



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

February 20, 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
4:40 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
February 20, 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 – 4:40 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. Conference with Real Property Negotiators (Government Code 54956.8): Property: APN #1019-511-06, APN #1019-441-03, APN #1019-441-04 and APN #1019-511-04. Agency negotiator: Terry Tao, Esquire. Under negotiation: Terms and Price. (15 minutes)
- c. Student Readmission Matter (Education Code 35146, 48916 (c)): Readmission Case 18/19-18. (5 minutes)
- d. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 19/20-29, 19/20-30, 19/20-31, 19/20-32, and 19/20-33. (25 minutes)
- e. Public Employee Discipline/Dismissal/Release (Government Code 54957): (30 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

I.C. STAFF REPORT

1. LCAP Annual Update: English Learner Progress Indicator

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

The proceedings of this meeting are being recorded.

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

I.G. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. 2020 California School Boards Association Delegate Assembly Election

Page 8

Recommend the Board of Education vote for no more than six (6) candidates to the California School Boards Association Delegate Assembly, subregion 16-B.

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

II.A.2. 2020 Richard Gird Educational Hall of Fame Inductee

Page 9

Recommend the Board of Education approve Michael Finkbiner as the 2020 Richard Gird Educational Hall of Fame employee category recipient.

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

II.B. FACILITIES, PLANNING, AND OPERATIONS

II.B.1. Approval of the Grant of the Corporation Property from the Chino Unified School District Land Acquisition Corporation and Acceptance of said Real Property Subject to Confirmation of the Release of any and all Encumbrances on the Corporation Property and Delegate Authority to the Superintendent or the Superintendent's Designee to Execute the Public Agency Certificate of Acceptance and to do any and all Things Necessary to Execute and Deliver any and all Documents Which the Superintendent or the Superintendent's Designee, in Consultation with Legal Counsel, May Deem Necessary or Advisable in Order to Consummate the Acceptance of the Corporation Property

Page 10

Recommend the Board of Education approve the grant of the Corporation Property from the Chino Unified School District Land Acquisition Corporation and acceptance of said real property subject to confirmation of the release of any and all

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

encumbrances on the Corporation Property, and delegate authority to the Superintendent or the Superintendent's designee to execute the Public Agency Certificate of Acceptance and to do any and all things necessary to execute and deliver any and all documents which the Superintendent or the Superintendent's designee, in consultation with legal counsel, may deem necessary or advisable in order to consummate the acceptance of the Corporation Property.

II.B.2. Delegate Approval to the Superintendent or Designee to Finalize the Terms of the Joint Occupancy Agreement, Ground Lease, and Construction Services Agreement with Xebec Building Company in Response to Request for Proposal 18-19-07, Joint Occupancy

Page 16

Recommend the Board of Education delegate approval to the Superintendent or designee to finalize the terms of the Joint Occupancy Agreement, Ground Lease, and Construction Services Agreement with Xebec Building Company in response to Request for Proposal 18-19-07, Joint Occupancy.

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

II.B.3. Resolution 2019/2020-38, Authorizing Public Sale of Property (Galstian Site)

Page 150

Recommend the Board of Education adopt Resolution 2019/2020-38, Authorizing Public Sale of Property (Galstian Site).

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

II.C. HUMAN RESOURCES

II.C.1. Resolution 2019/2020-37 Release of Temporary Certificated Employees

Page 156

Recommend the Board of Education adopt Resolution 2019/2020-37 Release of Temporary Certificated Employees, and authorize the Superintendent or his designee to send Notice of Release to employees affected with effective date of June 30, 2020.

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

III. CONSENT

Motion ___ Second ___
Preferential Vote: ___
Vote: Yes ___ No ___

III.A. ADMINISTRATION

III.A.1. Minutes of the February 6, 2020 Regular Meeting

Page 158 Recommend the Board of Education approve the minutes of the February 6, 2020 regular meeting.

III.A.2. Resolution 2019/2020-39 In Support of 2020 Census

Page 165 Recommend the Board of Education adopt Resolution 2019/2020-39 In Support of 2020 Census.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 168 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 169 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 172 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 174 Recommend the Board of Education approve payment for legal services to the law office of The Tao Firm.

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

III.C.1. Student Readmission Case 18/19-18

Page 175 Recommend the Board of Education approve admission case 18/19-18.

III.C.2. Student Expulsion Cases 19/20-29, 19/20-30, 19/20-31, 19/20-32, and 19/20-33

Page 176 Recommend the Board of Education approve expulsion cases 19/20-29, 19/20-30, 19/20-31, 19/20-32, and 19/20-33.

III.C.3. School-Sponsored Trips

Page 177 Recommend the Board of Education approve/ratify the following school-sponsored trips: Briggs K-8, Ayala HS, Chino HS, and Don Lugo HS.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 179 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 180 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 183 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolution 2019/2020-36, Authorization to Utilize a Piggyback Contract

Page 185 Recommend the Board of Education adopt Resolution 2019/2020-36, authorization to utilize a piggyback contract.

III.D.5. Notice of Completion for CUPCCAA Project

Page 189 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Project.

III.D.6. Change Orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project

Page 190 Recommend the Board of Education approve change orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

III.D.7. Bid 19-20-24F, Chino HS Reconstruction Phase I—PKG #20 HVAC Rebid

Page 200 Recommend the Board of Education award Bid 19-20-24F, Chino HS Reconstruction Phase I—Pkg #20 HVAC Rebid, to West-Tech Mechanical, Inc.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 202 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claims

Page 206 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

III.E.3. Comprehensive School Safety Plan for Each School

Page 207 Recommend the Board of Education approve the Comprehensive School Safety Plan for each school.

III.E.4. Speech Pathologist Fieldwork Agreement with Baylor University

Page 208 Recommend the Board of Education approve the speech pathologist fieldwork agreement with Baylor University.

IV. INFORMATION

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

IV.A.1. New Course: Engineering Essentials (PLTW)

Page 214 Recommend the Board of Education receive for information the new course Engineering Essentials.

IV.A.2. New Course: Hospitality Senior Project

Page 220 Recommend the Board of Education receive for information the new course Hospitality Senior Project.

IV.A.3. Revision of French 3 Honors Course

Page 225 Recommend the Board of Education receive for information the revision of the French 3 Honors course.

IV.A.4. Revision of Health Course

Page 235 Recommend the Board of Education receive for information the revision of the Health course.

IV.A.5. Revision of Mandarin 3 Honors Course

Page 248 Recommend the Board of Education receive for information the revision of the Mandarin 3 Honors course.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: February 20, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: **2020 CALIFORNIA SCHOOL BOARDS ASSOCIATION DELEGATE ASSEMBLY ELECTION**

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BACKGROUND

Ballots have been received for the 2020 California School Boards Association Delegate Assembly Election, along with the biographical sketch forms for the candidates, which have been provided under separate cover. The Board of Education may vote for no more than six (6) candidates in the election. The ballots must be postmarked by March 16, 2020. Delegates will serve two-year terms beginning April 1, 2020, through March 31, 2022. Candidates and their district/county office will be contacted if there is a run-off. Following are the eleven (11) candidates for subregion 16-B:

- _____ Heather Allgood (Helendale SD)
- _____ Christina Cameron-Otero (Needles USD)*
- _____ Henry Cowles (Cucamonga SD)
- _____ Barbara Dew (Victor Valley Union HSD)*
- _____ Gary Elder (Victor ESD)
- _____ Barbara Flores (San Bernardino City USD)
- _____ Cindy Gardner (Rim of the World USD)*
- _____ James O’Neill (Redlands USD)*
- _____ Wilson So (Apple Valley US)*
- _____ Michael Snellings (Yucaipa-Calimesa Joint USD)
- _____ Paul Zamoyta (Bear Valley USD)

Provision for write-in candidate name and school district

*Denotes incumbent.

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

RECOMMENDATION

It is recommended the Board of Education vote for no more than six (6) candidates to the California School Boards Association Delegate Assembly, subregion 16-B.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 20, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
**SUBJECT: 2020 RICHARD GIRD EDUCATIONAL HALL OF FAME
INDUCTEE**

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BACKGROUND

The Richard Gird Educational Hall of Fame Bylaws, under “Induction,” state that the Board of Education will take action on Committee nominations to the Hall of Fame. As such, the Committee solicited nominations, and carefully considered all nominees who met the criteria for induction. The following individual is being recommended as an inductee to the Richard Gird Educational Hall of Fame 2020.

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

RECOMMENDATION

It is recommended the Board of Education approve Michael Finkbiner as the 2020 Richard Gird Educational Hall of Fame employee category recipient.

FISCAL IMPACT

None.

NE:pk

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: February 20, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **APPROVAL OF THE GRANT OF THE CORPORATION PROPERTY FROM THE CHINO UNIFIED SCHOOL DISTRICT LAND ACQUISITION CORPORATION AND ACCEPTANCE OF SAID REAL PROPERTY SUBJECT TO CONFIRMATION OF THE RELEASE OF ANY AND ALL ENCUMBRANCES ON THE CORPORATION PROPERTY AND DELEGATE AUTHORITY TO THE SUPERINTENDENT OR THE SUPERINTENDENT'S DESIGNEE TO EXECUTE THE PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE AND TO DO ANY AND ALL THINGS NECESSARY TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS WHICH THE SUPERINTENDENT OR THE SUPERINTENDENT'S DESIGNEE, IN CONSULTATION WITH LEGAL COUNSEL, MAY DEEM NECESSARY OR ADVISABLE IN ORDER TO CONSUMMATE THE ACCEPTANCE OF THE CORPORATION PROPERTY**

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BACKGROUND

The Chino Unified School District Land Acquisition Corporation holds title to a 13.75-acre property, also known as the Yorba property. In connection with the Joint Occupancy Project to develop the Yorba Property the District needs to hold title to the Property in compliance with the Education Code requirements for joint occupancy projects.

Accordingly, the Chino Unified School District Land Acquisition Corporation will grant title to the Chino Valley Unified School District any and all portions of the Property to which the Chino Unified School District Land Acquisition Corporation currently holds title (the "Corporation Property").

Pursuant to Government Code section 27281, deeds or grants conveying any interest in real estate to a governmental agency for public purposes cannot be accepted for recordation without the consent of the governmental agency evidenced by its certificate of acceptance attached to or printed on the deed or grant. The Board can delegate authority to the Superintendent or the Superintendent's designee to execute the Public Agency Certificate of Acceptance and to do any and all things necessary to execute and deliver any and all documents which the Superintendent or the Superintendent's designee, in consultation with legal counsel, may deem necessary or advisable in order to consummate the acceptance of the Corporation Property.

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

RECOMMENDATION

It is recommended the Board of Education approve the grant of the Corporation Property from the Chino Unified School District Land Acquisition Corporation and acceptance of said real property subject to confirmation of the release of any and all encumbrances on the Corporation Property, and delegate authority to the Superintendent or the Superintendent's designee to execute the Public Agency Certificate of Acceptance and to do any and all things necessary to execute and deliver any and all documents which the Superintendent or the Superintendent's designee, in consultation with legal counsel, may deem necessary or advisable in order to consummate the acceptance of the Corporation Property.

FISCAL IMPACT

None.

NE:GJS:pw

Recording Requested by, and when recorded,
please return this deed to:
Chino Valley Unified School District
Attn: Superintendent
5130 Riverside Drive
Chino, CA 9391710-4130

(Space above for Recorder's Use)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of
a documentary transfer tax pursuant to Revenue
and Taxation Code Section 11922

This document is being recorded
for the benefit of the Chino Valley
Unified School District and is
exempt from the payment of a
recording fee pursuant to Govt.
Code Section 6103

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CHINO UNIFIED SCHOOL DISTRICT LAND ACQUISITION CORPORATION, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California ("Grantor"), hereby grants to the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California its successors and assigns ("Grantee"), all right, title and interest of Grantor in that certain real property located in the City of Chino, County of San Bernardino, State of California and described by its legal description attached hereto as Exhibit "A," incorporated herein by this reference:

IN WITNESS WHEREOF, the CHINO UNIFIED SCHOOL DISTRICT LAND ACQUISITION CORPORATION has executed this Grant Deed as of the date set forth below.

Date: _____

THE CHINO UNIFIED SCHOOL DISTRICT
LAND ACQUISITION CORPORATION
("Grantor")

By: _____
[name]
[title]

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 51, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CHINO, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THE SOUTH ONE-HALF THEREOF.

NOTE: AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF ADJOINING STREETS AS SHOWN ON SAID MAP.

APN: 1019-511-06-0-000

PARCEL 2:

THE SOUTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

APN: 1019-441-03-0-000

PARCEL 3:

THE NORTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

EXCEPTING THEREFROM THE EASTERLY 5 FEET OF THE NORTHERLY 55 FEET OF LOT 46, AND THE EASTERLY 5 FEET OF THE SOUTHERLY 55 FEET OF THE NORTHERLY 162 FEET OF SAID LOT 56, AS CONVEYED TO THE CITY OF CHINO, A MUNICIPAL CORPORATION, FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED MAY 18, 1962 IN BOOK 5702, PAGE 175 OFFICIAL RECORDS.

APN: 1019-441-04-0-000

Map

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from the CHINO UNIFIED SCHOOL DISTRICT LAND ACQUISITION CORPORATION, a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the CHINO VALLEY UNIFIED SCHOOL DISTRICT pursuant to authority conferred by action of the Governing Board of the CHINO VALLEY UNIFIED SCHOOL DISTRICT adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 20, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: DELEGATE APPROVAL TO THE SUPERINTENDENT OR DESIGNEE TO FINALIZE THE TERMS OF THE JOINT OCCUPANCY AGREEMENT, GROUND LEASE, AND CONSTRUCTION SERVICES AGREEMENT WITH XEBEC BUILDING COMPANY IN RESPONSE TO REQUEST FOR PROPOSAL 18-19-07, JOINT OCCUPANCY

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BACKGROUND

The Request for Proposal (RFP) process requires vendors to submit proposals within a framework created to fit the District's unique needs. The District is able to customize the services to be purchased on its specific needs, receive better responses, screen vendors more effectively, and ultimately receive a better product or solution for less money.

RFP 18-19-07, Joint Occupancy was published in the Chino Champion on August 4 and 11, 2018, to seek proposals from qualified parties for the development and joint occupancy of 18.25 acres of property commonly known as the Yorba Property (13.75 acres) and APN # 1019-441-06-0000 (4.5 acres) commonly known as the Ramona property. Specifically, the awarded respondent will build a 60,000 square foot District administrative office building for District use and a 300,000 square foot warehouse building which they will in turn lease out to another party.

Proposals were received, opened and reviewed on November 2, 2018, at 1:00 p.m. Five companies submitted proposals for evaluation and consideration: CRG Real Estate Solutions; Hillwood Company; Kearny Real Estate Company; Proficiency Capital LLC; and Xebec Building Company.

The criteria used to evaluate the RFPs received were: City of Chino Projects 20%; Ground Lease Projects 20%; Public Agency Projects 20%; Build at No Cost to District/Maximum Dollar Amount 20%; Tenant Improvements Included 20%. All proposals received were deemed responsive with Xebec Building Company ranked as the most responsive.

The Joint Occupancy Agreement anticipates Xebec Building Company will be responsible for all development, costs, re-zoning, local, state and other approvals for the Project.

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

RECOMMENDATION

It is recommended the Board of Education delegate approval to the Superintendent or designee to finalize the terms of the Joint Occupancy Agreement, Ground Lease, and Construction Services Agreement with Xebec Building Company in response to Request for Proposal 18-19-07, Joint Occupancy.

FISCAL IMPACT

None.

WMJ:GJS:pw

JOINT OCCUPANCY AGREEMENT

FOR

DISTRICT OFFICE PROJECT

Between

CHINO VALLEY UNIFIED SCHOOL DISTRICT

and

YORBA XC, LLC., A DELAWARE CORPORATION

Dated: February __, 2020

JOINT OCCUPANCY AGREEMENT FOR DISTRICT OFFICE PROJECT

This Joint Occupancy Agreement (“**JOA**” or sometimes “**Agreement**”) is made as of February __, 2020 (“**Effective Date**”), by and between the Chino Valley Unified School District, a California School District organized and existing under the laws of the State of California (the “**District**”), and Yorba XC, LLC., a Delaware Corporation operating under the laws of the State of Delaware (the “**Developer**”).

1. GENERAL INTENT

- 1.1 The Board of Education has designated, for development, 18.25 acres of property comprised of (a) the Yorba Property (13.75 acres) as more fully described and set forth on **Exhibit A** (the “**Yorba Property**”); and (b) an approximate 4.5 acre parcel APN 1019-441-06-0000 north of of the Buena Vista High School located at 13509 Ramona Ave., Chino, CA 91710 as more fully set forth and described in **Exhibit B** (the “**Ramona Property**” and collectively with the Yorba Property, the “**Property**”). A full legal description and illustrative site plan is attached as **Exhibit G** to this Agreement. Pursuant to Education Code Section 17515 et. seq. the Board of Education has issued RFP 18-19-07 (the “**RFP**”), advertised in a newspaper of general circulation and received multiple proposals in response to the RFP.
- 1.2 The Board of Education considered numerous options to address the use of the Property including sale, lease, and various development options and ultimately decided to proceed under Education Code section 17515 et. Seq., and advertised for proposals for construction of a District office upon the Ramona Property, to be financed through a 66-year ground lease
- 1.3 Under Education Code Section 17515, District owned properties may be jointly occupied by the District and a corporation. In the Joint Occupancy requirements, Developer will construct improvements as addressed in this JOA, a Construction Services Agreement and a Lease. All buildings constructed under the JOA revert to the District at the end of the Lease. This JOA is in the best interests of the District. All requirements under Education Code Section 17524 have been met.
- 1.4 The RFP was issued seeking proposals for development of the Property and construction of a new approximately 60,000 square foot District Office (“**District Office**”) on the Ramona Property based on certain design development plans prepared for the District by WLC Architects which are attached to the RFP as Addendum 1. The RFP required Developer to develop conforming construction documents from a set of design development documents prepared by WLC. A two (2) year schedule for construction of the District Office is anticipated and further addressed in the terms of the Construction Services Agreement by and between District and Developer (the “**CSA**”, attached hereto as **Exhibit C**). The development of the District Office as more fully detailed in the CSA and the “**Districts’ Plans and Specifications**” (attached as Exhibit J to the CSA), is referred to herein as the “**District Office Project**.”
- 1.5 Capitalized terms used in this JOA which are not otherwise defined herein shall have the meaning ascribed to them in the CSA.
- 1.6 Developer provided the successful response to RFP agreeing to develop the 60,000 SF District Office in exchange for (a) a 66-year ground lease in favor of Developer for the remaining property (i.e the Yorba Property), coupled with an option to enter into a subsequent lease term (as more fully set forth in **Exhibit D** hereto, the “**Ground Lease**”) and (b) the right, but not the obligation, to develop and construct upon the Yorba Property, at Developer’s sole expense, an industrial building(s) on the basis of such design and plans as Developer determines in its sole discretion (provided Developer complies with applicable law and code), (together with any improvements made upon the Yorba Property by Developer, its agents, contractors, subcontractors and/or employs, the “**Developer Building**”; and in reference to the construction and development of such Developer

Building, the “**Developer Project**”). A copy of Developer’s response to RFP is attached and incorporated into this Agreement as **Exhibit “H”**. The Developer Project and District Office Project, shall be collectively referred to herein as the “**Projects**.”

- 1.7 During the term of the Ground Lease insofar as it covers the Yorba Property, title and ownership to the Developer Building shall be vested exclusively as Developer’s personal property, with all rights appurtenant to such ownership including without limitation the right to hold, maintain, sell, demise, lease, sublease, mortgage, encumber, hypothecate, collateralize, and/or otherwise dispose of all or any portion of the Developer Building. Upon the expiration of the Term (as defined in the Ground Lease) of the Ground Lease as it relates to the Yorba Property, title to the Developer Building shall vest in the District.
- 1.8 As more fully set forth in the Ground Lease, the Ground Lease shall also initially cover the Ramona Property. It is agreed that upon the satisfactory Substantial Completion and acceptance by the District of the District Office Project, title to the District Office shall vest in the District as its personal property, free and clear of all liens and encumbrances, and that portion of the Ground Lease relating to the Ramona Property, only, will terminate.
- 1.9 Developer shall be responsible for all entitlements, [California Environmental Quality Act Compliance], local and State oversight authority compliance and shall perform all development as a Turn Key operation. Developer agrees that the Developer Project shall be subject to and comply with all applicable law, zoning, and building codes. Financing to be obtained by Developer from a third party lender, secured by among other things the leasehold estate in the Yorba Property and Ramona Property created by the Ground Lease, shall finance Developer’s development of the District Office Project and Developer Project .
- 1.10 Pursuant to Education Code Section 17524, the Board of Education concludes that the proposal submitted by Developer best meets the needs of the District and has been submitted and approved by the State Board of Education.
- 1.11 With respect to the District Office Project, Developer agrees to initially submit an irrevocable letter of credit in the amount of \$250,000 to guarantee Developer’s performance of the District Office Project until and through Developer’s commencement of Work (as defined in the CSA) on the District Office Project. Upon commencement of Work on the District Office Project, Developer shall furnish, or cause its Contractor to furnish, to District a payment and performance bond as more fully specified in Section 35.13 of the CSA, whereupon the aforementioned irrevocable letter of credit shall be immediately and fully released by District.
- 1.12 The Board of Education in its consideration of the substantial evidence available to the District staff and through the Board’s own research has determined that this Joint Occupancy project is in the best interests of the District and provides the best value for the construction of a new District Office. The Board of Education further finds that the process of advertising and responding to RFP’s has provided the best value for the District and the selection process was conducted in an unbiased fair manner. There is no financial, political, or other relationship between Developer and District and the Developer is subject to no Prohibited Interests as specified in Article 7 of this Agreement.
- 1.13 Developer and District, pursuant to this JOA have also entered into the CSA for the purposes of memorializing the rights and obligations with respect to the development and construction of the District Office Project. The CSA is attached hereto as **Exhibit “C”** and fully incorporated into this JOA.
- 1.14 Developer represents that Contractor is uniquely experienced in entitlements and construction of the type of building that will be the District Office, is experienced with the various applicable other State and local agencies that have jurisdiction over the District Office Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work as more fully set forth in this Agreement.

- 1.15 Developer has thoroughly performed its Due Diligence as defined in Articles 4 and 5 of the CSA pursuant to the Proposal for Joint Occupancy agreement, dated September 11, 2019 executed by the District and Xebec Realty Partners, LLC, has investigated the site conditions, and reviewed the Schematic Design Documents to establish that the District Office Project is financially viable. Developer has the capability to perform and construct the District Office Project and obtaining financing for the construction of same through the Developer Project and Ground Lease. To the best of Developer's determination as of the Effective Date, there are no known problems with respect to the site conditions or the Schematic Design Documents.
- 1.16 Since the Developer has entered into a negotiated JOA and the Ground Lease and is performing this Agreement as the tenant of the Property, Developer understands and agrees that:
- 1.16.1 Public Contract Code Section 4100 et seq. addressing subcontractor listing shall not apply to the District Office Project.
- 1.16.2 Public Contract Code Section 20111 addressing competitive bidding do not apply to the District Office Project.
- 1.16.3 Public Contract Code Section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease with Construction Services Agreement terms which provide requirements for the District Office Project. The Contractor agrees and acknowledges that it has had opportunity throughout the Due Diligence process and negotiation of the Ground Lease and related agreements to propose any changes or substitutions, and warrants that, provided District requests no changes to the District Office Project, it shall propose no further changes or substitutions pursuant to Public Contract Code Section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.
- 1.16.4 The requirements in Public Contract Code section 22300 shall not apply.
- 1.17 Collectively, the JOA, the Ground Lease, and the CSA (collectively, the "Master Documents") set forth the parties' collective and entire agreement with respect to the subject matter set forth therein, and each are incorporated by reference into the other.

2. TITLE TO WORK

Title to all work completed pursuant to the CSA and in the course of construction, and title to and ownership of all materials and the buildings constructed in the District Office Project, including the District Office, shall vest exclusively in District upon Substantial Completion and acceptance by District of the District Office Project. Title to and ownership of all materials and buildings constructed, if any, in the Developer Project, including the Developer Building, shall vest exclusively in the District upon the expiration of the Term (as defined in the Ground Lease) of the Ground Lease as it relates to the Yorba Property, as such Ground Lease may be renewed or extended, as more fully set forth in the Ground Lease.

Notwithstanding anything to the contrary, Developer's personal property, trade fixtures and equipment, which are not permanently affixed to the Property shall remain the property of Developer and may be removed by Developer upon the expiration of the Ground Lease. Developer shall repair at its sole cost any damages caused by such removal.

