/2020
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**RESIGNATION**

REYNOSA, Rhonda	IA/Special Education (SELPA/GF)	Chino Hills HS	01/10/2020
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**RETIREMENT**

NUNES, Idalina (30 Years of Service)	IA/Special Education (SELPA/GF)	Cal Aero K-8	02/29/2020
CALLAHAN-WINTERS, Noreen (5 Years of Service)	Typist Clerk II (GF)	Dickey ES	05/01/2020
SLIM, Vivian (13 Years of Service)	IA/Special Education (SELPA/GF)	Ayala HS	02/01/2020
CONTANT, Ellen (30 Years of Service)	Health Technician (GF)	Dickey ES	07/01/2020

**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2019, THROUGH JUNE 30, 2020**

BOGDON, George Jr.	HERRERA, Laura	LANTER, Rebecca
LEZAMA, Daniel	MONTELEONE, James	

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

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**Our Motto:**

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

**DATE:** February 6, 2020

**TO:** Members, Board of Education

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

**PREPARED BY:** Richard Rideout, Assistant Superintendent, Human Resources  
Frank Arce, Director, Human Resources  
Isabel Brenes, Director, Human Resources

**SUBJECT: STUDENT TEACHING AGREEMENT WITH WESTERN GOVERNORS UNIVERSITY**

=====

**BACKGROUND**

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with Western Governors University.

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

**RECOMMENDATION**

It is recommended the Board of Education approve the student teaching agreement with Western Governors University.

**FISCAL IMPACT**

None.

NE:RR:FA:IB:mcm



# Western Governors University

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

## STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

### Tier 1: Primary Partner

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

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

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

#### A. Definitions

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

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

#### B. Mutual Expectations

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

### C. Cooperating Teacher Standards

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

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - caring and considerate
  - affirming of diversity and cross-culturally competent
  - a reflective practitioner
  - equitable and fair
  - committed to the belief that all students can learn
  - collaborative
  - technologically proficient
  - professional in leadership

### D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, directly the District, for the Cooperating Teacher's services in the amount of \$150 for a placement less than 12 weeks long and \$300 for a placement 12 weeks or more. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities. The teacher candidate would need to provide to the University, evidence of a background check that includes information within the state of California or a Certificate of Clearance through the Commission on Teacher Credentialing (CTC) and evidence of TB clearance within 1 year.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.



- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

#### E. District Responsibilities

District, or school administrator, will:

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

#### F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.

- WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

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

**WGU**

**DISTRICT**

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

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

Title: Sr. Manager, Field Experience, Teachers College

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

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

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

**Point of Contact:**

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

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel

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

**Point of Contact:**

Email: [Jeannette\\_walsh@chino.k12.ca.us](mailto:Jeannette_walsh@chino.k12.ca.us)

Phone: (909) 628-1202, ext. 1113

For legal notices:

**Chino Valley Unified School District**

**Our Motto:**

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

**DATE:** February 6, 2020  
**TO:** Members, Board of Education  
**FROM:** Norm Enfield, Ed.D., Superintendent  
**PREPARED BY:** Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support  
**SUBJECT:** **SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS WILLIAMS FINDINGS DECILE 1-3 SCHOOLS SECOND QUARTERLY REPORT 2019/2020**

=====  
**BACKGROUND**

California Education Code 1240 requires that the San Bernardino County Superintendent of Schools visit all decile 1-3 schools (Williams monitored schools currently based on the 2012 Academic Performance Index and all Quality Education Investment Act schools) identified in the county and report the results of findings on a quarterly basis to ensure compliance with the Williams Legislation. The San Bernardino County Superintendent of Schools office is required to file quarterly reports on schools' progress in rectifying any findings.

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

**RECOMMENDATION**

It is recommended the Board of Education receive for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Second Quarterly Report 2019/2020.

**FISCAL IMPACT**

None.

NE:LF:rtr



January 15, 2020

Dr. Norm Enfield, Superintendent  
Chino Valley Unified School District  
5130 Riverside Drive  
Chino, CA 91710-4130

Dear Dr. Enfield,

California Education Code section 1240 requires that I annually visit all deciles 1-3 schools (*Williams*-monitored schools currently based on the 2012 Academic Performance Index [API]) identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report serves as your district's *second quarterly report* for the 2019/20 fiscal year.

Education Code section 1240 (c)(2)(G) also requires that the results of the visits and/or reviews be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please be sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

In summary, there are no findings to report in the following areas:

**1. Instructional Materials**

The instructional materials sufficiency reviews were conducted during the first quarter of the 2019/20 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2019.

**2. School Facilities**

The facilities inspections were conducted during the first quarter of the 2019/20 fiscal year as part of the *Williams* site visitations and the findings were reported in the first quarterly reports generated in October 2019.

**3. Teacher Assignments**

The annual assignment monitoring and review process for the 2019/20 fiscal year began November 1, 2019, and concludes by report to the California Commission on Teacher Credentialing on June 30, 2020. The final teacher assignment information will be provided in the fourth quarterly report.

My findings are as follows:

**4. School Accountability Report Cards (SARC)**

2017/18 SARCs published in the 2018/19 school year were reviewed for accuracy of information pertaining to the quality, currency and availability of instructional materials, and facilities good repair. Preliminary findings were provided to districts with an opportunity for revision and resubmission, as appropriate. Upon final review, no inaccuracies were reported for any of your district's *Williams*-monitored sites.

On behalf of the SBCSS *Williams* team, it has been a pleasure to work in partnership with you and the staff of the Chino Valley Unified School District.

Sincerely,



Ted Alejandre  
County Superintendent

cc: Mr. Joe Schaffer, Board President  
Mrs. Lea Fellows, *Williams* Liaison  
Ms. Regan Rico, SARC Contact  
Mr. Richard De Nava, SBCSS Assistant Superintendent, Business Services  
Ms. Barbara Alejandre, SBCSS Chief Intergovernmental Relations Officer  
Ms. Supriya Barrows, SBCSS Legislative Services Manager  
Ms. Cheryl Varela, SBCSS Credentials Manager