3. IRREVOCABLE LETTER OF CREDIT; BOND.

With respect to the District Office Project, upon the Effective Date of this JOA, Developer agrees to initially submit an irrevocable letter of credit in the amount of \$250,000 to guarantee Developer's performance of the District Office Project until and through Developer's commencement of Work (as defined in the CSA) on the District Office Project. Upon commencement of Work on the District Office Project, Developer shall furnish, or cause its Contractor to furnish, to District a payment and performance as more fully specified in Section 35.13 of the CSA, whereupon the aforementioned irrevocable letter of credit shall be immediately and fully released by District.

4. EQUAL OPPORTUNITY CLAUSE

The Developer herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 4.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
- 4.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 4.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 4.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);
- 4.5 American with Disabilities Act (ADA) (See Article 38 of the CSA); and
- 4.6 Any other laws or regulations prohibiting discrimination as may be applicable to Developer.

5. TERMINATION

5.1 Termination for Breach.

- 5.1.1 The following shall constitute an "Event of Default" under this JOA: (a) if the Developer is in Default (as defined in the Ground Lease, or CSA respectively) of the Ground Lease or the CSA, in each case beyond any and all applicable notice and cure periods, or (b) if the Developer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver is appointed to take possession of substantially all of Developer's assets, on account of its insolvency and possession of such assets is not restored to Developer within ninety (90) days after appointment of such receiver. Upon an Event of Default, the District may serve written notice upon the Developer of the District's intention to terminate this Joint Occupancy Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this JOA and a statement to that effect that the Developer's right to perform work on the Project shall cease and terminate upon the expiration of thirty (30) days unless such breaches have been cured or arrangements satisfactory to the District have been made for the cure of such breaches; provided, however, that if the nature of such breach is such that more than thirty (30) days are required for its cure, then it shall not be deemed to be an Event of Default (and the District shall have no

right to terminate this JOA) if the Developer commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

5.1.2 In the event of an uncured Event of Default by Developer under this JOA, the District shall have the right to take over and perform the JOA in order to complete the Projects. No bidding will be required to take over and complete the District Office Project due to the difficulty in bidding, the uniqueness of the Project, the unusual financing arrangement, and the fact the Project is partially complete. In the event of an uncured Event of Default, (a) The Ground Lease and CSA shall each be terminated as more particularly set forth in such documents, and upon such termination the District shall have the right to take over the performance of Work subject to Surety rights under the CSA within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Developer.

5.1.3 In the event that the District elects to obtain an alternative performance of the CSA, after terminating the Ground Lease for an uncured Event of Default by Developer, the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Developer that are on the site and reasonably necessary for such completion.

5.2 Assignment of Subcontractors and Suppliers. If the JOA is terminated due to an uncured Event of Default, pursuant to Paragraph 5.1, Developer shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders as the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Developer shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

5.3 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Developer agrees to continue the work diligently to Completion and shall neither rescind nor terminate this Agreement, subject to the terms and conditions of the CSA.

5.4 Termination for Convenience.

5.4.1 The District may terminate performance of the CSA and District Office Project in whole or, from time to time, in part, if the District determines that a termination is in the District's interest (a "**Termination for Convenience**" or "**Terminate for Convenience**"); provided however that the District may only Terminate for Convenience, pursuant to this Paragraph 5.4 and its subsections, prior to the earlier to occur of (a) the date demolition permit(s) on either of the Projects issue (or become available for issuance upon payment of any applicable fee) or (b) Developer's commencement of Work on the District Project (collectively, the "**Cutoff Date**"). After the Cutoff Date, the District shall have no right to Terminate for Convenience all or any portion of the CSA or District Office Project, .

5.4.2 The District may terminate for convenience all or any part of the District Office Project or CSA, upon delivery to the Developer of a "**Notice of Termination for Convenience**" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination (the "**Termination For Convenience Date**").

- 5.4.3 After receipt of Notice of Termination for Convenience, and except as directed by the District's Representative in writing, the Developer shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
- 5.4.3.1 Stop Work with respect to the District Office Project and CSA as specified in the Notice of Termination.
 - 5.4.3.2 Complete any work specified in the Notice of Termination for Convenience in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - 5.4.3.3 Leave the Ramona Property and any improvements constructed thereon in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - 5.4.3.4 Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
 - 5.4.3.5 Place no further subcontracts or orders, except as necessary to complete the continued portion of the CSA.
 - 5.4.3.6 Submit to the District's Representative, within ten (10) days from the Termination for Convenience Date, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Developer for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Developer solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Developer is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Termination for Convenience Date; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
 - 5.4.3.7 Submit profit and loss statement providing breakdown of costs, profit, financing costs, income, and projected income for the District Office Project.
- 5.4.4 Termination for Convenience shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed under the CSA.
- 5.4.5 In the event that either (a) the District Office Project is Terminated for Convenience, whether in whole or in part, (b) the District Default(s) (as defined in the Ground Lease) under the Ground Lease or (c) Developer terminates the CSA as provided in Section 5.5 below:
- 5.4.5.1 Developer, in its sole and absolute discretion, by delivery of written notice to the District within thirty (30) days after the District Office Project is Terminated for Convenience or Developer terminates the CSA, may elect to either (i) maintain, and be vested in, its right to develop and complete the Developer Project on the Yorba Property (the "**Yorba Development Right**"), or (ii) terminate the Yorba Development Right and the Developer Project, in which case the Ground Lease shall

terminate in its entirety; (Developer's failure to timely provide the foregoing notice shall constitute Developer's election to maintain the Yorba Development Right); and

5.4.5.2 In the event Developer elects to maintain the Yorba Development Right, the Ground Lease with respect to the Yorba Property shall remain in full force; provided however that, in the event of a Termination for Convenience of the entire District Office Project [which termination occurs prior to the Cutoff Date], the Developer shall pay Fair Market Rent (as defined in the Ground Lease) for the Yorba Property, in lieu of the Initial Rent, from and after the Termination for Convenience Date (as more fully set forth at Paragraph 7(a) of the Ground Lease.).

5.4.5.3 the District shall promptly pay the Developer, upon the Developer's submission of the documentation required by this provision, and other applicable provisions of the CSA, the following amounts not already paid to Developer:

- a. All actual expenses, fees and costs (including but not limited to all entitlement, permitting, licensing, environmental, lender, financing, due diligence, expert, consulting, and hard and soft construction expenses fees and costs) associated with (i) the District Office Project and (ii) if Developer elects to terminate the Yorba Development Right, the Developer Project (collectively the "Actual Costs").
- b. A reasonable allowance for profit on the cost of the work on the District Office Project and, if Developer elects to terminate the Yorba Development Right, the Developer Project, performed and not otherwise paid for by the District, in the amount of ten percent (10%) of the Actual Costs.
- c. A reasonable allowance for Developer's administrative costs in the amount of ten percent (10%) of the Actual Costs

5.5 Termination of Agreement by Developer. The Developer may terminate the CSA upon ten (10) days written notice to the District, whenever there is a breach by District under the CSA. Nothing contained in this JOA (including, but not limited to, the provisions of Section 5.4.5 above, shall limit, or be deemed a waiver of, any of Developer's rights and remedies under the CSA as a result of District's breach of the CSA.

6. PATENTS, ROYALTIES, AND INDEMNITIES.

The Developer shall hold harmless the District and its officers, agents, and employees from and against any claims including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in Developer's performance of the CSA, except to the extent a method or means was specifically required by the Contract Documents.

7. INTENTIONALLY DELETED

8. INDEMNIFICATION

Developer shall defend, indemnify and hold harmless District, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses (collectively, "Claims") of any kind arising from death, personal injury, or property damage based or asserted upon any negligence, willful misconduct or breach by Developer (or its agents, contractors, sub-contractors and employs) in the performance of Work or service under this JOA or the Contract Documents (as defined in the CSA), except for Claims resulting from the sole or active negligence, or the willful misconduct of the District, or relating to Developer's mere discovery of pre-existing conditions at the Property (e.g., environmental contamination). As part of this indemnity, Developer shall protect and defend, at its own expense, District, Architect, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such negligence, willful misconduct or breach or as otherwise required by this Article.

Developer shall ensure that its contract with each of its Contractors and Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Developer, Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents and independent contractors hereunder shall include any and all claims, damages, and costs relating to the failure of the Developer, Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

- 8.1 Any dispute between Developer, Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Developer (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

9. INTENTIONALLY DELETED

10. EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District.

11. PROHIBITED INTERESTS

The District represents and warrants that, at all times, no official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with any aspect of the Joint Occupancy Agreement, shall be or become directly or indirectly interested financially in the JOA, Lease, CSA, Board of Education or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in the JOA, Lease, CSA, Construction Services Agreement or in any part thereof.

12. FURTHER ASSURANCES

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

13. INTEGRATION/MODIFICATION

The JOA, CSA, and Ground Lease, collectively represent the entire understanding of District and Developer as to those matters contained therein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and shall not be amended, altered or changed except by a written agreement signed by the parties hereto. Each of the Master Documents are incorporated by reference into the other.

14. SEVERABILITY.

The invalidity of any provision of this JOA as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

15. BINDING EFFECT; CHOICE OF LAW.

This JOA shall bind the Parties, their personal representatives, successors and assigns. This JOA shall be governed by the laws of the State of California.

16. ATTORNEY'S FEES.

In the event that it becomes necessary for either party to initiate legal proceedings to enforce or interpret any provision of this JOA, the prevailing party in such action or proceeding shall be entitled to its reasonable attorneys' fees. .

17. TIME IS OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this Lease.

18. NOTICES.

Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, by personal delivery, or by overnight delivery service (e.g. FedEx or UPS), and shall be deemed sufficiently given if delivered or addressed to Developer or to District at the mailing address(es), as applicable, below the signature of the respective Parties on the signature page of this JOA. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to District or Developer hereunder must be concurrently transmitted to such Party or Parties at such addresses as District or Developer, respectively, may from time to time designate either in writing or under Developer's or Landlord's, signature block, respectively, on the signature page of this JOA.

19. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed JOA. Signatures of the parties hereto transmitted by PDF (portable document format) shall be deemed to be their original signatures for all purposes.

20. AUTHORITY.

Developer and District each respectively represent and warrant that any individual executing this JOA on their behalf is duly authorized to execute and deliver this JOA on behalf of said entity.

21. HEADINGS.

The headings contained in this JOA are for reference purposes only and shall not affect in any way the meaning or interpretation of this JOA.

EXHIBIT LIST

- Exhibit A – Legal Description of Yorba Property
- Exhibit B – Legal Description of Ramona Property
- Exhibit C – CSA
- Exhibit D – Ground Lease
- Exhibit E – Letter of Credit (form)
- Exhibit F – [Reserved]
- Exhibit G- Site Plan
- Exhibit H – Developer’s Response to RFP
- Exhibit I – [Reserved]
- Exhibit J Floor Plan

Signatures appear on the following pages

WHEREAS, the District and Developer have executed this Joint Occupancy Agreement effective as of the Effective Date.

DISTRICT:

CHINO VALLEY UNIFIED SCHOOL DISTRICT, a
California Public Entity

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Address for Notices:

Chino Valley USD
5130 Riverside Drive
Chino, CA 91710-4130

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

DEVELOPER:

YORBA XC, LLC., A Delaware Corporation

By: _____

Its: _____

Date: _____

Address for Notices:

3010 Old Ranch Parkway, Suite 470
Seal Beach, CA 90740

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

WITH A COPY TO:

Raines Feldman LLP

1800 Avenue of the Stars

12th Floor

Los Angeles, CA 90067

Attention to: Andrew Raines

LEGAL DESCRIPTION OF YORBA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 51, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CHINO, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THE SOUTH ONE-HALF THEREOF.

NOTE: AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF ADJOINING STREETS AS SHOWN ON SAID MAP.

APN: 1019-511-06-0-000

PARCEL 2:

THE SOUTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

APN: 1019-441-03-0-000

PARCEL 3:

THE NORTH ¼ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

EXCEPTING THEREFROM THE EASTERLY 5 FEET OF THE NORTHERLY 55 FEET OF LOT 46, AND THE EASTERLY 5 FEET OF THE SOUTHERLY 55 FEET OF THE NORTHERLY 162 FEET OF SAID LOT 53, AS CONVEYED TO THE CITY OF CHINO, A MUNICIPAL CORPORATION, FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED MAY 18, 1962 IN BOOK 5702, PAGE 175 OFFICIAL RECORDS.

APN: 1019-441-04-0-000

Map

LEGAL DESCRIPTION OF RAMONA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

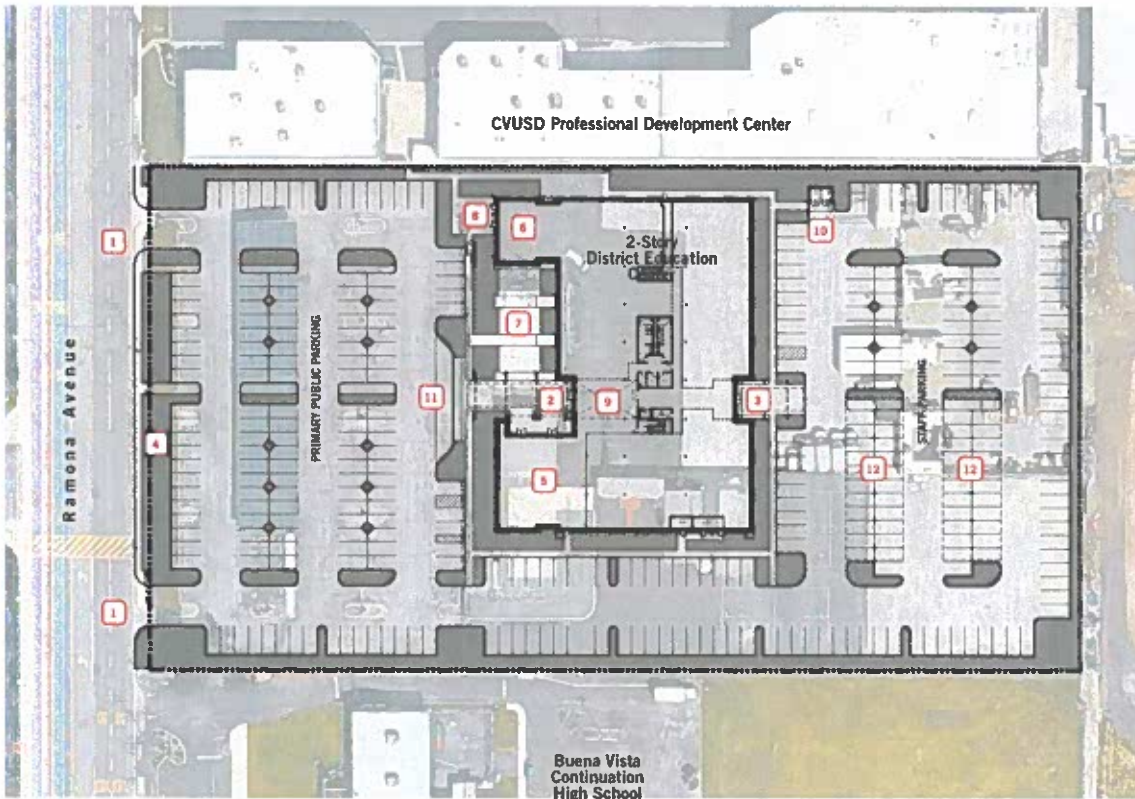
PARCEL 1:

PARCEL 4 OF PARCEL MAP NO. 3511, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN EASEMENT FOR PIPE LINE AND APPURTENANCES OVER THE EASTERLY 10 FEET OF PARCELS 1, 2, AND 3 OF PARCEL MAP NO. 3511, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 1019-441-06-0-000; 1019-441-06-W-000



SITE PLAN DATA

SITE AREA		
NET SITE	4.31 ACRES	187,734 SF
DEFENTION AREA	.31 ACRES	13,500 SF
GROSS SITE	4.62 ACRES	201,234 SF
BUILDING AREA		
GROUND FLOOR	32,800 SF	
SECOND FLOOR	31,900 SF	
F.A.R. ON NET		
		.345
PARKING PROVIDED		
VISITOR PARKING	140 SPACES	
STAFF PARKING	200 SPACES	
PARKING RATIO		
		5.18/1,000

KEY NOTES

- 1 VEHICULAR INGRESS / EGRESS
- 2 PUBLIC ENTRY
- 3 STAFF ENTRY
- 4 DETENTION AREA (13,500 SF)
- 5 BOARD ROOM
- 6 TRAINING CENTER AT GROUND FLOOR
- 7 PUBLIC PLAZA
- 8 STAFF PATIO
- 9 LOBBY-TWO STORY VOLUME
- 10 TRASH ENCLOSURE
- 11 DROP-OFF AREA
- 12 SOLAR CARPORTS



This conceptual design is based upon a preliminary review of statement requirements and is intended merely to assist in exploring how the project might be developed. It is intended merely to assist in exploring how the project might be developed. It is intended merely to assist in exploring how the project might be developed. It is intended merely to assist in exploring how the project might be developed. It is intended merely to assist in exploring how the project might be developed.

CONCEPTUAL SITE PLAN
 CVUSD DISTRICT EDUCATION CENTER
 CHINO, CALIFORNIA - IRV19-0292-00

WARF MALCOMB 01.09.2020 PAGE 2



- SPACE PLAN**
- Blue: COURT REPORTS / INFORMATION DEPT.
 - Pink: ACCESSIBILITY / CHILD DEV / ASSESSMENT / INST TECH DEPT.
 - Teal: COURT REPORTS / INFORMATION DEPT.
 - Orange: PURCHASING / FACILITIES DEPT.
 - Green: BUS SERVICES / FINANCIALS / ACCOUNTS PAYABLE / PAYROLL DEPT.
 - Light Blue: BOARD SPACES / COMMON AREAS

SPACE PLAN - SECOND FLOOR
 CVUSD DISTRICT EDUCATION CENTER
 RAMONA AVENUE
 CHINO, CA

NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE ARCHITECT FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS SPACE PLAN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS SPACE PLAN.



WARE MALCOMB 18V20-0202-00 SHEET
 02/12/2020 **SP2**

**CONSTRUCTION SERVICES AGREEMENT FOR
DISTRICT OFFICE PROJECT**

Between

CHINO VALLEY UNIFIED SCHOOL DISTRICT

and

YORBA XC, LLC. (Developer)

and

XEBEC BUILDING COMPANY, INC. (Contractor)

February 13, 2020

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CONSTRUCTION SERVICES AGREEMENT

1. GENERAL INTENT

Yorba XC, LLC. ("Developer") and Xebec Building Company, Inc., a California Corporation ("Contractor"), each accepts the contractual relationship established between it and Chino Valley Unified School District, a California School District organized and existing under the laws of the State of California (the "District") through this Construction Services Agreement ("CSA" or "Agreement"), and Developer covenants with District to furnish reasonable skill and judgment in constructing an office building for the District in accordance with the terms of this Agreement (the "District Office Project"). The District acknowledges that Developer intends to utilize the services of Contractor to complete the services required by this Agreement, and the District agrees that Developer shall have the right to delegate to Contractor any and all of Developer's obligations pursuant to this Agreement.

2. CONTRACT INFORMATION

- 2.1 District: Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710
909.628.1201, Ext. 1200
- 2.2 Notices: Greg Stachura, Assistant Superintendent, Facilities, Planning & Operations
greg_stachura@chino.k12.ca.us
- 2.3 Developer: Yorba XC, LLC.
c/o Xebec Realty Partners LLC
3010 Old Ranch Pkwy., Suite 470
Seal Beach, CA 90740
562-546-0262
- 2.4 Contractor: Xebec Building Company, Inc.
3010 Old Ranch Pkwy., Suite 470
Seal Beach, CA 90740
562-546-0262
- 2.5 Notices: Jay Soni
JayS@xebecrealty.com

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 2.6 Contract Time is Seven Hundred Thirty (730) Days commencing on the date of the District's Notice to Proceed, subject to extension as provided herein.
- 2.7 Liquidated damages are \$500 per day and shall be payable by Developer to the District in the event that Substantial Completion of the Work is not accomplished by the end of the Contract Time, provided, however, that no liquidated damages shall be payable (i) with respect to the first 90 days after the end of the Contract Time or (ii) with respect to any period that Substantial Completion of the Work is delayed due to acts or omissions of the District or due to Force Majeure.
- 2.8 Guaranteed Maximum Price (Art. 5) is \$0

- 2.9 District Allowance (Art. 8): The “District Allowance” shall be equal to the maximum amount of fees that may be levied by the District in connection with the District Office Project pursuant to Cal. Education Code §17620 and Cal. Government Code §§ 65995 *et seq.*, but in no event greater than [\$223,000.00]

3. **BUILDING CODE AND SAFETY RELATED RESPONSIBILITIES**

Developer agrees to adhere by all codes, laws and standards that apply to the Project. Developer agrees to furnish efficient business administration, perform constructability reviews and coordinate reviews with District, to provide a project architect to prepare Construction Documents based on the Schematic Design Documents (as defined herein), to coordinate the work of Contractor and the Subcontractors and vendors to furnish at all times an adequate supply of professionals, workers, and materials, and to perform the work appropriately, expeditiously, economically, and consistently with the CSA and the Construction Documents.

- 3.1 **Responsibilities.** The Developer shall continually supervise and direct the Work using the Developer’s best skill and attention. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Developer duties include, but are not limited to the following:
- 3.1.1 *Responsibilities.* It is the duty of the Developer to complete the Work covered by his or her Contract in accordance with the approved Schematic Design Documents.
- 3.1.2 *Develop Construction Documents* based on Schematic Design Documents and Specifications prepared by Architect for review and submission to the City of Chino and other agencies for approval, provided that such approval shall not be unreasonably withheld, conditioned, or delayed.
- 3.1.3 *Performance of the Work.* The Developer shall carefully study the approved Schematic Design Documents for the District Office Project and shall plan its schedule of operations well ahead of time to prepare construction documents, obtain all legislative approvals, and ensure the construction is performed in conformance with the approved Schematic Design Documents. If at any time it is discovered that work is being done which is not in accordance with the approved Documents, the Developer shall correct the Work immediately.
- 3.1.4 *Contractor Responsibility.* The Developer shall be responsible to the District for claims arising out of or resulting from the acts and omissions of the Contractor’s employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Developer, Contractor or any of its Subcontractors, provided that such claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

4. **DEFINITIONS**

- 4.1 **Action of the Governing Board** is a vote of a majority of the District’s Governing Board.
- 4.2 **[Reserved]**
- 4.3 **As-Builts** are a set of Construction Documents maintained by the Developer clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is

both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.

- 4.4 Architect means WLC, or such other architect, engineer, or other design professional engaged by the District to perform oversight and perform general observation of the work of construction for the District Office Project. This term "Architect" does not mean the Project Architect (as defined below).
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy and their intended use. Basic requirements are that the building is safe, is at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes invoices, time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to Final Completion of the Project. A "Claim" also means a separate demand by the Developer for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project and more fully described under Article 13.16.
- 4.8 Commencement Date shall mean the date that this Agreement has been executed by all parties hereto. This commencement date differs from Notice to Proceed in accordance with Article 4.28 of this CSA which is the official commencement of construction of the Project.
- 4.9 Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete.
- 4.11 [Reserved]
- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor, planning of the Project and services necessary for the preparation of Construction Documents, obtaining entitlements, entering into construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 [Reserved]
- 4.15 Construction Documents comprise the Plans and Specifications, and all Addenda, if any, prepared based on the Schematic Design Documents. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Developer and

duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.

- 4.16 Contract Documents means the Schematic Design Documents, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the "Contract". The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Developer, do not create a contractual relationship of any kind between the Architect and Developer, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Developer, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Notwithstanding anything to the contrary herein, the term "Contract" and "Contract Documents" as used herein shall not include the Lease (as defined below) or the Joint Occupancy Agreement for District Office Property of even date herewith by and between Developer and the District.
- 4.17 Contract Time is the time period specified in Article 2.6 for the Project to achieve Substantial Completion. The Contract Time period commences upon the Notice to Proceed, but in no event earlier than upon the issuance of grading permits. The Contract Time period is also extended as set forth in Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Schematic Design Documents are the plans and specifications prepared by the Project Architect, and approved by the District, which the Developer will have prepared into a set of completed Construction Documents which is then approved by the District. The District shall not unreasonably withhold, condition, or delay approval of the Schematic Design Documents or Construction Documents.
- 4.20 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 4.21 Due Diligence is the review and analysis of documents and information provided by the District and synthesizing of information utilized to determine the components for performance of the District Office Project. Requirements for Due Diligence are further addressed at Article 5.
- 4.22 Force Majeure means an occurrence that is beyond the reasonable control of the party affected and occurs without its intentional fault or gross negligence, including, but not limited to, acts of war, governmental restrictions or moratoria, including the imposing of tariffs, inability to secure governmental approvals or permits, delays in the performance of any discretionary acts (including granting consent or approvals) by the District, its Governing Board and any governmental agency or quasi governmental authority, civil commotion, shortage of, or delay in obtaining, labor or materials, interruption of utility services, strikes or other labor disputes, fire, rain, flooding, earthquakes, or other natural disasters, including adverse weather conditions, terrorism or threats of terrorism, disease or medical epidemics or outbreaks, and curtailment of transportation facilities.
- 4.23 Permissible Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule.
- 4.24 [Reserved]

- 4.25 [Reserved]
- 4.26 [Reserved]
- 4.27 [Reserved]
- 4.28 Notice to Proceed. After completion and approval of the Construction Documents, the District shall issue a notice to the Developer to proceed with the Project (“Notice to Proceed”), provided however the Notice to Proceed may not be issued unless and until Developer has obtained the permit(s) necessary to perform grading of the Site.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Developer, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.30 Project means the District Office Project which is based on Schematic Design Documents, Plans and Specifications prepared by Project Architect, and pictorially included in the Developers Proposal attached as Exhibit “D.”
- 4.31 Project Architect means the architect hired by Developer, who develops the Construction Documents (as described in Article 3 above), Change Orders for the Project, and works at the direction of the Developer.
- 4.32 Provide shall include “provide complete in place,” that is “furnish and install complete.”
- 4.33 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the District and Architect of Work required in order to complete the Contract Documents. See Article 13.16.
- 4.34 Request for Information (RFI) is a written request prepared by the Developer requesting the District provide additional information necessary to clarify or amplify an item which the Developer believes is not clearly shown or called for in the Schematic Design Documents, or to address problems which have arisen under field conditions. The District shall cause the Architect to respond to any RFI from Developer within three (3) business days of the District’s receipt thereof.
- 4.35 Schedule is the Developer’s view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.36 [Reserved]
- 4.37 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project, which may include, but is not limited to, Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Developer shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Developer’s Schedule. See Article 32.
- 4.38 Site refers to the grounds of the District Office Project and such adjacent lands as may be directly affected by the performance of the Work.
- 4.39 Lease means the Ground Lease attached as Exhibit “A” to this Agreement.
- 4.40 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Developer, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards,

workmanship, and performance of related services. These Construction Documents and Specifications shall be developed from approved Schematic Design Documents.

- 4.41 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.42 [Reserved]
- 4.43 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.44 [Reserved]
- 4.45 [Reserved]
- 4.46 Substantial Completion is the stage of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the District Office for its intended use, as certified by the Project Architect pursuant to the Certificate of Substantial Completion in the form attached hereto as Exhibit J, provided however that (i) Substantial Completion shall not occur prior to the date on which all fire and life safety systems have been installed, and are working and signed off, and all building systems including mechanical, electrical and plumbing are all functioning, and (ii) Substantial Completion may occur notwithstanding the fact that additional finish work by the District remains to be completed including the installation of Furniture, Fixtures, and Equipment (which may include security systems) and specialty finishes by the District or District-directed subcontractors. When Developer believes that the Work or designated portion thereof is substantially complete, it will notify the Project Architect and the Project Architect will make an inspection to determine whether the Work is substantially complete. When the Project Architect determines that the Work is substantially complete, the Project Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the District and Developer, and fix the time within which the Developer shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 4.47 Substitution is a change in product, material, equipment, or method of construction from those required by the District Approved Construction Documents prepared from Schematic Design Documents. Specific requirements for substitutions are set forth at Article 16.
- 4.48 [Reserved]
- 4.49 Work shall include all labor, materials, services and equipment necessary for the Developer to fulfill all of its obligations under this CSA. Work shall include extension of Developer's obligations to Contractor and Subcontractor to perform Contractor and Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents, and shall provide all labor, materials, and services necessary to timely construct the Project pursuant to the terms of this CSA.
- 4.50 Workers include laborers, workers, and mechanics.

5. **ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE “GMP”**

5.1 **Guaranteed Maximum Price (GMP)** is the amount agreed upon between the District and Developer that shall not be exceeded for the Construction of the Project within the Contract Time based on Developer’s thorough review of the Contract Documents, Due Diligence and investigation of all aspects of the Project. The GMP includes the costs for the construction of the District Office Project in accordance with the terms of this CSA plus a fee to the Developer. Costs that are outside of the GMP shall be as follows:

5.1.1 Owner requested additional work to be paid by the District. See Article 8.

5.2 **GMP.** As a result of the Due Diligence of Developer, the GMP for the Project is set forth under Article 2. The GMP is an “all inclusive” price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. No disputes concerning compensation or extras shall be utilized as grounds to slow down or to stop work. The parties acknowledge and agree that the GMP has been set at \$0 in consideration of the rights being concurrently granted to Developer pursuant to the Lease and pursuant to the Joint Occupancy Agreement for District Office Property of even date herewith by and between Developer and the District.

5.3 **Due Diligence**

5.3.1 ***Documents Reviewed.*** Developer has visited the site, entered and evaluated the condition of the site, reviewed all as-built information, environmental reports, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project. All documents provided and reviewed by the Developer shall be referred to collectively as the Due Diligence Documents.

5.3.2 ***Review of Program.*** Developer has satisfied itself that the District Office Project can be performed under the terms of this CSA within the Contract Time by the Completion Date within the GMP applicable for the Project:

5.3.3 ***Confirmation of location for utilities and supporting infrastructure.*** Developer shall review the utilities and confirm that the infrastructure is adequate and can support the District Office Project.

5.3.4 ***Review of the Legislative Approvals and Environmental Approvals necessary for the Project.*** Developer has conducted reasonable due diligence on the approvals necessary to ensure the District Office can be built pursuant to the Response to RFP and the Schematic Design Documents. Developer has conducted Due Diligence with the City, County and other applicable agencies to address the District Office Project is feasible. Also, Developer has determined the level of California Environmental Quality Act review and approval necessary to ensure the Project receives all approvals and is not subject to delay for failure to meet conditions or litigation arising from controversy concerning the Project.

5.3.5 ***Confirmation of Working hours and specific conditions which will affect the ability to work.*** Developer shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, other conditions which may affect the ability to Work on the Project. This review shall help Developer build a working schedule for the Project.

5.3.6 ***Price Fluctuations.*** As part of Developer’s Due Diligence responsibilities, Developer is required to schedule and plan, order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no

delays or unusual costs. Developer understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Developer's vendors or by other means. Developer further understands and incorporates into Developer's bid or proposal cost any wage rate increases during the Project for the labor force on the Project as well as all other contractor, subcontractor and vendor labor force costs. Developer also understands the length of the Contract Time and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Developer further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

- 5.3.7 *Coordination Review.* Developer has thoroughly reviewed the plans, specifications, and other Due Diligence Documents.
- 5.3.8 *Due Diligence Determinations.* Developer has utilized all the available Due Diligence information to verify that the Project can be constructed without exceeding the GMP.
- 5.3.9 *Schedule.* Developer's Due Diligence is critical to the Developer's determination of the number of days required to complete the Project. Developer will determine if the Contract Time under Article 2.6 can be performed. If Developer does not note any concerns with the suggested Contract Time, then it is presumed that Developer agrees with the suggested contract time as realistic, reasonable and including all Permissible Float under Article 9, and its subsections).

6. SELECTION OF SUBCONTRACTORS

- 6.1 In the interest of minimizing the expenditure of funds for the construction of the Project, the Developer agrees to select only State of California licensed Contractors and Subcontractors for each trade component of the Project in a manner that fosters competition. Developer shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Developer and selected bidders. Developer shall submit a listing of proposed Subcontractors to the District for the District's review but no Project Subcontractor shall be afforded the protections of Public Contract Code section 4100 et seq. In no case will the Developer award any subcontracts until the District has concurred to the scope and price of the subcontracted services.
- 6.2 All subcontractors (of any tier) performing any portion of the District Office Project must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3 Developer shall require Contractor and all Subcontractors to abide by the terms of this CSA and shall include the operative terms of the CSA including the requirements of Article 22 through 26 below on labor requirements and Representation of Subcontractors. Developer shall provide the District with full documentation regarding the bids or competitive quotes received by Developer. In no event shall such documentation be redacted or obliterated.

7. [RESERVED]

8. DISTRICT ALLOWANCE

- 8.1 The District shall furnish, from its own funds, the District Allowance (as defined above in Section 2.9) which may be applied by Developer in its sole discretion as a credit towards payment for additional services requested by the District. Use of the District Allowance shall be subject to a

written change order under Article 17. Without limiting the generality of the preceding sentence, any request by the District for Developer to perform additional services not included in the Contract Documents shall require a written change order, and Developer shall have no obligation to perform the requested services until a written change order is executed by the District and Developer pursuant to the terms of Section 17.1 below. Any additional services requested by the District shall be at the District's sole cost and expense as a distribution from the District Allowance, which cost shall include the actual cost of the services requested, together with a fee payable to Developer for profit and overhead in an amount equal to 15% of the actual cost of the services.

9. SCHEDULE

- 9.1 Contract Time: Developer shall perform and reach Substantial Completion (See Article 4.46) within the Contract Time specified in the Agreement. Moreover, Developer shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Developer's view of the practical way in which the Work will be accomplished. The District's approval of Developer's CPM Master Baseline Schedule shall not be unreasonably withheld, conditioned, or delayed. Note that Contract Time includes and incorporates all Permissible Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9. Notwithstanding anything to the contrary in this CSA, the Contract Time shall be extended (1) as set forth in Article 17; and (2) by an amount of business days equal to the number of days or partial days that Work is delayed due to (a) any Force Majeure event(s) (provided however that for any Force Majeure event which causes damage, destruction or casualty to the constructed improvements, including without limitation the District Office, the Contract Time shall instead be extended by such time as reasonably needed to repair or re-construct such damage, destruction or casualty), (b) any act(s) or omission(s) of the District, the Architect, the City of Chino, or any other governmental authorities with oversight over the Project, and (c) Float in excess of Permissible Float (as more fully specified in Article 9.2 and its subsections).
- 9.2 Float.
- 9.2.1 "Float" means the number of days an activity, Work or construction under this Contract is extended or delayed, as a result of Rain Delays or Governmental Delays.
- 9.2.2 "Permissible Float" means the number of Float days which may occur without resulting in an extension of the Contract Time. Up to 12 days of Float from Governmental Delays per calendar year shall be deemed Permissible Float, and up to 22 days per calendar year of Float from Rain Days shall be deemed Permissible Float. For each day of Float in excess of Permissible Float, the Contract Time shall be extended by one business day.
- 9.2.3 "Governmental Delay" means critical path delays that arise from governmental or District (including its agents) approval delays, including but not limited to: delays that arise due to approvals, Architect approvals, Inspector approvals or verifications on governmental forms. Each day or partial day of a Governmental Delay shall constitute one day of Float. (For the avoidance of doubt, a Governmental Delay shall only be considered Float if it results in critical path delays).
- 9.2.4 "Rain Delay" means delays caused by inclement weather such as snow or rainy days. Each day or partial day of a Rain Delay shall constitute one day of Float. Notwithstanding anything to the contrary, unusually severe weather (as determined by the Project Architect) shall count as Float but shall not constitute Permissible Float – and for each such day of unusually severe weather, the Contract Time shall be extended by one business day.

- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Developer is specifically directed to include in Developer's Baseline Schedule, and in all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
- 9.3.1 Permissible Float.
 - 9.3.2 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
 - 9.3.3 Deferred Approvals under Article 15.3 and 15.6
 - 9.3.4 Time for separate contractors, including furniture installation and start up activities, under Article 32.
 - 9.3.5 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2.
 - 9.3.6 Testing, special events, or District activities.
 - 9.3.7 Entitlements process, California Environmental Quality Act, City approvals, Construction Document Preparation and Construction.
- 9.4 Schedule Updates. Developer shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
 - 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Developer shall take the steps necessary to improve Developer's progress and demonstrate to the District and Architect that the Developer has seriously considered how to recover lost time, schedule impacts, the effect on the Completion Date, or the milestones that are required to be met within the Contract Time. Developer shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Developer confirms that the Contract Time is a reasonable period for performing the Work.
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Developer shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6
- 9.7 Force Majeure. Neither party shall be liable to the other, and neither party shall be deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing, as soon as practical, of the delay and shall specify the causes of delay in the notice.

10. **BACKCHARGES TO DEVELOPER**

10.1 **Developer Is Required to Coordinate Testing and Inspections.** It is the Developer's responsibility to request inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card. It is the Developer's responsibility to timely schedule and pay (if applicable) for Inspections so as not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.

10.2 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

10.2.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any of the following services, Developer shall be liable for the reasonable cost thereof:

- a) Services made necessary by the default of the Developer (Article 19 or Article 12.2), which such default continues beyond the applicable notice and cure period.
- b) Services required by the failure of the Developer to prosecute the Work in a timely manner in compliance within the specified time of completion, where such failure is not cured within five (5) business days of written notice from the District.
- c) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- d) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. **ARCHITECT**

11.1 **Architect's Status.** In general and where appropriate and applicable, the Architect shall observe the progress and quality of the preparation of Construction Documents and for the work on the District Office Project. Notwithstanding the foregoing, the Project Architect hired by Developer shall be the architect of record and shall be the judge of the performance of this CSA and shall have the power to certify that the Work is Substantially Complete as provided in Section 13.6.1 below.

12. **DISTRICT RESPONSIBILITIES**

12.1 **District Site Representations.** District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Developer. Such information shall not relieve the Developer of its responsibility; and the interpretation of such data regarding the Site, as disclosed preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.

12.2 **Partial Default: District Right to Take Over Work (Five (5) day notice to Cure and Correct).** If the Developer Defaults or neglects to carry out work on the District Office Project in accordance with the Contract Documents, the District may provide a five (5) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Developer's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Developer's Work and take over that segregated area of Work includes, but is not limited to:

- a) Failure to supply adequate workers on the entire Project or any part thereof;
- b) Failure to supply a sufficient quantity of materials;
- c) Failure to perform any provision of this Contract;
- d) Failure to comply with safety requirements, or Developer's creation of an unsafe condition;
- e) Cases of bona fide emergency;
- f) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- g) Failure by the Developer to meet the requirements of the Americans with Disabilities Act ("ADA"), provided, however, Developer shall not be in default hereunder if its failure to meet the requirements of the ADA is the result of (a) errors or omissions, by the District, the District's Architect, the City of Chino, or any other governmental authorities with oversight over the Project, or (b) changes or Modifications to the Contract Documents made by, or at the direction of, the District, the District's Architect, the City of Chino, or any other governmental authorities with oversight over the Project, or (c) changes in the building code enacted after approval of the Contract Document, or (d) ADA violations not identified in the final Certified Access Specialist (CAsp) inspection of the Work;
- h) Failure to comply with Developer's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to complete Punch List work;

12.2.1 *Failure to correct Partial Default.* If during the five (5) business day period, the Developer fails to cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19; provided, however, that if the nature of the default is such that more than five (5) business days are required for its cure, then it shall not be deemed to be a Partial Default (and the District shall have no right to terminate this CSA) if the Developer commences such cure within said five (5) business day period and thereafter diligently prosecutes such cure to completion.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to cure under Article 12.2 ("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent, and an additional copy by delivered by mail).

13. DEVELOPER RESPONSIBILITIES.

- 13.1 Full Time Supervision. Developer shall keep on the District Office Project at all times during its progress a competent, English-speaking construction Superintendent. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendent duties with another project or job. The Superintendent shall represent the Developer on the District Office Project in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, nor shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Developer through the Superintendent's acts. The Superintendent shall represent the Developer, and communications given to the Superintendent shall be binding on the Developer. Before commencing the Work, Developer shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent.
- 13.2 Staff. Notwithstanding other requirements of the Contract Documents, the Developer, Developer's Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Intentionally Omitted.
- 13.4 Developer shall give efficient supervision to the work, using its skill and attention and shall cause properly coordinated Construction Documents and specifications to be prepared and submitted to the District based on Schematic Design Documents. Following agreement by Developer and District with respect to said working drawings and specifications, it shall be Developer's responsibility to perform the work described in said Construction Documents and Specifications.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Developer, or Developer's Contractor, Subcontractor, material or equipment supplier, who the District reasonably believes has failed to comply with the requirements of the CSA, after first providing Developer with at least 72 hours' prior written notice and opportunity to cure.
- 13.6 Discipline. The Developer shall enforce strict discipline and good order among the Developer's and any Subcontractor's employees, and other persons carrying out the Contract. The developer and any subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District reasonably concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Developer to Provide.* Unless otherwise provided in the Contract Documents, the Developer shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- 13.7.2 *Quality.* Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the same or higher quality than the standards of other public school construction in the District or as specifically stated in the Contract Documents. The Developer shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality than the standards of other public school construction.
- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Developer at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Developer, in conjunction with the District and the Architect, shall conduct pre-construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Constructability issues.
- 13.9 Owner Meetings. The Developer shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Developer shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 [Reserved]
- 13.11 Progress Reports. The Developer shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion. The Developer shall also keep a daily log containing a record of weather, Developer's work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Developer shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Developer determines that a schedule modification is necessary, the Developer shall promptly submit a revised Schedule for approval by the District.
- 13.12 [Reserved]
- 13.13 Scheduling. Developer shall complete the construction utilizing a CPM Schedule as required under Article 9.
- 13.14 As-Builts. Throughout the duration of the Project, Developer shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Developer to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Developer has furnished. The Developer will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

- 13.14.1 *Updates.* Developer shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any Work being covered.
 - 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect.
 - 13.14.3 *Upon Beneficial Occupancy.* Developer shall obtain and pay for reproducible plans upon Beneficial Occupancy. Developer shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
 - 13.14.4 *As-Built at Completion of Work.* On completion of the Work, the Developer will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Developer shall certify the As-Built as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Built and Certifying Accuracy on the final set of As-Built.
 - 13.14.5 *Log of Control and Survey Documentation.* Developer shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Built.
 - 13.14.6 *Record Coordinates for Key Items.* Developer shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Developer shall update record information at or near the time when work is occurring in an area and prior to covering the Work.
- 13.15 Miscellaneous Obligations of Developer
- 13.15.1 *[Reserved]*
 - 13.15.2 *Developer Permit Obligations.* Developer shall pay for all building permits and ancillary permits and licenses as necessary and as required during the course of the Project. Developer shall also be responsible for arranging and overseeing all necessary inspections and tests, municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation, occupancy permits, and ensure compliance with any Federal and State laws. Developer shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Developer may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
 - 13.15.3 *Protection.* The Developer shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
 - 13.15.4 *Nuisance Abatement.* The Developer shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
 - 13.15.5 *[Reserved]*
 - 13.15.6 *Utilities.* The Developer shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any

fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

- 13.15.7 *Sanitary Facilities.* The Developer shall provide a sanitary temporary toilet building for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the District.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Developer at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 13.15.9 *Cutting and Patching.* Developer shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Developer shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of District.
- 13.15.10 *Documents on the Project Site.* Developer shall keep one copy of all Contract Documents, including addenda, change orders, and the prevailing wage rates applicable to the District Office Project, on the job at all times. Said documents shall be kept in good order and shall be available to District representatives, the Architect and his representatives. Developer shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Developer to Bind Subcontractors to the Provisions of this Contract.* Developer shall ensure that Subcontractors are bound to the same extent as Developer is bound to District.
- 13.15.12 *Developer Responsible for Means and Methods.* Developer shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Developer shall be responsible to see that the finished work complies accurately with the Contract Documents. Developer shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- 13.15.13 *Developer Responsible for Acts and Omissions of Employees.* Developer shall be responsible to District for acts and omissions of Developer, Developer's Contractor employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.
- 13.15.14 *Coordination.* During the entire term of this Agreement, Developer shall coordinate its services with the District, Architect, and other parties to ensure that all requirements of the Construction Documents are met.

13.16 Close Out

- 13.16.1 *Notice of Completion.* District shall record a Notice of Completion upon completion of Close Out under Article 13.16..
- 13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The District and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the Approved Plans so the Project may be Completed. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.
- 13.16.3 *Time for Completion of Punch List.* Developer shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Developer Superintendent shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Developer shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Developer does not issue such a list, the Owner or Architect may issue a valued Punch List to the Developer and withhold up to 150% of the value of the Punch List Work.
- 13.16.4 *As-Built Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:
- 13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built.
- 13.16.4.2 Developer is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
- 13.16.4.3 Upon completion of the Work, Developer shall obtain the Inspector's approval of the "As-Built" information. When completed, Developer shall deliver a corrected electronic file in a format acceptable to the District.
- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Developer does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *[Reserved].*
- 13.16.6 *[Reserved]*
- 13.16.7 *[Reserved]*
- 13.16.8 *[Reserved]*
- 13.16.9 *ADA Work that must be corrected* to receive ADA certification with a CASP certified inspection entity. See Article 41.

- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- 13.17 Correction of Work: Warranty. Developer shall not be relieved of responsibility for faulty materials or workmanship incorporated in the Project. Developer warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the date of completion of the Project, as defined in Article 18 hereof. The foregoing warranty of Developer also applies to the remedy, repair or replacement of defects which may in the documents prepared by Developer and/or any party retained by, through or under Developer in connection with the Project, but the foregoing warranty of Developer does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Developer, except where such changes or additions to the Project are made in accordance with Developer's directions. No guarantee furnished by a party other than Developer with respect to equipment manufactured or supplied by such party shall relieve Developer from the foregoing warranty obligation of Developer. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Developer agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.
- 13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Project, acceptance by District, and the running of the warranty period, Developer shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project along with certification of payment and status and that there are no outstanding sums. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.
- 13.17.1.1 Documents to be Provided to District. Developer shall provide the following documents to the District as part of Close Out of the Project:
- a. *Subcontractor Warranty.* Developer shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
 - b. *Contracts.* Developer shall provide copies of all contractor contracts, subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
 - c. *Contractors and Subcontractors Bound to the Same Extent as Developer.* The Contractor and Subcontractors shall be bound to the same extent as the Developer is bound by this CSA and

Contractor and Subcontractors shall be required to include assignment of their contracts to the District upon termination of the Agreement or upon completion of the Agreement and acceptance of a Notice of Completion.

- d. *Bonds Assignable.* Developer shall ensure that Subcontractor's performance and payment bonds are assignable and can be assigned to the District. In addition, a dual obligee rider shall be provided for performance bonds so claims may be initiated against Subcontractor by the District if the grounds of default under Article 19 occurs.
- e. *Unconditional Releases.* Developer shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Developer shall provide the District a copy of the entire Subcontractor files, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

13.18 Assignment of Anti-Trust Claims. The Developer offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District Office Project is completed.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Developer. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Developer. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

- 15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Developer, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer’s product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 15.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Developer to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Developer conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.
- 15.2 Shop Drawings.
- 15.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Developer to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.
- 15.2.2 *Purpose for Shop Drawings.* Shop drawings are the Developer’s manufacturer, Subcontractor, supplier, or vendor’s detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured item, a custom created item, or a drawn version of more detailed information expanding on the

Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Developer, or Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

- 15.2.3 *Shop Drawing Requirements.* The Developer shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Developer to illustrate a material, product, or system for some portion of the Work.
- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and detail the fabrication and/or installation of the items to the manufacturer's production crew or Developer's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer.
- 15.2.6 *[Reserved]*
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Developer. Each drawing shall have a clear space for the stamps of Architect, Contractor and Developer.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all governmental approvals are secured so as to not delay the Project. All deferred approvals shall be prepared by Developer, Contractor or Contractor's agent early enough so as to not delay the Project. Any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Developer's. Developer is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9
- 15.3.1 *Deferred Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until governmental approval is received. Developer has

provided for approval time and allowed adequate time for any revisions in Developer's Schedule as required pursuant to Article 9.

15.4 Submittals and Samples

- 15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Developer review this information to confirm that the product is appropriate for the intended use.
- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Developer and Architect. The Developer has the most available information for comparing adjoining materials and equipment. The Developer also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Developer should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Developer Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Developer as part of the Developer's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Developer shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified):* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products. A sufficient number of samples of the specified materials shall be furnished by the Developer to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal shall be subject to rejection. Approval without providing a full range of samples shall be subject to rescindment. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Developer and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Developer with the Architect's stamp and signature applied

thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. The Architect shall not unreasonably delay its review or approval of Developer's submissions.

15.5 Submittal Submission Procedure

15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Developer. Each drawing shall have a clear space for the stamps of Architect and Developer. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.

15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Developer, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.

15.5.3 *Corrections.* The Developer shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected copies of Shop Drawings or new samples until approved. Developer shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Developer pursuant to Article 10.4.

15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Developer and Architect and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples. The Architect shall not unreasonably delay its review or approval of Developer's submissions.

15.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

15.6 Schedule Requirements for Submittals. Developer shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Developer's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or

Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Developer or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Developer, and the Architect through the Developer.

15.6.1 *Consideration of Schedule.* Developer has considered lead times, agency and other governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Developer shall order materials and ensure prices are honored and secured for the Project.

a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Developer, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.

c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone.

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9.

a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Developer Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Developer represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Developer Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Developer represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Developer shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Developer's review through execution of the following stamp to be placed on each Shop Drawings:

"The [developer] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Developer and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project."

Signature of Developer and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, "Substitutions."

15.7.4 *Developer Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Developer or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

- 15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Developer.
- 15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Developer is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents.
- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Developer, Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Developer has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Developer or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Developer and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents. The Architect's review shall not be unreasonably withheld, conditioned, or delayed.

16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Developer.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Developer and incorporated in the overall GMP.
- 16.3 Developer may submit requests together with substantiating data for substitution of any "or equal" material, process or article. The District shall not be responsible for any costs of Developer associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Developer stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:
1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;

5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will required no change of the construction schedule.
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Developer's failure to submit a complete package initially.
 - 16.5 Developer shall bear the costs of all architectural and engineering work, review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
 - 16.6 Developer agrees to include the provisions of this Article in all Subcontractor contracts.

17. EXTRA WORK/MODIFICATIONS

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order. No extension of time for performance of the Work shall be allowed pursuant to this Article 17 unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative, the Architect, and the Developer.

DEVELOPER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 [Reserved]
- 17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve Building Department approval, any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 IMMEDIATE CHANGE DIRECTIVE (ICD)
 - 17.4.1 *Immediate Change Directive (ICD).* An Immediate Change Directive is a written order to the Developer prepared by the Architect and signed by the District, directing a change in the Work within the general scope of the Contract Documents and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, provided, however, that an ICD shall not be used to require Developer to perform additional services beyond the general scope of the Contract Documents; any request by the District for Developer to perform additional services not included in the Contract Documents shall be memorialized in a written change order and shall be subject to the terms of Section 8.1 above.

In the case of an Immediate Change Directive being issued, Developer must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Developer and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Developer must timely follow the procedures outlined at Article 20 and this Article where applicable.

The Immediate Change Directive form to be used for the District Office Project is attached hereto as Exhibit "K".

17.4.2 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay, provided, however, that an ICD shall not be used to require Developer to perform additional services not included in the Contract Documents: any request by the District for Developer to perform additional services not included in the Contract Documents shall be memorialized in a written change order and shall be subject to the terms of Section 8.1 above. In the case of an ICD issued to correct errors or omissions caused by Developer, the ICD may be issued with \$0 and 0 time. Except as provided in the preceding sentence, each ICD shall provide an extension of the Contract Time sufficient to allow time for Developer to complete the services required by the ICD and shall provide further for an equitable adjustment of the Contract Time to the extent the completion of the services required by the ICD interferes with the critical path of completion of other tasks required for completion of the District Office Project.

17.5 Extras Request. The District shall have no right to require, and Developer shall have no obligation to perform or undertake, any Work except that set forth in the mutually-agreed Construction Documents. For the avoidance of doubt, the parties agree that Developer shall have no obligation to perform or undertake any modifications, revisions, alterations, changes, additions to the Construction Documents, except upon such terms as Developer may agree (in its sole discretion) in a separate written agreement. Notwithstanding the foregoing, the District may request extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications") and the Developer shall reasonably consider any such request provided that the District shall (i) pay the actual cost of any such Extra Work/Modifications together with Developer's Overhead and Profit as addressed in Article 17.5.1 and (ii) provide an extension of the Contract Time sufficient to allow time for Developer to complete the Extra Work/Modifications. Notwithstanding anything to the contrary herein, any Extra Work/Modifications shall require the mutual approval of the District and the Developer, shall be memorialized in a written change order, and the District shall have no right to order any Extra Work/Modifications once the Construction Documents have been approved.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Developer to communicate proposed additions and deductions to the Contract. The most stringent guidelines will apply to all forms.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____

	<u>EXTRA</u>	<u>CREDIT</u>
(b) Equipment (attach invoices)	_____	_____
(c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Developer's Overhead and Profit: 15% of Item (d) if Developer performed the work. 10% of Item (d) if Subcontractor performed the work. If work was performed by Developer and Subcontractors, overhead and profit for portions performed by Developer shall be 15% of Item (d), and overhead and profit for portions performed by Subcontractor shall be 10% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days	_____	_____

The undersigned Developer approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Developer expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

17.5.2 Should Developer claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Developer; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, DEVELOPER SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS

DAYS FROM THE DATE DEVELOPER HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. DEVELOPER SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Developer shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Developer's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

- 17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

18. TIME OF COMPLETION

- 18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, DEVELOPER SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. DEVELOPER AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 2 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS.
- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Developer shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Developer shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 [Reserved]
- 18.4 Developer shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto, subject to the dispute resolution provisions of Article 20 of this Agreement. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Developer agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above.
- 18.5 Developer acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Developer fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Developer that District had actual notice of the time extension request, that District was not prejudiced by Developer's failure to comply with this requirement, and/or that District considered Developer's request despite Developer's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Developer is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.
- 18.7 Developer is aware that governmental agencies, such as the gas company, electrical utility companies, water districts and other agencies may have to approve Developer-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Developer has no control, provided such delays are not caused by Developer's or any Subcontractor's acts or omissions, Developer may be entitled to a time extension for such delays,

but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.

- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Developer, if any, shall be prepared and agreed to between District and Developer before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Developer written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Developer shall take reasonable steps to obtain the consent of Developer's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Developer of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Developer, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

19. TERMINATION OF AGREEMENT

19.1 Termination for Breach.

- 19.1.1 If the Developer refuses or fails to proceed with the construction of the District Office Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Developer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take possession of substantially all of Developer's assets on account of its insolvency and possession of such assets is not restored to Developer within ninety (90) days after appointment of such receiver, or the Developer or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Developer and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to the effect that the Developer's right to perform work on the Project shall cease and terminate upon the expiration of fifteen (15) business days unless such violations have ceased and reasonable arrangements satisfactory to the District have been made for correction of said violations; provided, however, that if the nature of such violation, or breach is such that more than fifteen (15) business days are required for its cure, or correction, then it shall not be deemed to be a breach of this CSA (and the District shall have no right to terminate this CSA) if the Developer commences such cure within said 15 business day period and thereafter diligently prosecutes such cure, or correction, to completion. Except as expressly set forth in this paragraph, the District may not terminate all or any part of this CSA.
- 19.1.2 In the event that the District serves such written notice of termination upon the Developer and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written

notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Developer.

19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement in connection with a Termination for Breach pursuant to this Article 19 as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Developer that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Developer shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Developer shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

19.3 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Developer agrees to continue the work diligently to completion and shall neither rescind nor terminate this Agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

20.1 Decision of Architect. Disputes between District and Developer involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Project Architect for action within ten (10) days after Developer's Article 17 request for Change is denied. A decision by the Project Architect, pursuant to Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of a Project Architect decision shall be waived if: (1) the position of Project Architect is vacant; (2) the Project Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Project Architect has failed to take action required under Article 20.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Project Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

20.2 Architect's Review. The Project Architect will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Project Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Project Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

- 20.2.1 Architectural Immunity. Architect Review of claims shall be impartial and meant to resolve Disputes. Pursuant to the case, *Huber, Hunt & Nichols, Inc. v. Moore* (1977) 67 Cal.App.3d 278, the Project Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between the District and Developer.
- 20.3 Documentation if Resolved. If a Dispute has been resolved, the District will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.
- 20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.3 has been provided, the Developer shall, within ten (10) days after the Project Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Project Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Project Architect under Article 20.2.
- 20.5 Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Project Architect, the Project Architect shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Project Architect will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Project Architect may also request reasonable additional time to complete its written decision.

If the resolution of the Dispute by the Project Architect is not satisfactory to the Developer and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Developer may then submit a Claim to the District under Article 20.9

- 20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Developer shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed Payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Developer agrees it will neither rescind the Contract nor stop the progress of the work, but Developer's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located.

20.6.1 District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process. At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Public Contract Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Developer agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO THE RELEASE OF THE RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM THE RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 20.

- 20.7 [Reserved]
- 20.8 Dispute Concerning Extension of Time. If Developer and District cannot agree upon an extension of time, whether compensable or not, then Developer must have first completed the procedures set forth in this Article. Upon completion of the procedures set forth in Article 17, Developer must then comply with the requirements in this Article.
- 20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Developer, through execution of this Agreement, also agrees to comply with the Claims requirements under this Article to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.
- 20.10 Procedure Applicable to All Claims
- 20.10.1 *Actions if Not Resolved*
- 20.10.1.1 Definition of Claim: A “Claim” is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Developer for: (1) time extension; (2) payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (3) an amount the payment of which is disputed by the District.
- 20.10.1.2 Filing Claim Is Not Basis to Discontinue Work: The Developer shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Developer and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- 20.10.1.3 Claim Notification: The Developer shall, within seven (7) calendar days after the Written Decision of the Project Architect, or if the time period for Project Architect’s Decision has passed under Article 20.5, submit a notification, in writing, with the District stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Project Architect or the passage of time under Article 20.1, the Developer shall be deemed to have waived all right to assert the claim, and the claim shall be denied. All claims shall be reviewed pursuant to this Article.
- 20.10.1.4 The Formal Notification of Claim must be presented as follows:
- a. The term “Claim” must be at the top of the page in no smaller than 20 point writing.
 - b. All documentation submitted pursuant to this Article to the Architect shall be submitted with the title “claim.”
 - c. A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation

- d. Any additional or supporting documentation that Developer believes is relevant should be submitted at this time.

20.10.1.5 Formal Claim Appeal Submission: If the Developer does not concur with the District's decision regarding the Claim Notification, the Developer will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Developer shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Developer's failure to submit any detailed information which is in the possession of Developer shall render such information inadmissible by Developer at trial or arbitration.

20.10.1.6 Appeal Claim Format: The Developer shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
- d. Documents relating to the Claim, including:
 - 1. Specifications sections in question.
 - 2. Relevant portions of the Drawings
 - 3. Applicable Clarifications (RFI's)
 - 4. Other relevant information, including responses that were received.
 - 5. Developer Analysis of Claim merit.
- e. Developer's analysis of any Subcontractor vendor claims that are being passed through.
 - 1. Any analysis performed by outside consultants
 - 2. Any legal analysis that Developer deems relevant
- f. Break down of all costs associated with the Claim.
- g. For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path of the Schedule that was prepared under Article 9.
- h. Chronology of events and related correspondence.
- i. Applicable Daily reports and logs.

1. If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Developer. See California Civil Jury Instruction 204.
- j. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).
1. The meta data and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost claim.
 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Developer. See California Civil Jury Instruction 204.
- k. Certification: The Developer, (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
1. That the Developer has reviewed the claim and that such claim is made in good faith;
 2. Supporting data are accurate and complete to the best of the Developer's knowledge and belief;
 3. The amount requested accurately reflects the amount of compensation for which the Developer believes the District is liable.
 4. That the Developer is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
- l. Signature of Certification: If the Developer is not an individual, the certification shall be executed by an officer or general partner of the Developer having overall responsibility for the conduct of the Developer's affairs.
- m. Mandatory Claim Appeal Procedure: The Developer's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

- 20.11 **Binding Arbitration of Individual Claim Issues.** To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration consistent with the requirements of Article 20.6.1
- 20.12 **Dispute Resolution.** If Claims are not resolved under the procedure set forth above and all Appeals have been exhausted, such claim or controversy shall be submitted to Arbitration under the AAA Construction Rules.
- 20.12.1 If a dispute arises out of, or relates to this Construction Services Agreement or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute using mediation.
- 20.12.2 The costs for all mediation, including the Administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. If all parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- 20.12.3 A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- 20.12.4 Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position.
- 20.12.5 Spokespersons shall be limited to the District, Developer, Subcontractor, and Supplier personnel and their consultants. District, Developer, Subcontractor and Supplier may have an attorney present and shall advise the other parties no less than five (5) business days before the mediation so that the other parties may also have their attorneys present.
- 20.12.6 Any resultant agreements from mediation shall be documented in writing, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, in accordance with Evidence Code Section 1152, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 20.12.7 If mediation is unsuccessful, the parties thereafter may, but are not required to, agree to submit the matter to the Administrator for binding arbitration. If the parties so agree to arbitrate, the following provision shall govern such arbitration, unless the parties otherwise agree in writing. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree in writing to three (3) arbitrators. A judgment of a court having competent jurisdiction may be entered upon the award, and such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s)' fees and expenses, subject to readjustment by the arbitrator as part of any award. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Sections 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Developer, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after a Notice of Completion is Recorded, whichever occurs first. Developer shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.
- 21.2 District Audit. Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Developer, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Developer concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Developer or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment insert desired language here, the Auditor shall report the results of the Audit to the District and provide a copy to the Developer after giving the District Board the opportunity for at least 10 days review. If the Developer disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Developer having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Developer and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Developer from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Developer depending on the significance of the records that are withheld by Developer. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Developer is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Developer shall also produce copies of the original bid or cost tabulation utilized in submitting Developer's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Developer shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Developer. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced and the bid or cost tabulation information was unfavorable to the Developer. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Developer concerning the results of the audit, and after a reasonable time has passed for Developer to respond to Audit Findings, and if either there is no Dispute of the Audit

findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.

- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

- 22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Developer's Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- 22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- 22.3 Wage Rates Not Affected by Subcontracts. The Developer's subcontractor(s) shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Developer's Contractor or any Subcontractor and such workers.
- 22.4 Per Diem Wages. The Developer shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- 22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Developer's Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the Developer or Subcontractor; and (2) whether the Developer or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. RECORDS OF WAGES PAID

23.1 Payroll Records

- 23.1.1 Pursuant to §1776 of the Labor Code, the Developer and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Developer's Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Developer's Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Developer and Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

- 23.1.9 The Developer shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Developer or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments then due.
- 23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.

23.2 Withholding of Payments & Penalties

- 23.2.1 The District may withhold or delay Progress Payments to the Developer or a Subcontractor if:
 - 23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
 - 23.2.1.2 The Developer or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
 - 23.2.1.3 The Developer or Subcontractor(s) submit incomplete or inadequate payroll records; or
 - 23.2.1.4 The Developer or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
 - 23.2.1.5 The Developer or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

- 24.1 Apprentice Wages and Definitions. All apprentices employed by the Developer to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council.
- 24.2 Employment of Apprentices. Developer agrees to comply with the requirements of Labor Code §1777.5. The Developer and any Subcontractor, when performing any of the Work under the Contract or subcontract, and employing workers in any apprenticeable craft or trade, shall employ

apprentices in the ratio set forth in Labor Code §1777.5. The Developer or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Developer or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Developer or Subcontractor, shall arrange for the dispatch of apprentices to the Developer or Subcontractor upon the Developer's or Subcontractor's request. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

- 24.3 **Submission of Contract Information.** Prior to commencing Work on the Project, the Developer and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Developer and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 **Apprentice Fund.** The Developer or any Subcontractor, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Developer and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Developer or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Developer and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 **Prime Contractor Compliance.** The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Developer. Any Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 **WHEN DETERMINING GMP, DEVELOPER SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.**

25. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Developer under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work in full and strict compliance with the DIR registration requirements. The Developer shall not permit or allow any subcontractor of any tier to perform any Work without the Developer's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with

Labor Code section 1771.1. Developer and subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Developer. Developer and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Developer shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26. HOURS OF WORK

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Developer and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Developer or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Developer and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however, nothing herein shall prevent Developer from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.

26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

27. **[RESERVED]**

28. **PROTECTION OF PERSONS AND PROPERTY**

- 28.1 **Fingerprinting.** If any portion of the work for the Project is to be performed at an operating school, Developer shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Developer shall also ensure that its Subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Developer and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Developer, or its Subcontractors come into contact with District's pupils before the certification is completed. Developer's failure to comply with this law shall be considered a material breach of the Agreement subject to the notice and cure provisions specified in Section 12.2.1 above. Developer and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Developer shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Developer or by District. Developer shall impose these requirements on its Subcontractors.
- 28.2 Developer has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Developer shall be responsible for the enforcement of District's tobacco-free policy among all Developer's employees and Subcontractors while on District property. Developer understands and agrees that should any employee or Subcontractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Developer shall remove the individual for the duration of the Project.
- 28.3 Developer shall take all steps necessary to insure that employees of Developer or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Developer shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Developer shall also prevent its employees and Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Developer shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.
- 28.5 Developer shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Developer shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Developer shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety

and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of the person so designated shall be reported to District by Developer. Developer shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Developer, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Developer shall so act if so authorized or instructed by District. Any compensation claimed by Developer on account of emergency work shall be determined by agreement.
- 28.7 Developer shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Developer shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Developer.
- 28.9 *[RESERVED]*
- 28.10 Trenches Five Feet or More in Depth. The Developer shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Developer shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- 28.10.1 All shoring submittals shall include surcharge loads from adjacent embankments, construction loads and spoil banks. Submittals shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.10.2 Nothing in this Section shall relieve Developer of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.11 Developer shall (unless waived by District in writing):
- 28.11.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.11.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed.

- Developer shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 28.11.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 28.11.4 Deliver materials to building area over route designated by District.
 - 28.11.5 Take preventive measures to eliminate dust.
 - 28.11.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
 - 28.11.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
 - 28.11.8 Not allow personal radios on the work site.
 - 28.11.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
 - 28.11.10 Developer shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Developer. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Developer shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Developer at no cost to District.
 - 28.11.11 Developer shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Developer for the Project, which will cover all work performed by Developer and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Developer, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Developer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Developer shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
 - 28.11.12 Developer and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those

areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.

- 28.11.13 Developer shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
 - 28.11.14 Developer shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." Developer shall take all reasonable steps necessary to ensure that any employees of Developer or any of its Subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Developer shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Developer or by the District. Developer shall impose these requirements on its Subcontractors.
 - 28.11.15 Developer and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Developer to ensure compliance with this Article. Any person in the employ of Developer or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Developer must sign and cause all and Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "I" and incorporated herein by this reference prior to commencing work on the Project.
- 28.12 Developer shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Developer shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Developer's failure to comply strictly with the IRCA.

29. PAYMENTS AND RETENTION

- 29.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Developer until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Developer shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.
 - 29.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
 - 29.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
 - 29.1.3 Monthly, the Developer shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Developer shall procure insurance

satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

29.1.4 Representatives of the District shall have the right to make inspections of the storage areas at any time; and

29.1.5 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

29.2 [Reserved]

30. NONCONFORMING WORK

Developer shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Developer shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Developer does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Developer's expense. If Developer does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Developer.

31. SUBCONTRACTOR PAYMENTS

31.1 Payments to Subcontractors. Developer shall ensure the Subcontractors are adequately and timely paid to avoid liens and claims arising from untimely payment. The Developer shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

31.3 [Reserved]

31.4 [Reserved]

32. SEPARATE CONTRACTS

32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Developer shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Developer as additional insured.

32.2 Notice of Coordination of Work. If the proper execution of any part of the Developer's work on the Project depends upon the work of any such contractors, Developer shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Developer is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Developer is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors

prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Developer to the District, nor shall Developer be required to provide insurance for such work.

33. USE OF PREMISES/SAFETY

Developer shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Developer shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Developer shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

34. CLEANING UP

34.1 Developer's Responsibility to Clean Up. Developer at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Developer shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Developer shall remove rubbish and debris resulting from the Work on a daily basis. Developer shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Developer shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom-cleaned daily.

34.2 General Final Clean-Up. Upon completion of Work, Developer shall employ experienced workers or professional cleaners for final cleaning, and clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program. These are the steps required:

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration:
2. Clean the Project site. The grounds should be cleared of any Developer equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds.
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors.
10. Special Clean-Up.
11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing.
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- c. Remove temporary protection and clean and polish floors and waxed surfaces.
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
- e. Wipe surfaces of mechanical and electrical equipment.
- f. Remove spots, soil, plaster and paint from tile work, and wash tile.
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- h. Vacuum-clean carpeted surfaces.
- i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Developer fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Developer pursuant to Article 12.2 and the District may seek a Deductive Change Order.

35. INSURANCE

35.1 Insurance Requirements. Before the commencement of the Work, the Developer shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Developer or subcontractor's operations under the Contract and for which the Developer may be legally liable, whether such operations are by the Developer, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Developer's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Developer and the Subcontractors; and
6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.2 Subcontractor Insurance Requirements. The Developer shall require its Contractor and Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of this Article without prior written approval of the District.

35.3 Additional Insured Endorsement Requirements. The Developer shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Developer, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Developer pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

35.4 Specific Insurance Requirements

35.4.1 Developer shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

35.4.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- | | |
|---|----------------|
| 1. Per occurrence (combined single limit) | \$1,000,000.00 |
| 2. Project Specific Aggregate (for this Project only) | \$2,000,000.00 |
| 3. Products and Completed Operations | \$1,000,000.00 |
| 4. Personal and Advertising Injury Limit | \$1,000,000.00 |

35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- | | |
|---|----------------|
| 1. Automotive and truck where operated in amounts | \$1,000,000.00 |
| 2. Material Hoist where used in amounts | \$1,000,000.00 |
| 3. Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |
| 4. In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). | |

35.5 Workers’ Compensation Insurance. During the term of this Contract, the Developer shall require Subcontractors to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Developer’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Developer shall provide or cause a Subcontractor to

provide adequate insurance coverage for the protection of those employees not otherwise protected. The Developer shall file with the District certificates of insurance and comply with Labor Code § 3700.

35.6 Builder's Risk/All Risk

35.6.1 *Course-of-Construction Insurance Requirements.* Subject to the requirement of the District to carry property insurance for any portion of the Project occupied by the District as set forth in the Lease and the CSA, the Developer, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinances and law in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Developer shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Developer and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Developer.

35.7 Fire Insurance. Before the commencement of the Work, the Developer shall procure, maintain, and cause to be maintained at the Developer's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

35.8 Other Insurance. The Developer shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

35.9 Proof of Insurance. The Developer shall not commence Work nor shall it allow any Developer's Subcontractors to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

35.9.1 Certificates and insurance policies shall include the following clause:

1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
4. The Developer and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

35.10 **Compliance.** In the event of the failure of Developer to furnish and maintain any insurance required by this Article 34, the Developer shall be in default under the Contract. Compliance by Developer with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Developer from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

35.11 **[Reserved]**

35.12 **Waiver of Subrogation.** Developer waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Developer shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.13 **Performance and Payment Bonds**

35.13.1 **Bond Requirements.** Prior to commencing any portion of the Work, the Developer shall or shall require its contractor to furnish separate payment and performance bonds for its portion of the Work which shall cover 100% performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent a payment and performance bond are provided by a contractor rather than by the Developer, a dual obligee rider shall be provided naming the District and Developer.

For each aggregate One Million Dollars (USD \$1,000,000) that the Contract Price is increased in accordance with the Contract Documents, the Developer shall (or shall require its contractor to), upon written request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Developer will release the surety. If the Developer fails to furnish the required bonds, the District may terminate the Contract for cause.

- 35.13.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- 35.13.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- 35.13.4 Developer is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Developer at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.
- 35.13.5 A dual obligee rider naming the District shall be issued for the Developer on the District Office Project.

36. HOLD HARMLESS AND INDEMNITY

Developer shall defend, indemnify and hold harmless District, Architect, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

Furthermore, Developer agrees to and does hereby defend, indemnify and hold harmless District, Architect, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney’s fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any negligent act, omission or breach of Developer or any person, firm or corporation employed by Developer, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Developer, and the Developer’s Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Developer (or any person hired or employed directly or indirectly by the Developer) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic’s lien claims.

Developer shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District to a minimum level as set forth in this Article and consistent with the language of this Article.

The Developer's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, the State of California and their officers, employees, agents and independent contractors (the "District Indemnified Parties") hereunder shall include, without limitation, any and all claims, damages, and costs for the following but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Developer or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") arising from failure to comply with the Construction Documents, provided however that Developer shall not be obligated to defend or indemnify the District Indemnified Parties against any claims, damages, or costs arising from or related to the gross negligence or willful misconduct of any of the District Indemnified Parties.

37. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

The Developer shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Developer shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Developer shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Developer's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Developer's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Developer shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Developer shall comply with all requirements of the State Water Resources Control Board. The Developer shall include all costs of compliance with specified requirements in the GMP.

Developer shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Developer shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Developer shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Developer hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Developer for delay in completing the Project caused by the Developer's failure to comply with the Permit.

38. SPECIAL NOTICE OF AMERICANS WITH DISABILITIES ACT

Some of the requirements in the Construction Documents are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Developer is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three

times actual damages sustained by a handicapped individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Developer shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Developer through a Deductive Change Order. Notwithstanding the foregoing, Developer shall not be in default hereunder or responsible for the cost of correction if its failure to meet the requirements of the ADA is the result of (a) errors or omissions, by the District, the District's Architect, the City of Chino, or any other governmental authorities with oversight over the Project, or (b) changes or Modifications to the Contract Documents made by, or at the direction of, the District, the District's Architect, the City of Chino, or any other governmental authorities with oversight over the Project, or (c) changes in the building code enacted after approval of the Contract Document, or (d) ADA violations not identified in the final Certified Access Specialist (CASp) inspection of the Work

- 38.1 Indemnification of ADA Claims. ADA claims arising from Developer's failure to comply with Construction Documents shall be indemnified, held harmless and defended by Developer.

39. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- 39.1 If the Project requires the use of imported soils, the Developer shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Developer must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 39.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Developer to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Developer is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Developer and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Developer and Developer is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Developer of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Developer shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

40. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Developer shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Developer believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that affects the District Office Project and is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement and which will materially affect the Work for the District Office Project.
 - 40.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Developer's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the District Allowance.
 - 40.2 In the event that a dispute arises between District and Developer whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Developer's cost of, or time required for, performance of any part of the work, Developer shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

41. NO ASBESTOS CERTIFICATION

- 41.1 Asbestos Free Installation Certification: Developer shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following
 - 41.1.1 Should asbestos containing materials be installed by the Developer in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - 41.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - 41.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - 41.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 - 41.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

42. LAWS AND REGULATIONS

Developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Developer performs any work knowing it to be contrary to such laws, ordinances, rules and regulations Developer shall bear all costs arising therefrom.

43. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Developer unless the same shall be in writing and signed by both District and Developer.

44. NOTICES

All communications in writing between District and Developer, including, without limitation, applications for payments, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by fax or email followed by regular mail, addressed pursuant to the Notice Section of Article 3.

45. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Developer with timely notification of the receipt of any third-party claim relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

46. ASSIGNMENT

Except Developer's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Developer shall not assign or sublet the Lease or this Construction Services Agreement for Development of District Office, provided however that during the CSA, (i) Developer may delegate any and all of its obligations hereunder to Contractor, and (ii) Developer may assign all of its right and interest in this Agreement or the Lease to an entity that controls, is controlled by, or is under common control with Developer.

47. HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

48. INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Developer as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

49. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement, the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though

it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

50. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

DEVELOPER:

[_____]¹

By: _____

Name: _____

Title: _____

CONTRACTOR:

XEBEC BUILDING COMPANY, INC.

DISTRICT:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Name
Title

By: _____

DATE: _____

DATE: _____

¹ NTD: Single purpose entity to be formed prior to execution

EXHIBIT "A"
GROUND LEASE (66-YEAR TERM)

EXHIBIT "B"
XEBEC REALTY, LLC
RESPONSE TO REQUEST FOR PROPOSALS
(Under Separate Cover)

EXHIBIT "C"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to XEBEC BUILDING COMPANY, INC. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Construction services agreement (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, XEBEC Building Company, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CHINO VALLEY UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond: nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, change order or addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named,
on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

EXHIBIT "D"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to XEBEC BUILDING COMPANY, INC. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: district office construction (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, XEBEC BUILDING COMPANY, INC., the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CHINO VALLEY UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect for change orders. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest

responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "E"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the Chino Valley Unified School District ("District") and Xebec Building Company, Inc. ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Chino Valley Unified School District ("District") as determined that ___Xebec Building Company ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Chino Valley Unified School District ("District") entered into a contract for services with Xebec Building Company ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The [____ Chino Valley Unified _____] School District ("District") entered into a contract for services with _____ Xebec Building Company, Inc. _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

EXHIBIT "I"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Chino Valley Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code Section 8350 et seq., the Chino Valley Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

EXHIBIT "J"

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Project Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is the stage of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the District Office for its intended use, provided however that (i) Substantial Completion shall not occur prior to the date on which all fire and life safety systems have been installed, and are working and signed off, and all building systems including mechanical, electrical and plumbing are all functioning, and (ii) Substantial Completion may occur notwithstanding the fact that additional finish work by the District remains to be completed including the installation of Furniture, Fixtures, and Equipment (which may include security systems) and specialty finishes by the District or District-directed subcontractors.

I certify that the Project has reached Substantial Completion as defined above on the following date: _____.

Project Architect

EXHIBIT "K"

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Developer prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.

Architect

District

GROUND LEASE

This Ground Lease ("**Lease**"), dated February __, 2020 for reference purposes only, is made by and between the Chino Valley Unified School District, a California School District organized and existing under the laws of the State of California ("**Landlord**"), and Yorba XC, LLC., a Delaware Corporation ("**Tenant**") (Landlord and Tenant may be collectively referred to as the "**Parties**" or each as a "**Party**").

1. **DEFINITIONS.** Unless otherwise defined in this Lease, Capitalized terms used herein shall mean as defined in the JOA, and if not defined in the JOA they shall mean as defined in the CSA.

1.1 "**CSA**" shall mean that certain Construction Services Agreement by and between Landlord and Tenant as dated above.

1.2 "**Developer Building**" shall mean an industrial building which Tenant shall have the right to construct and develop upon the Yorba Property, upon the basis of such design and plans as Tenant determines in its sole discretion (subject to the terms and conditions set forth in this Lease). The term Developer Building shall also include any improvements made upon the Yorba Property by Tenant, its agents, contractors, subcontractors and/or employs.

1.3 "**Developer Project**" shall refer to the construction and development of the Developer Building by Tenant, upon the basis of such design and plans as Tenant may, in its sole discretion (provided they comply with applicable law and code), later decide.

1.4 "**District Office**" shall mean a new approximately 60,000 square foot district office, to be developed, on the Ramona Property based on Schematic Design Documents prepared by architectural firm, Ware Malcomb, and which are attached to the CSA as Addendum 1

1.5 "**District Office Project**" shall refer to the development of the District Office as more fully detailed in the CSA and the "Districts' Plans and Specifications" (attached as Exhibit J to the CSA).

1.6 "**Master Documents**" shall refer collectively, to the JOA, this Ground Lease, and the CSA.

1.7 "**Mortgagee**" shall refer to the mortgagee of any mortgage (or in the case of a deed of trust, the beneficiary of any deed of trust) upon the leasehold estate created hereunder, and its successors and assigns.

1.8 "**Projects**" shall refer to the Developer Project and the District Office Project, collectively.

1.9 "**JOA**" shall mean that certain Joint Occupancy Agreement by and between Landlord and Tenant as dated above

2. **PROPERTY** Landlord does hereby lease to Tenant approximately 18.25 acres of raw land comprised of (a) the Yorba Property (approximately 13.75 acres) as more fully described and set forth on Attachment 1 (the "**Yorba Property**"); and (b) an approximately 4.5 acre portion of raw land of the Buena Vista High School property located at 13509 Ramona Ave., Chino, CA 91710 as more fully set forth and described in Attachment 2 (the "**Ramona Property**" and collectively with the Yorba Property, the "**Property.**") and Tenant hereby leases same from Landlord, subject to the provisions of this Lease. The Property is leased as part of a joint occupancy under Education Code Section 17515 et.seq.

3. **TERM.** The "**Term**" of this Lease shall commence on _____, 2020 (the "**Commencement Date**") and shall end upon (a) the expiration of the Initial Term, or (b) if duly exercised by Tenant, upon the expiration of the Option Term, unless sooner terminated as provided herein (collectively, the "**Termination Date.**"). The Initial Term of this Lease shall be 66 years from the Commencement Date (the "**Initial Term**").

4. **OPTION.** At Tenant's option, Tenant shall have the right (the "**Option**") and Landlord shall be

Initials: _____
 Landlord Tenant

obligated, to enter into a new lease whose term shall begin concurrently with the expiration of the Initial Term and shall expire 66 years thereafter (the "Option Term") (i.e. for a total of 132 years from the Commencement Date), on such terms and conditions identical to those existing in this Ground Lease, and with respect to such Property as was subject to the Ground Lease, immediately prior to the expiration of the Initial Term. Tenant may duly exercise the foregoing Option by giving written notice to Landlord that Tenant is exercising the Option. The foregoing written notice shall be given to Landlord at a date which is no later than six (6) months prior to the expiration of the Initial Term, and no earlier than 18 months prior to the expiration of the Initial Term.

5. RAMONA PROPERTY TERMINATION.

5.1 Upon the satisfactory Substantial Completion of the District Office Project and acceptance by the District of the District Office, the portion of this Ground Lease with respect to the Ramona Property, only, will terminate. This Ground Lease will in all other regards continue in full force with respect to the Yorba Property.

5.2 In the event that Landlord duly exercises its right to terminate the District Office Project "For Convenience" pursuant to the JOA, and Tenant elects to maintain the Yorba Development Rights (as defined in the JOA), the portion of this Ground Lease with respect to the Ramona Property, only, will terminate. The Ground Lease will in all other regards continue in full force with respect to the Yorba Property.

6. POSSESSION. Possession of the Property shall be deemed tendered to Tenant ("Tender of Possession") immediately upon execution of this Agreement.

7. BASE RENT. "Rent" as used herein shall refer, as applicable, to the "Initial Rent" or the "Fair Market Rent" as specified below:

7.1 Tenant hereby covenants and agrees to pay to Landlord as annual rent for the Property the sum of ONE DOLLAR (\$1.00) (the "Initial Rent") commencing on the Commencement Date and continuing on the anniversary of the Commencement Date each year. Notwithstanding the foregoing, if during the Initial Term, Landlord duly terminates the entire District Office Project "for convenience" (pursuant to Paragraph 5.4 of the JOA ["Termination for Convenience"]) prior to the Cutoff Date (as defined in the JOA), and Tenant thereafter elects to continue this Lease and to maintain the Yorba Development Right (as defined in the JOA) pursuant to Paragraph 5.4.5 of the JOA, then Tenant shall pay annual rent in the amount of Fair Market Rent (as defined below), in lieu of the Initial Rent, beginning on the anniversary of the Commencement Date which most immediately follows the Termination for Convenience Date (as defined in the JOA). Notwithstanding anything to the contrary herein, if there has been no Termination for Convenience prior to the Cutoff Date, Tenant may at any time (but shall have no obligation to) prepay the Initial Rent for the Initial Term.

7.2 During the Option Term, if any, Tenant hereby covenants and agrees to pay to Landlord annual rent, commencing on the first day of the Option Term (the "Option Commencement Date") and continuing on the anniversary of the Option Commencement Date each year thereafter until the expiration of the Option Term, in the amount of the Fair Market Rent (as defined below).

7.3 The "Fair Market Rent" shall mean eighty percent (80%) of the fair annual rent being charged during the year immediately prior to the beginning of the Option Term [or in the event of a Termination for Convenience of the entire District Office Project prior to the Cutoff Date, of the fair annual rent being charged at the time of such termination] for land comparable in location, size, condition and character as the Yorba Property, excluding any improvements thereon made by Tenant, as may be agreed upon by Landlord and Tenant. If Landlord and Tenant are unable to agree upon such a Fair Market Rent for the Yorba Property at least four (4) months prior to the beginning of the Option Term [or in the event of a Termination for Convenience of the entire District Office Project prior to the Cutoff Date, if Landlord and Tenant are unable to agree to a Fair Market Rent within ten (10) business days of such termination], then each party shall have 8 business days to hire and appoint, at its own expense, a licensed appraiser, each of whom shall have at least ten (10) years of experience appraising raw land and/or commercial land zoned for industrial use in the Southern California area (each an "Appraiser"). If either party fails to appoint its appraiser within the eight business day period, the other party may hire and appoint an appraiser on the first party's behalf and at the first party's

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expense – and shall be due and payable upon two weeks from the date of said Appraiser’s invoice. Following appointment of the second Appraiser, the Appraisers shall each exchange their appraisal of Fair Market Rent applying Uniform Standards of Professional Appraisal Practice (“USPAP”), taking into account location, size, condition and character of the Yorba Property, *inter alia* but excluding any improvements made by Tenant thereon (each a “Fair Market Rent Determination”) which shall be detailed in the form of an appraisal report which complies with USPAP standards (each an “Appraisal Report”). If the two Appraisers are able to agree as to a Fair Market Rent Determination for the Yorba Property, their agreed upon number shall be deemed the Fair Market Rent. If the Appraisers are unable to agree within fifteen (15) days of the exchange of their Fair Market Rent Determinations and Appraisal Reports, then the Appraisers will elect a third Appraiser meeting the qualifications stated above and the first two Appraisers will present the third Appraiser with their respective Appraisal Reports and Fair Market Rent Determinations. The third Appraiser shall then prepare his or her own Fair Market Rent Determination and Appraisal Report. The average of the two closest Fair Market Rent Determinations prepared by the Appraisers, shall be deemed the Fair Market Rent. The fee for hiring the third Appraiser shall be split equally by both Parties.

8. **OPERATING EXPENSE.** With respect to the Yorba Property, Tenant shall be responsible for all operating expenses, insurance, government permits, licenses, casualty losses, maintenance, taxes, Real Property Taxes, or other costs which may arise from this lease of the Yorba Property. With respect to the Ramona Property, Landlord shall be responsible for all operating expenses, insurance (except for those insurances which are the Tenant’s obligation to maintain pursuant to Paragraph 16, below), government permits, licenses, casualty losses, maintenance, taxes, Real Property Taxes, or other costs in connection with the Ramona Property.

9. **USE.**

Tenant may use the Property for any lawful use. Tenant shall be treated as constructive owner of the Property for all purposes including without limitation the ability to construct improvements thereon, and to sell, mortgage or lease any improvements constructed thereon in Tenant’s sole and absolute discretion.

Notwithstanding the foregoing, Tenant shall not intentionally or knowingly permit anything to be done in or on the Property which materially devalues the Property including, but not limited to: (a) spilling or depositing of hazardous substances in violation of applicable laws, (b) conducting businesses that would result in actual and material political or reputational harm for the Tenant or for the Landlord, (c) conducting any business or leasing to any business of disrepute, improper, immoral or unlawful purpose, (d) constructing improvements or performing acts that violate any applicable codes, laws or regulations of city, state or federal authorities, which violations are not cured as required by the applicable codes, laws or regulations (e) conducting business or allowing business to be conducted adjudged by a court of competent jurisdiction as a nuisance, or (f) failing to maintain insurances as required hereunder. Tenant shall not commit nor suffer to be committed any material waste in or upon the Property.

10. **CONDITION OF RAW LAND.**

Except as expressly set forth in this Lease, no representations are made as to the condition of the Property delivered to Tenant. Any due diligence with respect to the Ramona Property is addressed in the main CSA. Landlord shall deliver the Property to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that the Property does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. Notwithstanding the foregoing or anything to the contrary, Landlord represents and warrants as of the Commencement Date that Landlord has caused to be removed, and that the Property is free and clear of, all recorded mortgages, liens, deeds of trust, leases (except the lease created hereunder), and other monetary encumbrances. Landlord represents and warrants as of the Commencement Date of this Lease that, to the best of its knowledge after appropriate due diligence, there are no liens, mortgages, deeds of trust, encumbrances, leases, easements, rights of way, or other obligations or instruments secured by or affecting the Property or any portion thereof, other than those disclosed by the preliminary title report, attached hereto as **Attachment 3**. Except as otherwise provided in this Lease, Tenant hereby accepts the Property in “as is” condition existing as of the Lease Commencement Date or the date that Tenant takes exclusive possession of the Property, whichever is earlier.

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Landlord Tenant

11. **CONSTRUCTION.**

11.1 **Landlord's Obligations.**

A. Landlord represents and warrants that to its actual knowledge, the Property is in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Property. If the Property or any portion thereof does not comply with any of Landlord's representations or warranties in this or any other paragraph of the Lease, Tenant shall have the right (and without limiting or waiving any of Tenant's other rights or remedies) to require Landlord to promptly rectify any such non-compliance, upon written notice from Tenant setting forth with specificity the nature and extent of such non-compliance.

11.2 **Tenant's Rights; Developer Project**

A. Tenant may, at its option, develop and construct upon the Yorba Property, at Tenant's sole expense, an industrial building(s) on the basis of such design and plans as Tenant may determine in its sole discretion (together with any other improvements made upon the Yorba Property by Tenant, its agents, contractors, and employs, the "**Developer Building**"; and in reference to the construction and development of such Developer Building, the "**Developer Project**").

B. Title; Developer Project. During the term of this Ground Lease insofar as it covers the Yorba Property, title to and ownership of the Developer Building shall be vested exclusively as Tenant's personal property, with all rights appurtenant to such ownership including without limitation the right to hold, maintain, sell, demise, lease, sublease, mortgage, encumber, collateralize, hypothecate, and/or otherwise dispose of all or any portion of the Developer Building. Upon the expiration of the Term of the Ground Lease as it relates to the Yorba Property, title to the Developer Building shall vest exclusively in the Landlord.

11.3 **Tenant's Obligations; District Project**

A. Tenant shall construct the District Office upon the Ramona Property in conformity with Schematic Design Documents and as more fully outlined in the JOA and the CSA. All improvements made to the District Office Property shall be subject to review and approval by the City of Chino or other applicable governing authority, and the anticipated improvement shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements. If Landlord shall give its consent to Tenant's making such improvement, the consent shall be deemed conditioned upon Tenant acquiring all entitlements and permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. Any consent, or approval by Landlord hereunder shall not be unreasonably withheld, conditioned or delayed.

B. Title; District Project. Title to all work completed pursuant to the CSA and in the course of construction, and title to and ownership of all materials and the buildings constructed in the District Office Project, including the District Office, shall vest exclusively in District upon Substantial Completion and acceptance by District of the District Office Project, whereupon this Lease shall terminate with respect to the Ramona Property, as more fully set forth in Paragraph 5.1.

C. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Property, or any portion thereof which remains subject to this Lease, to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. All leases, sales, subleases, or arrangements made with respect to the District Office and/or Developer Building shall be assigned to Landlord along with the updated financial status associated with each sale, lease, sublease, or other arrangement made with respect to the District Office and/or Developer Building.

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Landlord Tenant

11.4 All Construction Shall be Subject to Jurisdictional Review. With respect to all improvements made by Tenant on the Property (including without limitation the District Office Project, and the Developer Project):

A. California Environmental Quality Act Review, approvals for entitlements, Regional Water Quality Control Requirements and other applicable environmental reviews and approvals are the responsibility of Tenant.

B. Tenant shall reasonably promptly cause to be discharged (whether by payment, deposit, surety bond, court order, or otherwise) all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Property, which claims are or may be secured by any mechanic or materialman liens against the Property or any interest therein. Tenant shall have the right to contest through legal process the amount, enforceability, or validity of any liens or claims against the Property, or any portion thereof.

C. All improvements shall be constructed in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Tenant until the end of the Lease Term at which time the improvements (that are not Tenant's personal property) shall be surrendered with the Property, or any portion of the Property which may remain subject to this Lease, at the expiration of the Term.

D. Tenant shall provide Landlord with as-built plans and specifications for any alterations, improvements, additions or utility installations.

E. Tenant shall acquire all required entitlements and from the applicable governmental agencies, with respect to the Projects, and comply with all conditions of said permit in a prompt and expeditious manner.

F. Landlord shall cooperate with Tenant using its best efforts, at no cost to Landlord, to facilitate the development of the Developer Project, and the District Project, including without limitation with respect to (a) any applications or permissions, (b) acquiring all required entitlements, permits, licenses, (c) compliance with conditions set forth by any applicable governmental agency, (d) communications with any applicable governmental authority, and (e) otherwise effectuating the intent of this Lease, the CSA, and/or the JOA.

12. PERSONAL PROPERTY. Notwithstanding anything to the contrary, Tenant's personal property, trade fixtures and equipment, which are not permanently affixed to the Property, other than Utility Installations, shall remain the property of Tenant and may be removed by Tenant at any time, but not later than upon the expiration of this Ground Lease as it relates respectively to the Ramona Property, and the Yorba Property. Tenant shall repair at its sole cost any damages caused by such removal. As used in this Lease, the term "Utility Installations" refers to, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Property.

13. LIENS. The underlying Property is public property and shall not be encumbered by liens, except as permitted in Paragraph 14. Tenant shall conspicuously post a Notice of Non-Responsibility consistent with the requirements of Civil Code section 8444. Any liens or stop notices that are filed or recorded shall strictly only apply to the constructed improvement and Tenant shall reasonably promptly cause to be discharged (whether by payment, deposit, surety bond, court order, or otherwise) all claims for work or labor done, supplies furnished or services rendered to Tenant and shall keep the Property free and clear of all mechanic and materialman liens in connection therewith; provided however that in the event Tenant has a bona fide dispute with respect to the validity, basis, enforceability or amount of any such claim, or lien, Tenant may contest, through appropriate legal process, any such claims or liens. If Tenant does not post a Notice of Non-Responsibility, Landlord shall have the right to post or keep posted on the Property, or in the immediate vicinity thereof, any notices of non-responsibility for any construction, alteration, or repair of the Property by Tenant and seek costs for such posting from the Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from liens and claims under this Paragraph 13, except those permitted by Paragraph 14.

14. ENCUMBRANCES, ASSIGNMENT AND SUBLETTING.

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14.1 **Constructed Improvements.** Tenant shall have the right to assign, sell, transfer, demise, lease, sublease, hypothecate, mortgage, finance, and/or encumber all or any portion of it interest in the Developer Building, without Landlord's consent, upon 15 days' advance notice to Landlord.

14.2 **Lease.** Tenant shall have the right to assign, sell, transfer, demise, sublease, hypothecate, mortgage, finance, and/or encumber its interest in the Lease or any right hereunder, upon 30 days' advance notice to Landlord, and Landlord's consent which shall not be unreasonably withheld, conditioned, or delayed.

Any request for consent, to assign, transfer or sublease the Lease shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within thirty (30) days of written request by Tenant; except in cases where Board consent is required and it was not possible to agendize the request with the Board within the original thirty (30) day period, in which case Landlord's time period to respond to the request shall be extended to sixty (60) days. If Landlord has not responded to such notice or request within the applicable time period, Landlord shall be deemed to have consented to the request.. Notwithstanding the foregoing or anything to the contrary herein, Tenant shall have the right to assign, transfer, lease or sublease the Lease to an Affiliate without Landlord's consent, upon 15 days' notice to Landlord. As used in this Lease, the term "Affiliate" shall mean: (A) a parent, subsidiary, affiliate, or division of, or an entity controlling, controlled by or under common control with, Tenant, (B) a successor entity related to Tenant by merger, consolidation, reorganization or government action, (C) a purchaser or transferee of all or substantially all of the assets of Tenant.

14.3. **Fee Interest in Property.** Tenant shall have no right to encumber (including to place a mortgage or deed of trust upon) the fee interest in the Property (i.e. the real property), or any portion thereof, in order to secure repayment of any financing for the Developer Project or District Project.

15. **NON-DISTURBANCE.** Landlord agrees, for the benefit of all sub-tenants of all or any part of the Yorba Property, including without limitation the Developer Building, that if this Lease or Tenant's right to possession of the Yorba Property, or any portion thereof, is terminated, all subleases relating to such portion of the Yorba Property and/or Developer Building, except any sublease to an Affiliate of Tenant, shall continue in full force and effect, notwithstanding the termination, as direct leases between Landlord and the subtenants and all such subtenants shall, upon request, attorn in writing to Landlord.

Landlord further agrees that, during the term of this Lease, Landlord shall ensure that and cause any sale, transfer, or assignment of the Property or the Developer Building to be taken subject to (a) Tenant's rights under this Lease, the JOA and the CSA, and (b) the rights of any subtenants.

16. **INSURANCE AND INDEMNITY.**

16.1 **Liability Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord and Tenant against all liability arising out of the ownership, use, occupancy or maintenance of the Property, or such portion thereof which remains subject to the Lease, and all areas appurtenant thereto.

16.2 **Property Insurance - Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, insurance for property damage to the Developer Building of at least \$1,000,000.00.

16.3 **Insurance Policies.** Tenant shall deliver to Landlord copies of liability insurance policies required under this Paragraph 16 or certificates evidencing the existence and amounts of such insurance within fourteen (14) business days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction

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of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

16.4 Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers of subrogation. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this waiver.

16.5 Tenant's Indemnification of Landlord. Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the gross negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Property under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

16.6 Landlord's Indemnification of Tenant. Landlord shall indemnify, defend, and hold harmless Tenant (including Tenant's officers, directors, shareholders, agents and employees (collectively the "Tenant Parties")), from and against any and all claims, losses, damages, fees, costs, awards, judgments, and/or liability (collectively, "Claims") arising out of, connected with, or in any way relating to (i) the act or omission of any other individual(s), person(s), or entity(ies) occurring, or any condition of the Property which existed, prior to Tenant's occupancy of the Property, including without in any way limiting the generality of the foregoing, any and all environmental damage of any kind, and the effects of hazardous or toxic materials on the environment or any person or property which existed or occurred, prior to Tenant's occupancy of the Property, and (ii) the gross negligence or willful misconduct of Landlord, its employees, agents, or contractors.

17. REAL PROPERTY TAXES.

17.1 Payment of Taxes. Tenant shall pay the Real Property Tax, as defined in Paragraph 17.2, applicable to the Yorba Property. Landlord shall pay the Real Property Tax applicable to the Ramona Property, if any. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business-related matters associated with the disposition of the Property.

17.2 Definition of Real Property Tax. As used herein, the term "Real Property Tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Property or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Projects or in any portion thereof, as against Landlord's right to Rent or other income therefrom.. The term "Real Property Tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "Real Property Tax", or (ii) the nature of which was hereinbefore included within the definition of "Real Property Tax", or (iii) which is imposed for a service or right not charged prior to June 1, 1978, or, if previously charged, has been increased since June 1, 1978, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof.

17.3 Personal Property Taxes.

A. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained on or in the Yorba Property. Conversely, Landlord shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property contained on or in the Ramona Property.

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B. If any of Tenant's said personal property upon the Yorba Property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

18. LANDLORD'S ACCESS.

18.1 Landlord and Landlord's agents shall have the right to enter upon the Property at reasonable times with reasonable written notice, but in no event less than five (5) business days' notice, for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, taking safety measures as Landlord may reasonably deem necessary or desirable as long as there is no material adverse effect to Tenant's use of the Property or conduct of its business.

18.2 Landlord shall coordinate with Tenant to obtain access to Property.

19. ENCUMBRANCES BY LANDLORD.

During the Term of this Lease, Landlord shall not have the right to lease, license, encumber, hypothecate, mortgage, place a lien on, secure any obligation with, or to collateralize all or any portion of, the Property which remains subject to the Lease, or the fee interest in such Property, or any improvements thereon, nor shall Landlord permit or suffer any other individual, tenant or entity, except Tenant, to do any of the foregoing, without the written consent of Tenant and Mortgagee, if any.

20. PROTECTION OF MORTGAGEE. Until the time, if any, that a deed of trust or mortgage of the leasehold estate hereunder shall be satisfied and released of record:

20.1 In the event of a Default by Tenant under this Ground Lease (and after the expiration of any grace or cure periods related thereto), Landlord shall thereafter give written notice thereof to the Mortgagee at the address indicated above (or such other address as Mortgagee may indicate by notice hereafter to Landlord in writing) and Mortgagee shall have the right (but not the obligation) to cure such Default or failure within the Mortgagee Cure Period (defined below). As used herein, the "Mortgagee Cure Period" shall mean thirty (30) days from the date of Mortgagee's receipt of written notice from Landlord of the failure or Default; provided, however, that if the nature of the Default or failure is such that more than thirty (30) days are reasonably required for its cure, and Mortgagee has commenced to cure such failure within such thirty (30) days, and thereafter diligently pursued such cure to completion, the Mortgagee Cure Period shall be extended for such period as needed to complete the curing of such failure or Default. During such Mortgagee Cure period, Landlord shall not take any action with respect to such failure or Default under the Ground Lease, including, without limitation, any action intended to terminate, rescind, disturb, or avoid the Ground Lease or Tenant's tenancy, quiet enjoyment, or possession thereunder, for any reason, until such Mortgagee Cure period has expired. The Mortgagee shall have the right to enter upon the Property to render any cure, or give such performance.

20.2 With respect to Defaults by Tenant that are not capable of or subject to cure by Mortgagee within the Mortgagee Cure Period, so long as Mortgagee pays or causes to be paid any rent or other monetary obligations of Tenant due under this Ground Lease as the same becomes due, and initiates steps to acquire Tenant's interest in the Ground Lease by foreclosure or other appropriate means and prosecutes the same to completion with diligence (unless such action is stayed or enjoined), Landlord shall not terminate the Ground Lease and the Mortgagee shall be entitled to a sufficient time period (including any period during which the Mortgagee's actions are stayed or enjoined) to complete its steps to acquire Tenant's interest in the Ground Lease prior to termination of the Ground Lease by the Landlord. Nothing in this Paragraph 20.2, however, shall be construed to extend the Ground Lease beyond its Term (as extended by the Option if exercised), nor require Mortgagee to initiate or continue foreclosure proceedings after any Default has been cured. If the Default has been cured, and Mortgagee has elected not to initiate or to discontinue any foreclosure proceedings, then the Ground Lease shall continue in full force and effect as if Tenant had not defaulted under the Ground Lease.

20.3 The Mortgagee shall not be required to obtain possession or to continue in possession of the Property, or to continue to prosecute foreclosure proceedings, if and when such Default shall be cured; and upon such

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cure the Ground Lease shall continue in full force and effect as if Tenant had not defaulted under the Ground Lease. If a Mortgagee, its nominee, a purchaser at a foreclosure sale, or other individual purchasing the leasehold estate directly from Mortgagee, shall acquire title to Tenant's leasehold estate hereunder, a Default that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a Default under this Lease.

20.4 If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

20.5 In the event Mortgagee shall ever become the owner of the rights and interests of Tenant in and to the Property and Ground Lease by reason of judicial foreclosure, nonjudicial trustee's sale or other proceedings brought by Mortgagee to enforce its rights under the mortgage (or deed of trust) and/or Loan Documents, Mortgagee shall be deemed to be Tenant's successor and assignee under the Ground Lease (notwithstanding anything in the Ground Lease prohibiting or restricting assignment by the Tenant or establishing conditions under which an assignment by the Tenant would be permitted) and shall be entitled to all rights, benefits and privileges of the Tenant under the Ground Lease; and Landlord shall be bound to Mortgagee under all of the terms, covenants and conditions of the Ground Lease for the balance of the term thereof remaining and any renewal or extension period thereof duly exercised as required by the Ground Lease, all without the need to execute any further instruments on the part of Landlord, Tenant or Mortgagee to make such succession and assignment effective and binding upon Landlord. Provided, however, that Mortgagee or its direct successors or assigns shall not be (a) liable for any action or omission of Tenant, other than the payment of rent due under the Ground Lease or (b) be bound by amendment or modification of the Ground Lease made without Mortgagee's advance written consent (which consent shall not be unreasonably withheld).

20.6 Without in any way limiting the foregoing, Landlord and Tenant each agree that no Default and no termination or cancellation of the Ground Lease in connection therewith shall be effective unless notice shall first have been given to Mortgagee in accordance with the terms of this Ground Lease.

20.7 If this Lease is terminated or cancelled due to a Default or for any reason (including without limitation because of the bankruptcy or insolvency of Tenant, or due to a rejection of the Ground Lease during bankruptcy proceedings), Mortgagee shall have the right to, (and upon the giving of written notice to Landlord, Landlord shall be obligated to) enter into a new Lease on the same terms and conditions as provided herein (including any options to extend) as a direct lease between Landlord and Mortgagee (who shall be thereafter be treated as the "Tenant" hereunder).

20.8 This Ground Lease shall not be amended or modified in any manner or respect without the prior written consent of Mortgagee, if any, and any purported amendment or modification made without such consent shall be ineffective and void as to Mortgagee.

20.9 Landlord consents to the exercise by Mortgagee of any and all rights and remedies permitted under Mortgagee's mortgage or deed of trust, as the case may be, and all other documents executed by Tenant in connection with such mortgage or deed of trust (collectively the "Loan Documents"), and to the exercise of such additional legal and equitable rights and remedies as may be available to Mortgagee, in the event of a default or event of default under the Loan Documents. Furthermore, Landlord expressly agrees that neither the execution, delivery and/or recording of the mortgage or deed of trust, nor the execution, delivery and/or recording or filing of any other instrument or Loan Document(s), nor any other matters to which Landlord has given its consent herein, shall be deemed to constitute a Default or event of default under this Ground Lease.

21. **DEFAULT; REMEDIES.**

21.1 **Default.** The occurrence of any one or more of the following events shall constitute a "Default" of this Lease:

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A. Except in circumstances of Force Majeure, the vacation or abandonment of the Ramona Property, while such property remains subject to this Lease, by Tenant. Vacation or abandonment of the Ramona Property shall mean the failure to occupy the Ramona Property while such property remains subject to this Lease for a continuous period of ninety (ninety) days or more, whether or not the Rent is paid.

B. An Event of Default (as defined in the JOA) by Tenant of the Joint Occupancy Agreement. For the avoidance of doubt, neither an Event of Default (as defined in the JOA) of the JOA by Landlord, or Landlord's Termination for Convenience (as defined in the JOA) of the District Office Project, shall constitute a Default of this Lease by Tenant, or provide grounds for Landlord to terminate this Lease.

C. The failure by Landlord or Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by it, where such failure shall continue for a period of (a) fifteen (15) days after written notice thereof from the other party, in the event of a monetary default or (b) in the event of a non-monetary default, thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of a party's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then that party shall not be deemed to be in Default if it commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant is adjudged legally bankrupt; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days after appointment of such receiver; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Paragraph 21.1 (D) is contrary to any applicable law, such provision shall be of no force or effect.

21.2 Landlord's Remedies. In the event of any material Default of this Lease by Tenant as specified in Paragraph 21.1 above Landlord may at any time thereafter, upon notice to Tenant, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Default;

A. Terminate Tenant's right to possession of the Property by a lawful means, in which case the JOA, the CSA, and this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Property to Landlord.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Property. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Property are located.

21.3 Tenant's Remedies. In the event of any Default of this Lease by Landlord as specified in Paragraph 21.1 above Tenant may at any time thereafter, upon notice to Landlord, and without limiting Tenant in the exercise of any right or remedy which Landlord may have by reason of such Default;

A. Terminate this Lease, the JOA, and the CSA, including Tenant's obligations thereunder.

B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Property. In such event Tenant shall be entitled to enforce all of Tenant's rights and remedies under this Lease.

C. Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of that state wherein the Property are located.

22. CONDEMNATION. If the Yorba Property or Ramona Property or any portion thereof or the Projects are

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taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Yorba Property or Ramona Property are taken by such condemnation as would substantially and adversely affect the operation or profitability of Tenant's business conducted from the said Property, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Property remaining, except that the Base Rent shall be reduced in the proportion that taken or condemned area bears to the area of the Yorba Property or Ramona Property, as applicable. Any award for the taking of all or any part of the real estate underlying the Property or the Project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for the loss of, taking of, diminution in value of, or damage to the Developer Building, rent proceeds or other income derived from the Developer Building, Tenant's trade fixtures, removable personal property and any improvements made to the Property made or been paid for by Tenant. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Property caused by such condemnation except to the extent that Tenant has been reimbursed directly therefor by the condemning authority. Landlord shall pay any amount in excess of such severance damages required to complete such repair.

23. ESTOPPEL CERTIFICATE.

23.1. Each Party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other Party, or any Mortgagee ("requesting party") execute, acknowledge and deliver to the requesting Party a signed statement in writing, in the commercially reasonable form requested by such requesting party (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

23.2. The failure to deliver such statement within such time shall be conclusive upon the responding Party that (i) this Lease is in full force and effect, without modification except as may be truthfully represented by the requesting Party, (ii) there are no known uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

24. BROKER'S FEE.

24.1. No brokers were involved in connection with this Lease.

24.2. Tenant and Landlord each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder (other than the person(s), if any, whose names are set forth in Paragraph 24.1, above) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Tenant and Landlord do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or agreements with the indemnifying Party. Tenant agrees that Landlord shall not be responsible for any broker fees related to this transaction, or to Tenant's renewal of the Lease.

25. LANDLORD AND OWNER(S) LIABILITY. Landlord's liability under the Lease is limited to its actual interests in the Property including any improvements thereon, the Projects, and any rents, profits, and/or proceeds of the foregoing. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed

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documents related thereto shall not constitute personal obligations of Landlord's agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).

26. **SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

27. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.

28. **INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS.** This Lease, the JOA, and the CSA contains all agreements of the Parties with respect to any matter mentioned therein. No other prior or contemporaneous agreements or understandings pertaining to any such matter shall be effective even if such writings or understandings are materially different than those contained herein. This Lease may be modified in writing only, signed by the Parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the real estate broker, if any, listed in Paragraph 24 hereof nor any cooperating broker on this transaction nor the Landlord or any employee or agents of any of said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Property or the Project and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Property and the compliance thereof with all applicable laws and regulations in effect during the Term of this Lease. Each of the Master Documents are incorporated by reference into the other.

29. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, by personal delivery, or by overnight delivery service (e.g. FedEx or UPS) and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the mailing address(es) below the signature of the respective Parties (or to the Property, if the notice is to Tenant, and no address is below Tenant's signature) on the signature page of this Lease. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord or Tenant hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord or Tenant, respectively, may from time to time designate either in writing or under Landlord's or Tenant's, signature block, respectively, on the signature page of this Lease.

30. **WAIVERS.** No waiver by either party of any provision hereof shall be deemed a waiver of by that party of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. A party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of that party's consent to or approval of any subsequent act by the other. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

31. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

32. **COVENANTS AND CONDITIONS.** Each provision of this Lease shall be deemed both a covenant and a condition.

33. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Paragraph 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California, County of San Bernardino.

34. **ATTORNEY'S FEES.** In the event that it becomes necessary for either party to initiate legal proceedings to enforce or interpret any provision of this Lease, the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees.

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35. **SIGNS.** Landlord may, at any time prior to the last 120 days of the Term of this Lease, place on or about the Premises, or the Project, any ordinary "For Sale" signs or "For Lease" signs, on or about the Property. Placement of such signs by Landlord shall not interfere with the Tenant's use of the Property, the Projects, or the operation of Developer's business.

36. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall operate as an assignment to Landlord of any or all of such subtenancies.

37. **CONSENTS.** Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld, conditioned or delayed.

38. **QUIET POSSESSION.** Upon Tenant paying the Rent for the Property and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Property for the entire Term hereof subject to all of the provisions of this Lease.

30. **HOLDING OVER.** If Tenant remains in possession of the Property or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term including but not limited to the "Option to Extend Term."

40. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives all statutory or common law landlord's lien rights with respect to personal property located on the Property.

41. **PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

42. **AUTHORITY.** Tenant and Landlord, and each individual executing this Lease on their behalf, represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

43. **CONFLICT.** In the event of a conflict between any typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

44. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

45. **MULTIPLE PARTIES.** If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

46. **COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease. Signatures of the parties hereto transmitted by PDF (portable document format) shall be deemed to be their original signatures for all purposes.

47. **ENVIRONMENTAL CONDITIONS AND HAZARDOUS WASTES.**

47.1 **Hazardous Wastes.** Tenant (and any of Tenant's Tenants) shall not generate, handle, store or dispose of hazardous or toxic materials in violation of any federal, state or local law, ordinance or regulation in, on or about the Property, or the Project. A provision in Tenant's Leases shall provide that Tenants shall not handle, store or dispose of hazardous waste in violation of federal, state or local law, ordinance or regulation in, on or about the Property.

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48. **FURTHER ASSURANCES.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

49. **HEADINGS.** The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

50. **ATTACHMENTS.** Attached hereto are the following documents, which constitute a part of this Lease:
Attachment 1 – Ramona Property Legal Description
Attachment 2 – Yorba Property Legal Description
Attachment 3 – Preliminary Title Report.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PROPERTY. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

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IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

LANDLORD:

CHINO VALLEY UNIFIED SCHOOL DISTRICT, a
California Public Entity

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Address for Notices:

Chino Valley USD
5130 Riverside Drive
Chino, CA 91710-4130

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

TENANT:

Yorba XC, LLC., a Delaware Corporation

By: _____

Its: _____

Date: _____

Address for Notices:

3010 Old Ranch Parkway, Suite 470
Seal Beach, CA 90740

Attention: _____

Facsimile: _____

Tax ID#: _____

E-Mail: _____

WITH A COPY TO:

Raines Feldman LLP
1800 Avenue of the Stars
12th Floor
Los Angeles, CA 90067
ATTENTION TO: Andrew Raines

Initials: _____
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LEGAL DESCRIPTION OF RAMONA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 4 OF PARCEL MAP NO. 3511, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN BASEMENT FOR PIPE LINE AND APPURTENANCES OVER THE EASTERLY 10 FEET OF PARCELS 1, 2, AND 3 OF PARCEL MAP NO. 3511, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 1019-441-06-0-000; 1019-441-06-W-000

LEGAL DESCRIPTION OF YORBA PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 51, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CHINO, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAID COUNTY.

EXCEPT THE SOUTH ONE-HALF THEREOF.

NOTE: AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF ADJOINING STREETS AS SHOWN ON SAID MAP.

[APN](#): 1019-511-06-0-000

PARCEL 2:

THE SOUTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAN BERNARDINO COUNTY.

[APN](#): 1019-441-03-0-000

PARCEL 3:

THE NORTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAN BERNARDINO COUNTY.

EXCEPTING THEREFROM THE EASTERLY 5 FEET OF THE NORTHERLY 55 FEET OF LOT 46, AND THE EASTERLY 5 FEET OF THE SOUTHERLY 55 FEET OF THE NORTHERLY 162 FEET OF SAID LOT 56, AS CONVEYED TO THE CITY OF CHINO, A MUNICIPAL CORPORATION, FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED [MAY 18, 1962 IN BOOK 5702, PAGE 175 OFFICIAL RECORDS](#).

[APN](#): 1019-441-04-0-000

[Map](#)



Chicago Title Company

725 South Figueroa Street, Suite 200, Los Angeles, CA 90017
Phone: (213) 488-4300 • Fax: (213) 488-4377

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00117307-994-LT2-DB

Escrow/Customer Phone: (213) 488-4300

Xebec Realty Partners
510 S. Hewitt St., No. 115
Los Angeles, CA 90013
ATTN: Jay Soni
Email: jays@xebecllc.com

Title Officer: **Dave Balassi (LA/Comm)**
Title Officer Phone: (213) 488-4394
Title Officer Fax: (213) 488-4360
Title Officer Email: **TeamX49@ctt.com**

PROPERTY: 13404 YORBA AVENUE, CHINO, CA

AMENDED PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.



Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: 
Authorized Signature



By: 
ATTEST 
President Secretary



AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: October 15, 2019 at 7:30 a.m., Amended: October 31, 2019, Amendment No. 1

ORDER NO.: 00117307-994-LT2-DB

The form of policy or policies of title insurance contemplated by this report is:

A PRELIMINARY REPORT ONLY

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CHINO UNIFIED SCHOOL DISTRICT LAND ACQUISITION CORPORATION, a California non-profit corporation, as to Parcel 1

CHINO UNIFIED SCHOOL DISTRICT, LAND ACQUISITION CORPORATION, subject to Item 15, as to Parcels 2 and 3

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 51, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CHINO, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAID COUNTY.

EXCEPT THE SOUTH ONE-HALF THEREOF.

NOTE: AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE COMPUTED TO THE CENTERS OF ADJOINING STREETS AS SHOWN ON SAID MAP.

[APN: 1019-511-06-0-000](#)

PARCEL 2:

THE SOUTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAN BERNARDINO COUNTY.

[APN: 1019-441-03-0-000](#)

PARCEL 3:

THE NORTH ½ OF LOT 46, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN [BOOK 6, PAGE 15 OF MAPS](#), RECORDS OF SAN BERNARDINO COUNTY.

EXCEPTING THEREFROM THE EASTERLY 5 FEET OF THE NORTHERLY 55 FEET OF LOT 46, AND THE EASTERLY 5 FEET OF THE SOUTHERLY 55 FEET OF THE NORTHERLY 162 FEET OF SAID LOT 56, AS CONVEYED TO THE CITY OF CHINO, A MUNICIPAL CORPORATION, FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED [MAY 18, 1962 IN BOOK 5702, PAGE 175 OFFICIAL RECORDS](#).

[APN: 1019-441-04-0-000](#)

[Map](#)

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity.

Affects: APN: 1019-511-06-0-000, 1019-441-03-0-000, 1019-441-04-0-000

- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

THE FOLLOWING MATTERS AFFECT PARCEL 1:

2. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Book 355, Page 270 Deeds](#)

3. A right of way of undisclosed route and width for water pipes and conduits as set forth in the deeds from Chino Land and Water Company to West Chino Water Company, recorded in [Book 412, Page 155 Deeds](#), and recorded in [Book 466, Page 201 Deeds](#).

Reference is hereby made to said document for full particulars.

4. Rights of the public to any portion of the Land lying within the area commonly known as Yorba Avenue (West Vernon Avenue).

EXCEPTIONS
(Continued)

5. Conditional Certificate of Compliance

Executed by: George Putnam
Dated: January 17, 1990
Compliance No.: 90-1
Recording Date: January 26, 1990
Recording No: [1990-033009 Official Records](#)

Which among other things, provides for: Upon conveyance to the School District, the following improvements shall be required prior to the issuance of a building permit or grant of project approval on the subject parcel pursuant to Section 66499.35 of the Government Code.

1. The additional public street dedication of eight feet for Yorba Avenue shall be accomplished pursuant to the requirements of the City's General Plan.
2. The thirty-foot easement dedication along the east property line must be made in order to accommodate public utilities and rail line in conformance with the General Plan.
3. Full public street improvements shall be designed and constructed for Yorba Avenue in accordance with City Standards and Specifications.
4. Pay all applicable fees pursuant to the City Code.

Reference is hereby made to said document for full particulars.

6. A Lease Agreement, dated as of October 01, 1989, recorded in the Official Records of San Bernardino County as [Instrument No. 89-410450](#).

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Matters contained in that certain document

Entitled: Amendment No. 4 to Lease Agreement
Dated: January 19, 1990
Executed by: Chino Unified School District and Chino Unified School District Land Acquisition Corporation
Recording Date: January 26, 1990
Recording No: [90-033011 Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(Continued)

Matters contained in that certain document

Entitled: Supplemental Assignment Agreement
Dated: January 19, 1990
Executed by: Chino Unified School District Land Acquisition Corporation and First Trust National Association
Recording Date: January 26, 1990
Recording No: [90-033012 Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Amendment No. 7 to Lease Agreement
Dated: January 01, 1991
Executed by: Chino Unified School District and Chino Unified School District Land Acquisition Corporation
Recording Date: April 05, 1991
Recording No: [91-114499 Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCELS 2 AND 3:

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: West Chino Water Company
Purpose: Water pipes and conduits
Recording Date: April 18, 1908
Recording No: [Book 412, Page 155 Deeds](#)
Affects: A portion of said land as more particularly described in said document

and Recording Date: November 19, 1910
and Recording No: [Book 466, Page 201 Deeds](#)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Chino Land and Water Company
Purpose: Public utilities
Recording Date: June 26, 1909
Recording No: [Book 439, Page 138 Deeds](#)
Affects: A portion of said land as more particularly described in said document

9. Easements and rights incidental to the ownership of an undivided 3/4ths interest in a well located on the North 1/2 of Lot 46 as said interest was excepted in the deed from Boruch Katz, et al., recorded [May 15, 1974 in Book 8431, Page 45 Official Records](#).

EXCEPTIONS
(Continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Chino
Purpose: Public street and road, public utilities, wires, cables, conduits, storm sewers, sanitary sewers and water pipe lines
Recording Date: December 07, 1982
Recording No: [82-243581 Official Records](#)
Affects: A portion of Lot 46 as more particularly described in said document

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Robert D. Barrick
Purpose: Drainage rights and construction of drainage works
Recording Date: July 14, 1989
Recording No: [89-255454 Official Records](#)
Affects: A portion of Lot 46 as more particularly described in said document

12. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: March 01, 1994
Lessor: Chino Unified School District Land Acquisition Corporation, a California nonprofit public benefit corporation
Lessee: Chino Unified School District, a California school district
Recording Date: April 07, 1994
Recording No: [94-163184 Official Records](#)

Assignment of the Lessor's interest under said lease,

Assignor: Chino Unified School District Land Acquisition Corporation, a California nonprofit public benefit corporation
Assignee: First Trust National Association, a national banking association as Trustor for the benefit of the Certificate Owners
Recording Date: April 07, 1994
Recording No: [94-163191 Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

13. A ground lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: March 01, 1994
Lessor: Chino Unified School District, a California school district
Lessee: Chino Unified School District Land Acquisition Corporation, a California nonprofit public benefit corporation
Recording Date: April 07, 1994
Recording No: [94-163185 Official Records](#)

**EXCEPTIONS
(Continued)**

Assignment of the Lessee's interest under said lease,

Assignor: Chino Unified School District Land Acquisition Corporation, a California nonprofit public benefit corporation
Assignee: First Trust National Association, a national banking association as Trustor for the benefit of the Certificate Owners
Recording Date: April 07, 1994
Recording No: [94-163191 Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

14. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease Agreement
Lessor: Chino Unified School District
Lessee: Chino Unified School District Land Acquisition Corporation
Recording Date: April 07, 1994
Recording No: [94-163190 Official Records](#)

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: Chino Unified School District
As Lessee: Chino Unified School District Land Acquisition Corporation
Dated: May 15, 1990
Recording Date: September 16, 1997
Recording No: [19970338380 Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

15. The effect of a Grant Deed

From: Chino Unified School District Land Acquisition Corporation, a California non-profit corporation
To: Chino Valley Unified School District
Dated: August 12, 2005
Recording Date: August 22, 2005
Recording No.: [2005-0619569 Official Records](#)

Note: No statement is made as to the validity of said document. Please contact your Title Officer for information.

16. A financing statement as follows:

Debtor: Chino Valley USD Don Lugo HS
Secured Party: SolarCity Corporation
Recording Date: March 23, 2016
Recording No: [2016-0108426 Official Records](#)

EXCEPTIONS
(Continued)

THE FOLLOWING MATTERS AFFECT ALL PARCELS:

17. Any school district development lien resulting from the implementation of a school facilities plan.
18. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
19. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
20. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
21. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

3. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of corporation: Chino Unified School District, Land Acquisition Corporation

- a) A copy of the corporation By-laws and Articles of Incorporation.
- b) An original or certified copy of the resolution authorizing the subject transaction, together with a Certificate of Compliance pursuant to Section 5912 or 7912 Corporations Code.
- c) If the Articles and/or By-laws require approval by a "parent" organization, a copy of those By-laws and Articles of Incorporation is required.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

4. The requirement for submission to this company of a resolution of the governing body of Chino Valley Unified School District, authorizing the transaction for which this report has been requested, together with a copy of such corporation's by laws. The resolution must designate the officers authorized to execute on the corporation's behalf.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
2. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
3. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
4. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
5. There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Dave Balassi (LA/Comm)/ah1



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

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Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or

- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “Choices With Your Information” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information

FNF Privacy Statement (Eff. 5/1/2015) Last Updated March 1, 2017
MISC0219 (DSI Rev. 3/2/17)

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collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

CTC - Chicago Title Company

FNF Underwriter

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

EMPLOYEE RATE (CTC and CTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

4. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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 2019/2020-38, AUTHORIZING PUBLIC SALE OF PROPERTY (GALSTIAN SITE)

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BACKGROUND

The District owns a vacant, 6.5 acre property, known as the Galstian property, in Chino Hills. This property is located above Butterfield Ranch Road southwest of Chino Hills HS.

On March 7, 2013, the Board of Education declared the Galstian Property surplus and approved offering it for sale to interested parties at its highest and best use as may be allowed by applicable law; and apply revenue generated from the sale, lease, or exchange of real property where most needed as determined by the Board and allowed by applicable law.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-38, Authorizing Public Sale of Property (Galstian Site).

FISCAL IMPACT

Unknown income to the District.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION 2019/2020-38
AUTHORIZING PUBLIC SALE OF PROPERTY (GALSTIAN SITE)**

WHEREAS, the Chino Valley Unified School District (“District”) is the owner of approximately 6.5 acres located above Butterfield Ranch Road southwest of Chino Hills HS known generally as the Galstian Site (“Property”) and as more particularly described in the legal description attached hereto as Exhibit “A”;

WHEREAS, the District appointed a 7/11 Surplus Property Advisory Committee pursuant to Education Code section 17388 *et seq.* to advise the District’s governing board (“Board”) in the development of district-wide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes, specifically the Property;

WHEREAS, the said Advisory Committee held meetings on July 30, 2012; September 17, 2012, November 5, 2012, November 26, 2012 and February 4, 2013, which meetings were publicly noticed;

WHEREAS, the Advisory Committee presented its recommendations that the Property be declared surplus and sold at its highest and best use to the Board at the Board meeting on February 21, 2013;

WHEREAS, at the March 7, 2013 Board meeting, the Board declared the property to be surplus and approved offering it for sale to interested parties at its highest and best use as allowable by applicable law; and apply revenue generated from the sale, lease, or exchange of real property where most needed as determined by the Board and allowed by applicable law;

WHEREAS, prior to any sale to the public, the Property must be offered to specified public entities pursuant to Education Code section 17464 and Government Code section 54222;

WHEREAS, after complying with Education Code section 17464 and Government Code section 54222, the District desires to sell the Property in a public bid auction, pursuant to Education Code section 17466 *et seq.*; and

WHEREAS, interested bidders for the purchase of the Property shall submit a bid proposal on a form supplied by the District.

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

Section 1. That the above recitals are true and correct.

Section 2. That the Board hereby declares the Property surplus, and hereby declares the Board's intention to offer the Property for sale.

Section 3. That, while the sale of the Property is not hereby limited to any particular development, the District will use its best efforts to ensure the sale of the Property at the Property's highest and best use valuation at public auction, pursuant to the Advisory Committee's recommendation.

Section 4. That the District's Superintendent or designee is authorized and directed to send written offers for the sale of the Property to public agencies pursuant to Education Code section 17464 and Government Code section 54222.

Section 5. That the District's Superintendent or designee is authorized and directed to solicit proposals for the sale of the Property and advertise a bid hearing.

Section 6. That the Board, pursuant to Education Code section 17466, does hereby announce its intention to receive and consider proposals for the sale of the Property.

Section 7. That each bidder shall submit with its bid proposal a certified or cashier's check made payable to the Chino Valley Unified School District in the amount of Ten Thousand Dollars (\$10,000.00) as bid security for entering into the purchase agreement with the District. The deposit of the successful bidder will be retained by the District and applied towards the purchase of the Property pursuant to the purchase agreement. After execution of the purchase agreement by a successful bidder, or thirty (30) days, whichever comes first, all other deposits will be returned. If the successful bidder fails to negotiate in good faith the purchase agreement with the District, the District shall retain the successful bidder's bid security.

Section 8. That the sale of the Property shall be upon the following minimum terms and conditions:

- a. The minimum bid for the purchase of the Property shall be no less than the District's appraised fair market value, updated appraisal value, broker opinion of value or minimum amount as may be determined by the Board prior to the bid hearing.
- b. The Property is sold in an "As-Is" condition.
- c. The purchaser shall bear all costs associated with recording fees, documentary and other transfer taxes, title insurance premiums, and other escrow costs.
- d. Any other terms upon which the Board may later approve prior to said public auction.

Section 9. The District will not pay a buyer's broker commission for the sale of the property.

Section 10. That Bid Proposal forms for the purchase of the Property may be obtained from the Chino Valley Unified School District Purchasing Department, located at 5130 Riverside Drive, Chino, CA 91710.

Section 11. That the Bid Proposals shall be sealed and filed with the Purchasing Department to be opened at a specified future date and time, which date and time shall be noticed pursuant to the surplus property procedures and the law of the State of California.

Section 12. That at the bid hearing to be held at the District board room at a date to be determined by the District, the sealed Bid Proposals shall be opened, examined and declared. The District's Superintendent or his authorized designee shall then call for oral bids. If, upon the call for oral bidding, any responsible person offers to enter into said purchase agreement, upon the terms and conditions specified and for a price exceeding by at least five percent (5%) the highest written proposal for the Property, then the oral bid, which is highest for the Property and that conforms to the terms of the purchase agreement, shall be finally accepted. Final acceptance shall not be made, however, until the oral bid is reduced to writing and signed by the offeror and bid security, as described herein, in the form of a certified or cashier's check payable to the District has been submitted.

Section 13. That final acceptance of the highest bid that conforms to the terms of the purchase agreement, either written or oral, will be made at the Board meeting, wherein the bids are opened or at any adjourned session of the same meeting held within ten (10) days. The Board may select the highest bid that conforms to the terms of the purchase agreement of any of the bids, a counteroffer or if it deems such action to be for the best public interest, it may reject any and all bids. The highest successful bidder shall be required to execute the purchase agreement as a requirement for final acceptance by the Board. In the event that there are no written or oral bids made at or greater than the terms and conditions set forth in the purchase agreement that comply with all material terms set forth therein and in the Bid Package, the District may select a counteroffer.

Section 14. That the Superintendent or designee is hereby authorized and directed to give notice of the Board's intent to sell the Property by posting executed copies of the Resolution in three (3) public places in the District not less than fifteen (15) days before the date of the bid hearing, and by publication of a Notice of Intent to Sell not less than once a week for three (3) consecutive weeks before the date of the bid hearing in a newspaper of general circulation published in the District or in the County in which the District or any part thereof is situated and having a general circulation in the County.

Section 15. That the Superintendent of the District or his designee is hereby authorized and directed to conduct the bid hearing at the date and time noticed pursuant to the intent of this resolution, and to report the results of such bid hearing to the Board at a scheduled board meeting thereafter so that a final determination regarding the success of any offer(s) or counter offer(s) received may be made by the Board.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District on February 20, 2020, by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

President of the Board of Education of
the Chino Valley Unified School District

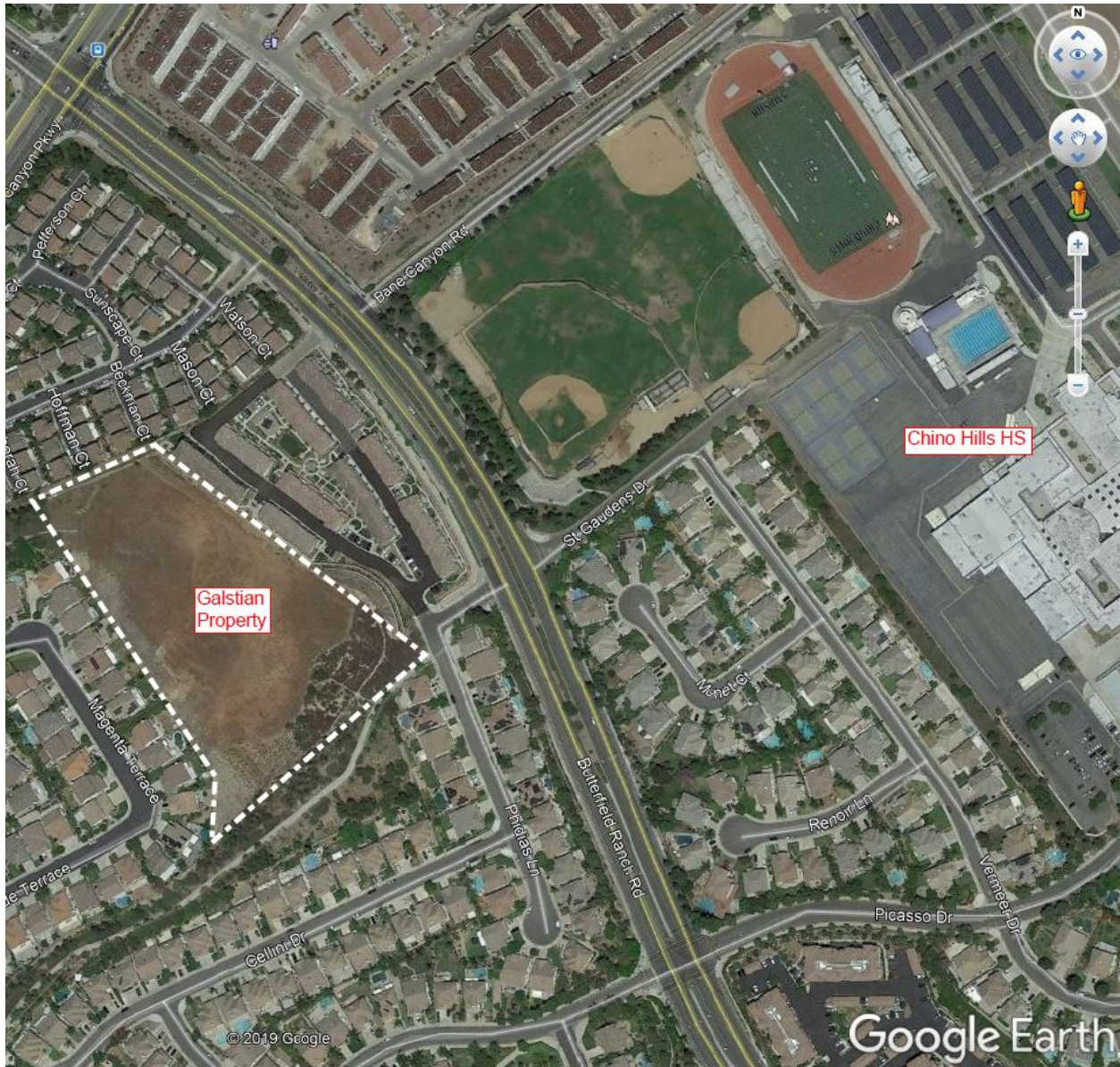
I, Irene Hernandez-Blair, Clerk of the Board of Education of the Chino Valley Unified School District, do hereby certify that the foregoing Resolution was adopted by the Board of Education of said District at a meeting of the Board of Education held on the 20th day of February 2020.

Clerk of the Board of Education of the
Chino Valley Unified School District

Exhibit "A"

Map/Legal Description of Property

Galstian Property - 6.5 acres of land located on the southwest side of Butterfield Ranch Rd., adjacent to Chino Hills High School
APN # 1017-231-34, Parcel Map 10846, Parcel No. 4



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: RESOLUTION 2019/2020-37 RELEASE OF TEMPORARY
CERTIFICATED EMPLOYEES**

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BACKGROUND

Pursuant to Education Code 44954(b), the Board of Education is required to notify temporary employees in a position requiring certificated qualifications of the Board's decision to release the employees from a position for the succeeding school year.

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-37 Release of Temporary Certificated Employees, and authorize the Superintendent or his designee to send Notice of Release to employees affected with an effective date of June 30, 2020.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

**Chino Valley Unified School District
Resolution 2019/2020-37
Release of Temporary Certificated Employees**

WHEREAS, Education Code 44954(b) requires that the Board of Education shall notify temporary employees, in positions required certification qualifications of the Board's decision to release the employees from such positions if they will not have preferential rights to vacancies for the next succeeding school year;

WHEREAS, the District currently employs numerous temporary employees in positions requiring certification qualifications; and

WHEREAS, the Board of Education has determined to release all temporary certificated employees for the 2020/2021 school year, at this time.

NOW, THEREFORE, BE IT RESOLVED the Board of Education hereby directs that a notice of non-reelect be sent pursuant to Education Code 44954(b) by the District to all temporary certificated employees with an effective date of June 30, 2020.

BE IT FURTHER RESOLVED that to the extent that any teacher presently contracted as temporary asserts a claim to probationary employment, said teacher is also hereby non-reelected from all probationary employment in the District pursuant to Education Code 44929.21.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th day of February 2020 by the following votes:

Cruz:	_____
Gagnier:	_____
Hernandez-Blair:	_____
Na:	_____
Schaffer:	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
February 6, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, February 6, 2020, at 5:00 p.m. with Cruz, Gagnier, Hernandez, 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 5:00 p.m. regarding conference with legal counsel anticipated litigation; a student discipline matter; and, public employee discipline/dismissal/release.

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 Cruz, Gagnier, Hernandez, Na, and Schaffer present. The Board met in closed session from 5:00 p.m. to 5:50 p.m. regarding conference with legal counsel anticipated litigation; a student discipline matter; and public employee discipline/dismissal/release. No action was taken that required public disclosure.

2. Pledge of Allegiance

Don Bridge led the Pledge of Allegiance.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Audrey Ing announced Student Government Day is scheduled for February 13; and provided a comprehensive high schools' activities report.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Danny Hernandez, CSEA President, thanked Canyon Hills JHS staff for being prepared and administering life-saving procedures to a staff member; thanked payroll staff for processing CSEA members retro/off-schedule payment; and said he would also like to see an agenda item providing the Board with a compensation increase, which was voted down at the October 3 meeting.

Tom Mackessy, CHAMP President, expressed disappointment at the situation that occurred at Butterfield Ranch ES; spoke about uncertainty, fear, and mistrust being created among administrators; and thanked Superintendent Enfield for removing the administrator to the District office.

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

James Houston addressed the Board regarding Allegiance charter school; Deagan Cauley, Kevin Butscher, Tricia Cauley, Debra Johnson, Misty Startup, Dave Denny, Lisa Juarez, Jim Beyers, Mary Butscher, Jaaye Person-Lynn, Amy Desmet, Stephanie Anderson, Dale Melton, Marion Henderson, Aldo Flores, Monique Alexander, and Priscilla Iglesias addressed the Board regarding concerns at Butterfield Ranch ES; Cathy Osman addressed the Board regarding the use of technology; Marissa Murray and Tiffany McClure addressed the Board regarding gym use for color guard activities at Ayala HS; and Peter Attwood addressed the Board regarding special education.

President Schaffer called for a recess from 7:09 p.m. to 7:15 p.m.

I.F. CHANGES AND DELETIONS

None.

II. ACTION

II.A. ADMINISTRATION

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

President Schaffer opened the public hearing regarding ASA's five admissions preferences at 7:16 p.m. Troy Stevens and Callie Moreno addressed the Board.

The hearing was closed at 7:21 p.m. Moved (Na) seconded (Cruz) motion carried (4-1, Blair voted no) to approve the five admissions preferences stated in the charter renewal petition dated January 6, 2020. Student representative voted yes.

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

President Schaffer opened the 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 at 7:25 p.m. Vanessa Okamoto, Claudia Reynolds, and Sebastian Cognetta addressed the Board. The hearing was closed at 7:32 p.m. Moved (Na) seconded (Cruz) motion carried (4-1, Blair voted no) to 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. Student representative voted yes.

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

Moved (Blair) seconded (Gagnier) carried unanimously (5-0), by a roll call vote, to 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. Student representative voted yes.

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

Moved (Blair) seconded (Gagnier) carried unanimously (5-0), by a roll call vote, to 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. Student representative voted yes.

III. CONSENT

Moved (Gagnier) seconded (Blair) carried unanimously (5-0) to approve the consent items. Student representative voted yes.

III.A. ADMINISTRATION

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

Approved the minutes of the January 16, 2020 regular meeting.

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

Approved the revision of Board Policy 2121 Administration—Superintendent’s Contract.

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 office of The Tao Firm.

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

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

Approved student expulsion case 19/20-27.

III.C.2. School-Sponsored Trips

Approved/ratified 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

Approved 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

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 2019/2020-31 and 2019/2020-32 for Authorization to Utilize Piggyback Contracts

Adopted Resolutions 2019/2020-31 and 2019/2020-32 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. Bid 19-20-26F, Emergency Preparedness Classroom Supply Kits

Awarded 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

Approved 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

Approved 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

Approved 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

Approved 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**
Approved 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**
Approved/ratified the certificated/classified personnel items.

- III.E.2. Student Teaching Agreement with Western Governors University**
Approved 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**
Received 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

Andrew Cruz said when a community pulls together for a cause, the power becomes unlimited; spoke about the coronavirus outbreak; spoke about the state approved textbook he ordered regarding sex education; and said the Chino HS baseball field and Ayala HS gym use concerns should be addressed.

James Na spoke about the concerns raised regarding fair gym use by the Ayala HS color guard at the school; and congratulated the parents who showed up from Butterfield Ranch ES, and said he will be there for them and support the kids.

Irene Hernandez clarified information/notifications going out about the coronavirus; acknowledged receiving emails regarding Ayala HS gym and Chino HS baseball field concerns; and spoke about the concerns expressed regarding Butterfield Ranch ES, and said it has always been about the children in the classroom for her.

Christina Gagnier thanked students who will be participating in the Student Government Day activity for introducing themselves; thanked students who spoke at the podium on various issues; addressed the Chino HS baseball issues; spoke about privacy issues; and said an independent investigation will provide important information to the District so that it can move forward positively.

Superintendent Enfield made no comments.

President Schaffer commented on Butterfield Ranch ES concerns; thanked Canyon Hills JHS for their quick response to a medical emergency; congratulated Canyon Hills JHS for being selected as a 2020 School to Watch Campus by the California League of Schools; said the Chino Hills 55 Plus Club dedicated a new military monument, located at the Chino Hills Community Center, honoring current and veteran military service members; attended the Ayala HS VEX robotic tournament and wrestling tournament; attended the District's 2020 ChET day seminar on February 1 presented by District staff; said he sat in as an observer on the Measure G oversight committee meeting and thanked volunteers for their time; said there was nothing to report from Baldy View ROP; said Chino Hills Parks and Recreation elected their chair and vice chair for the year; and said OmniTrans is changing certain routes and encouraged people to visit the website to see how it affects people.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 7:59 p.m. with a moment of silence for former Adult School student Alex Sayago who passed away at the age of 22.

Joe Schaffer, President

Irene Hernandez-Blair, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D, Superintendent
SUBJECT: RESOLUTION 2019/2020-39 IN SUPPORT OF 2020 CENSUS

=====

BACKGROUND

Once every decade, the federal government conducts a census of the entire population to count everyone in the United States and record basic information about them. Our nation's founders believed these data were so important that they mandated the decennial census in the Constitution.

In 2020, for the first time ever, the U.S. Census Bureau will accept responses online and over the phone. The Census Bureau provided an update on the status of 2020 Census operations, emphasizing the need for innovative, collaborative partnerships to ensure a complete and accurate count of everyone living in the United States.

Chino Valley Unified School District's collaboration with U.S. Census Bureau and field-based staff will be critical in urging everyone, especially those in hard-to-count households, to respond to the census. Through our communications and partnerships, we are committed to assist with the counting of every constituent in our school District.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-39 In Support of 2020 Census.

FISCAL IMPACT

None.

NE:IP

**Chino Valley Unified School District
Resolution 2019/2020-39
In Support of 2020 Census**

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020, and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors, county boards of education, and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California kicked-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

WHEREAS, Chino Valley Unified School District, with other local school districts, local governments, the State, businesses, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals; now, therefore, be it

NOW, BE IT FURTHER RESOLVED, that this body, the Chino Valley Unified School District Board of Education, recognizes the importance of the 2020 U.S. Census and is committed to helping ensure a complete, fair, and accurate count of all Californians.

Adopted by the Board of Education of the Chino Valley Unified School District on this 20th day of February 2020.

Cruz _____
Gagnier _____
Hernandez-Blair _____
Na _____
Schaffer _____

Joe Schaffer, President

Irene Hernandez-Blair, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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 designated payment of expenses of the District. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$10,450,807.46 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 20, 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 20, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Borba ES</u>		
PFA	Chuck E. Cheese Family Night Out	2/28/20
<u>Chaparral ES</u>		
PTO	Dog Haus Family Night Out	2/26/20
<u>Glenmeade ES</u>		
PTA	Chick-fil-A Family Night Out	3/10/20
<u>Marshall ES</u>		
PTO	Color Run Donation Drive	3/1/20 - 4/1/20
PTO	Swap Meet	5/16/20
PTO	Sixth Grade Promotion Gift Sale	5/25/20 - 5/27/20
<u>Rolling Ridge ES</u>		
PTA	Dog Haus Spirit Day	2/21/20
<u>Walnut ES</u>		
ASB-6th Grade	Off Campus See's Candy Sale	3/1/20 - 3/20/20
<u>Magnolia JHS</u>		
PFA	Titan Burger Family Night Out	2/26/20
PFA	Panda Express Family Night Out	3/18/20
PFA	Chipotle Family Night Out	4/22/20
<u>Ayala HS</u>		
Polynesian Club	Island Print Hair Scrunchie Sale	2/21/20 - 5/9/20
Physics Club	Chipotle Family Night Out	2/25/20
Choral Boosters	WaBa Grill Spirit Day	2/25/20
Swim Team Boosters	Blast Donation Drive	2/27/20 - 5/8/20
Leo Club	Chipotle Family Night Out	2/28/20
ELD International Club	Chipotle Family Night Out	3/2/20
Choral Boosters	Ding Tea Spirit Day	3/3/20
Polynesian Club	Luau Water Sale	5/9/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 20, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
Key Club	Chick-fil-A Spirit Day	2/21/20
Baseball Boosters	Youth Baseball Clinic	2/22/20
Improv Club	Improv Show Ticket Sale	2/28/20 - 5/31/20
Baseball Boosters	Applebee's Pancake Breakfast	2/29/20
Baseball Boosters	Golf Tournament	3/13/20
AVID	Dr. Phil Show Taping	3/16/20
Peer Leadership	BJ's Restaurant Family Night Out	3/19/20
Theatre Club	Peter Pan Summer Bridge Camp	6/22/20 - 6/26/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 20, 2020

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Wickman ES</u>		
Wickman PTO	Chrome Books & Cabinets	\$24,856.00
<u>Canyon Hills JHS</u>		
Brenda Fenn	Cash	\$125.00
<u>Don Lugo HS</u>		
Alexandra Reuter	Cash	\$20.00
Kareem & Amy Zoque	Cash	\$30.00
Aaron Chusid	Cash	\$50.00
Signsplus	Cash	\$50.00
ACE Referral Agency, Inc.	Cash	\$100.00
Elizabeth Bowering	Cash	\$100.00
Suzanne Killingsworth	Cash	\$100.00
Cheryl Koch	Cash	\$100.00
Darwin Ayala	Cash	\$165.00
Daniel & Kelli Cooper	Cash	\$165.00
Marina Madrid	Cash	\$165.00
Reliable Machine Rebuilder, LLC	Cash	\$165.00
Linda Zeigler	Cash	\$165.00
Sophie Yu	Cash	\$170.00
George Gofas	Cash	\$200.00
Kimberly Cabrera	Cash	\$305.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
 Student Achievement • Safe Schools • Positive School Climate
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DATE: February 20, 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	-	-	\$ 98,039.73
Margaret A. Chidester & Associates	-	-	\$377,719.25
The Tao Firm	Nov. 2019	\$ 4,557.50	\$ 32,682.50
	Total	\$ 4,557.50	\$508,441.48

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

RECOMMENDATION

It is recommended the Board of Education approve payment for legal services to the law office of The Tao Firm.

FISCAL IMPACT

\$ 4,557.50 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: February 20, 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 READMISSION CASE 18/19-18

=====

BACKGROUND

Administrative Regulation 5144.1 Students – Suspension and Expulsion/Due Process Readmission after Expulsion state:

- The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student’s rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met.
- School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
- The Superintendent or designee shall transmit his/her recommendation regarding readmission to the Board. The Board shall consider this recommendation, in closed session, if information disclosed would be in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.

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

RECOMMENDATION

It is recommended the Board of Education approve student readmission case 18/19-18.

FISCAL IMPACT

None.

NF:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 20, 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 CASES 19/20-29, 19/20-30, 19/20-31, 19/20-32, AND 19/20-33

=====

BACKGROUND

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

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

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

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 19/20-29, 19/20-30, 19/20-31, 19/20-32, and 19/20-33.

FISCAL IMPACT

None.

NE:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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Humility • Civility • Service

DATE: February 20, 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:

School-Sponsored Trips	Date	Fiscal Impact
Site: Briggs K-8 Event: Washington, D.C. Trip Place: Washington, D.C.; and New York, NY Chaperone: 15 students/2 chaperones	March 22-27, 2020	Cost: \$2,365.00 per student Funding Source: Parents
Site: Briggs K-8 Event: Pali Institute Outdoor Science Camp Place: Running Springs, CA Chaperone: 80 students/11 chaperones	April 6-8, 2020	Cost: \$345.00 per student Funding Source: Parents
Site: Ayala HS Event: Sideline Spirit National Dance Alliance National Championships Place: Orlando, FL Chaperone: 11 students/11 chaperones	March 5-9, 2020	Cost: \$900.00 per student Funding Source: Parents and fundraising

Site: Chino HS Event: Culinary Hospitality Management Professions Academy Overnight Trip Place: Anaheim, CA Chaperone: 13 students/3 chaperones	March 15-17, 2020	Cost: \$445.00 per student Funding Source: Parents and fundraising
Site: Don Lugo HS Event: Senior Retreat Place: Idylwild, CA Chaperone: 130 students/20 chaperones	February 7-9, 2020	Cost: \$170.00 per student Funding Source: Parents
Site: Don Lugo HS Event: Dance Team USA Nationals Place: Anaheim, CA Chaperone: 23 students/4 chaperones	March 20-21, 2020	Cost: \$200.00 per student Funding Source: Fundraising

FISCAL IMPACT

None.

NE:LF:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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

\$5,755,985.69 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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

BUSINESS SERVICES	FISCAL IMPACT
B-1920-025 Neopost USA Inc./Quadiant. To provide Bulk Mailer software license and annual maintenance. Submitted by: Purchasing Duration of Agreement: January 1, 2020 - December 31, 2021	Contract amount: \$9,000.00 Funding source: General Fund
B-1920-026 Eide Bailly LLP. To provide audit services for fiscal years 2019/2020, 2020/2021, and 2021/2022. Submitted by: Business Services Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: \$216,000.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-1920-194 NCS Pearson Inc. To provide on-line scoring for speech tests. Submitted by: Special Education Duration of Agreement: March 1, 2020 - March 1, 2021	Contract amount: \$200.00 Funding source: LEA Funds
CIIS-1920-195 Quick Access. To provide emergency response mobile device application. Submitted by: Chino HS Duration of Agreement: July 1, 2019 - June 30, 2020	Contract amount: \$350.00 Funding source: General Fund
CIIS-1920-196 SHI. To provide a software license for Acrobat Professional Transactional Licensing Program (TLP). Submitted by: Curriculum, Instruction, Innovation, and Support Duration of Agreement: February 21, 2020 - February 21, 2021	Contract amount: \$158.24 Funding source: General Fund
CIIS-1920-197 EBK & Company LLC dba Engineering for Kids. To provide an enrichment program for grades K-6 and Gate. Submitted by: Walnut ES Duration of Agreement: January 21, 2020 - June 30, 2020	Contract amount: \$12,000.00 Funding source: Title I /GATE

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-1920-059 Eide Bailly LLP. To provide audit services to Building Fund (Measure G) for fiscal years 2019/2020, 2020/2021, and 2021/2022. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2019 - June 30, 2022	Contract amount: \$45,000.00 Funding source: Building Fund 21

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-046 Madrigals Restaurant Inc. To provide food catering services. Submitted by: Ayala HS Duration of Agreement: February 21, 2020 - June 30, 2023	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-047 Pretend City the Children's Museum of Orange County. To provide field trips. Submitted by: Liberty ES Duration of Agreement: February 21, 2020 - June 30, 2023	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-1920-048 Medieval Times USA. To provide field trips. Submitted by: Magnolia JHS Duration of Agreement: February 21, 2020 - June 30, 2023	Contract amount: Per rate sheet Funding source: Gate

MASTER CONTRACTS	FISCAL IMPACT
MC-1920-049 City of Chino Hills Community Center. To provide banquet facility. Submitted by: Ayala HS Duration of Agreement: February 21, 2020 - June 30, 2023	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
B-1819-018 Vavrinek, Trine, Day & Co., LLP. To provide training workshops for parent organizations and booster clubs. Submitted by: Business Services Duration of Agreement: April 19, 2019 - June 30, 2020 Original Agreement Board Approved: April 18, 2019	Change name to EideBaily, LLC and extend duration of contract beginning July 1, 2019 Contract amount: Per rate sheet Funding source: General Fund
F-1718-012-2 CSM Consulting Inc. To provide E-rate consulting services. Submitted by: Technology Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: December 14, 2017	Increase contract amount from \$42,798.00 to \$64,197.00 and extend through June 30, 2020 Funding source: General Fund
F-1718-024 MK Smith Chevrolet. To provide use of District property to store vehicle inventory. Submitted by: Facilities, Planning, and Operations Duration of Agreement: March 1, 2018 - June 30, 2019 Original Agreement Board Approved: March 1, 2018	Extend agreement through December 31, 2020. Contract amount: \$2,000.00 per month Funding source: Income to District
Resolution 2018/2019-28 Savanna School District #40-09/2016-17 Awarded contractor: Elite Modular Leasing & Sales, Inc. To provide purchase, lease, relocation, dismantling, and removal of DSA approved portable buildings. Duration of Agreement: January 18, 2018 - January 17, 2019 Original Agreement Board Approved: February 7, 2019	Contract extended via Savanna School District. The new term ends January 17, 2020. Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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 20, 2020**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Server	PowerEdge 1950	8XSF7F1	Cattle ES
Server	PowerEdge 1950	3GGKZD1	Cattle ES
APC 700 UPS		XS9940005285	Cattle ES
APC 1400XL UPS		QS0407112464	Cattle ES
APC 1500 UPS		AS1428213834	Cattle ES
Mobile Server Rack	AR2105BLK	XN0426000063	Cattle ES
Projector	Epson	JXJF752497L	Chaparral ES
Projector	Epson	X4YW8900607	Chaparral ES
Rectangular Tables (8)			Litel ES
Kidney Tables (8)			Litel ES
Laptop	Dell	58821	Rolling Ridge ES
Laptop	Dell	29577	Rolling Ridge ES
Document Camera	AverMedia	32279	Rolling Ridge ES
Keyboard	HP		Rolling Ridge ES
Monitor	HP	44942	Rolling Ridge ES
Piano Keyboard	Roland	A26613	Rolling Ridge ES
Piano Keyboard	Roland	AG42596	Rolling Ridge ES
Computer	HP	43544	Canyon Hills JHS
Computer	HP	43420	Canyon Hills JHS
Computer	HP	48318	Canyon Hills JHS
Computer	HP	43427	Canyon Hills JHS
File Cabinets (2)			Canyon Hills JHS
Computer	HP	43542	Canyon Hills JHS
Computer	HP	43543	Canyon Hills JHS
Laptop	Dell	47964	Canyon Hills JHS
Laptop	Dell	47960	Canyon Hills JHS
Laptop	Dell	47996	Canyon Hills JHS
Monitor	IMac	IMACYBO1	Townsend JHS
Printer	Xerox	MXX162534	Buena Vista HS
Printer	Xerox	VNB8J1L385	Buena Vista HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 20, 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: RESOLUTION 2019/2020-36, AUTHORIZATION TO UTILIZE A PIGGYBACK CONTRACT

=====

BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$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 resolution to provide authorization for the District to participate by piggyback in contract as itemized below:

Resolution	Contract	Contractor	Description	Term
2019/2020-36	State of California Multiple Awards Schedule (CMAS) 4-19-00-0125A	Shaw Industries, Inc.	Patcraft, PC/QC Commercial & Shaw Brand Floor Covering, Inclusive of: Broadloom Carpet, Hardwood, Linoleum, Modular Carpet Tile, Rubber Sheeting Tile, and Vinyl Sheeting Floor Covering	7/24/2019-2/16/2020

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-36, authorization to utilize a piggyback contract.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2019/2020-36
Authorization to Utilize the State of California Multiple Awards Schedule
(CMAS) 4-19-00-0125A With Shaw Industries, Inc.
to Purchase Patcraft, PC/QC Commercial & Shaw Brand Floor Coverings,
Inclusive of: Broadloom Carpet, Hardwood, Linoleum, Modular Carpet Tile,
Rubber Sheeting Tile, and Vinyl Sheeting Floor Coverings
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 Patcraft, PC/QC commercial & Shaw brand floor covering, inclusive of: broadloom carpet, hardwood, linoleum, modular carpet tile, rubber sheeting tile, and vinyl sheeting floor coverings for the District;

WHEREAS, CMAS currently has a piggyback contract, 4-19-00-0125A, in accordance with Public Contract Code 20118 with Shaw Industries, 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 Patcraft, PC/QC commercial & Shaw brand floor covering, inclusive of: broadloom carpet, hardwood, linoleum, modular carpet tile, rubber sheeting tile, and vinyl sheeting floor coverings through the piggyback contract procured by the CMAS 4-19-00-0125A.

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 Patcraft, PC/QC commercial & Shaw brand floor covering, inclusive of: broadloom carpet, hardwood, linoleum, modular carpet tile, rubber sheeting tile, and vinyl sheeting floor coverings through the piggyback contract originally procured by the CMAS 4-19-00-0125A 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 Patcraft, PC/QC commercial & Shaw brand floor covering, inclusive of: broadloom carpet, hardwood, linoleum, modular carpet tile, rubber sheeting tile, and vinyl sheeting floor coverings in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-19-00-0125A.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 24, 2019, for the term ending February 16, 2020.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 20th 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:

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

DATE: February 20, 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 PROJECT

=====

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 project listed below.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2020-25	Chino Hills HS Theater Lighting Repairs	RDM Electric Company, Inc.	\$22,480.00	N/A	\$22,480.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from Anthony Gerdes 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 project.

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 Project.

FISCAL IMPACT

\$22,480.00 to General Fund 01.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: February 20, 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 ORDERS 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, Emphyrean 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 orders have been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
4	Bid Package 06-01-Rough Carpentry-Miller Construction	\$16,221.00
	Previously Approved Change Orders:	\$102,778.00
	Bid Amount:	\$1,362,000.00
	Revised Total Project Amount:	\$1,480,999.00

Change Order	Contractor	Amount
1	Bid Package 06-02-Finish Carpentry & Casework-Stolo Cabinets	\$12,444.00
	Bid Amount:	\$1,061,990.00
	Revised Total Project Amount:	\$1,074,434.00

The change orders result in a net increase of \$28,665.00.00 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$27,424,345.00. Approval of the change orders 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.

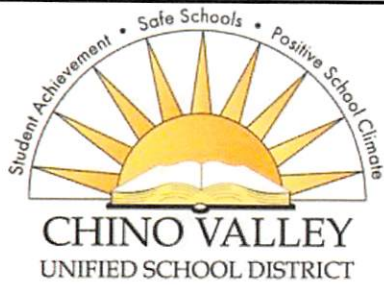
RECOMMENDATION

It is recommended the Board of Education approve the change orders for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project.

FISCAL IMPACT

\$28,665.00 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: 01/13/20 BID #: 18-19-10F CHANGE ORDER: 004

PROJECT: Cattle, Oak Ridge & Litel Elementary School – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District (JP 06-01)

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Miller Construction

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:

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1: Description: Building F & G Restroom Ceiling Framing
Reason: Reframe ceiling in Building F & G restroom which was removed to accommodate new light fixture and access panel layout due to discrepancy in contract drawings. (ref: Miller COR#012)
Document Ref: Change Order Request No. L-015 (PCO No. L-084)
Requested by: District
Change in Contract Sum: \$26,653.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 2: Description: BP#06-01 - Miscellaneous Scope Deletion
Reason: Miscellaneous contract scope deletion that was not performed on this project (ref: Miller COR#014, 015, 016, 017 & 018)
Document Ref: Change Order Request No. L-016 (PCO No. L-139)
Requested by: District
Change in Contract Sum: <\$12,059.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 3: Description: BP#06-01 - Reconcile Litel Unused Unforeseen Allowance
Reason: Reconcile unused unforeseen allowance from Litel ES.
Document Ref: Change Order Request No. L-017 (PCO No. L-136)
Requested by: District
Change in Contract Sum: <\$11,011.00> / DEDUCT
Time Extension: 0 Calendar days

Oak Ridge Elementary School
DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 4: Description: Building F & G Restroom Ceiling Framing
Reason: Reframe ceiling in Building F & G restroom which was removed to accommodate new light fixture and access panel layout due to discrepancy in contract drawings. (ref: Miller COR#007)
Document Ref: Change Order Request No. O-012 (PCO No. O-075)
Requested by: District
Change in Contract Sum: \$26,703.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 5: Description: BP#06-01 - Miscellaneous Scope Deletion
Reason: Miscellaneous contract scope deletion that was not performed on this project (ref: Miller COR#006, 008, 009, 010 & 011)
Document Ref: Change Order Request No. O-013 (PCO No. O-148)
Requested by: District
Change in Contract Sum: <\$11,473.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 6: Description: BP#06-01 - Reconcile Oak Ridge Unused Unforeseen Allowance
Reason: Reconcile unused unforeseen allowance from Oak Ridge ES.
Document Ref: Change Order Request No. O-014 (PCO No. O-144)
Requested by: District
Change in Contract Sum: <\$2,592.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 004 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$628,000.00	\$77,379.00	\$ 0.00	\$705,379.00
Litel ES	\$440,000.00	\$23,968.00	\$ 3,583.00	\$467,551.00
Oak Ridge ES	\$294,000.00	\$ 1,431.00	\$ 12,638.00	\$308,069.00
Total	\$1,362,000.00	\$102,778.00	\$16,221.00	\$1,480,999.00

CONTRACT SUMMARY

The original contract amount was: \$1,362,000.00

Net change by previous Change Order: \$102,778.00

The contract amount will be increased by this Change Order: \$16,221.00

The new contract amount including this change order will be: \$1,480,999.00

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:

 _____	<u>Mark Dorf vice President</u> Print Name / Title	<u>1-13-2020</u> Date
 _____	Frank Sand / Inspector	<u>1-22-20</u> Date
 _____	Hung Truong / Project Manager	<u>1/22/2020</u> Date

WLC Architects Inc. (Architect)

Jim DiCamillo / President

1.24.20
Date

CVUSD Construction Coordinator

Samuel Sousa / Construction Coordinator,
Maintenance, Operations & Construction

1/29/20
Date

CVUSD Director, MOC

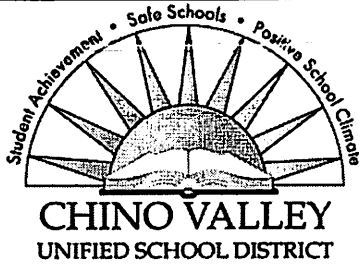
Martin Silveira / Director of Maintenance, Operations
and Construction

1 30 2020
Date

CVUSD (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

2/3/2020
Date



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: 001

PROJECT: Cattle, Oak Ridge & Litel Elementary School – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District (BP06-02)

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Stolo Cabinets, Inc.

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

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1: Description: Metro Quartz Countertop Material Substitution
Reason: Due to long lead time of specified material, the construction schedule could not be met. It was decided to substitute the countertops manufacturer to Metro Quartz since the material is readily available in stock locally and there was also a savings. (ref: Stolo COR #01)
Document Ref: Change Order Request No. O-010 (PCO No. O-029)
Requested by: District
Change in Contract Sum: (\$7,576.00) / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Added Cabinets and Cubbies at Window Gap
Reason: Furnish and install small lower cabinets and cubby cabinets at countertop level to infill gap at existing slotted windows that were previously closed up by drywall on the interior side. (ref: Stolo COR #10 and 17)
Document Ref: Change Order Request No. O-011 (PCO No. O-120)
Requested by: District
Change in Contract Sum: \$4,069.00 / ADD
Time Extension: 0 Calendar days

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

- ITEM NO. 3: Description: RFI #213 – Administration Office Casework Revisions
Reason: A custom clerical counter and countertop were added in the Administration Office within Building B per RFI #213. (ref: Stolo COR#020)
Document Ref: Change Order Request No. C-019 (PCO No. C-202)
Requested by: District
Change in Contract Sum: \$19,032.00 / ADD
Time Extension: 0 Calendar days
- ITEM NO. 4: Description: RFI #215.1 – Building B Work Room & Staff Lounge Casework Revisions
Reason: Revisions were made to the casework in the work room and the staff lounge within Building B per RFI #215.1 response. (ref: Stolo COR#021)
Document Ref: Change Order Request No. C-019 (PCO No. C-202)
Requested by: District
Change in Contract Sum: \$11,500.00 / ADD
Time Extension: 0 Calendar days
- ITEM NO. 5: Description: RFI #109 and 109.1 – Building B Computer Room B149 Casework Revisions
Reason: Revisions were made to the casework in the computer room at Building B Library per RFI #109 and 109.1 responses. (ref: Stolo COR#004 and 011A)
Document Ref: Change Order Request No. C-021 (PCO No. C-060)
Requested by: District
Change in Contract Sum: (\$11,579.00) / DEDUCT
Time Extension: 0 Calendar days

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 6: Description: Metro Quartz Countertop Material Substitution
 Reason: Due to long lead time of specified material, the construction schedule could not be met. It was decided to substitute the countertops manufacturer to Metro Quartz since the material is readily available in stock locally and there was also a savings. (ref: Stolo COR #01)
 Document Ref: Change Order Request No. L-013 (PCO No. L-040)
 Requested by: District
 Change in Contract Sum: (\$7,071.00) / DEDUCT
 Time Extension: 0 Calendar days

ITEM NO. 7: Description: Added Cabinets and Cubbies at Window Gap
 Reason: Furnish and install small lower cabinets and cubby cabinets at countertop level to infill gap at existing slotted windows that were previously closed up by drywall on the interior side. (ref: Stolo COR #09a and 15)
 Document Ref: Change Order Request No. L-014 (PCO No. L-117)
 Requested by: District
 Change in Contract Sum: \$4,069.00 / ADD
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$540,400.00	\$ 0.00	\$18,953.00	\$559,353.00
Litel ES	\$226,090.00	\$ 0.00	(\$ 3,002.00)	\$223,088.00
Oak Ridge ES	\$295,500.00	\$ 0.00	(\$ 3,507.00)	\$291,993.00
Total	\$1,061,990.00	\$ 0.00	\$12,444.00	\$1,074,434.00

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,061,990.00</u>
Net change by previous Change Order:	<u>\$0.00</u>
The contract amount will be increased by this Change Order:	<u>\$12,444.00</u>
The new contract amount including this change order will be:	<u>\$1,074,434.00</u>
The original contract completion date:	<u>4/16/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>4/16/20</u>

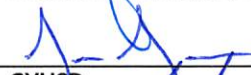
The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included 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:


 Stolo Cabinets, Inc. (Contractor)	<u>JUSTIN STOLO / VP</u> Print Name / Title	<u>12-30-19</u> Date
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 DSA Inspector of Record (Team Inspections)	<u>Frank Sand / Inspector</u>	<u>1-29-2020</u> Date
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 Construction Manager (CW Driver)	<u>Hung Truong / Project Manager</u>	<u>1/13/20</u> Date
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 CVUSD	<u>Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction</u>	<u>1/29/20</u> Date
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 Owner (authorized agent)	<u>Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department</u>	<u>2/3/2020</u> Date
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 WLC Architects Inc. (Architect)	<u>Jim DiCamillo / President</u> Print Name / Title	<u>1.24.20</u> Date
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 CVUSD Director, M.O.C.	<u>Martin Silveira / Director of Maintenance, Operations and Construction</u>	<u>1/30/2020</u> Date
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CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: BID 19-20-24F, CHINO HS RECONSTRUCTION PHASE I – PKG #20 HVAC REBID

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BACKGROUND

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bid 19-20-24F, Chino HS Reconstruction Phase I – Pkg #20 HVAC Rebid was published in the Inland Valley Daily Bulletin on December 12, 2019, and December 19, 2019. Bids were opened at 1:00 p.m. on January 28, 2020. The results are as follows:

Contractor	Bid Amount
West-Tech Mechanical, Inc.	\$4,495,500.00
ACH Mechanical, Inc.	\$4,620,000.00
RAN Enterprises, Inc.	\$4,684,000.00
Alpha Mechanical, Inc.	\$4,692,000.00
Franklin Mechanical Systems, Inc.	\$4,825,000.00
Los Angeles Air Conditioning	\$6,147,000.00

The basic scope of work for this project includes: construction of buildings A, B, C, D, and E; new two-story administration building; two new two-story classroom buildings; two-story library/science building; and single-story vocational building. New parking lot; hardscape; fire lanes; and accessible path of travel. Includes new utility tie-ins in the public right-of-way and city off-site improvements.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-24F, Chino HS Reconstruction Phase I – Pkg #20 HVAC Rebid, to West-Tech Mechanical, Inc.

FISCAL IMPACT

\$4,495,500.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT
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DATE: February 20, 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

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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

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED PERSONNEL FOR THE 2019/2020 SCHOOL YEAR

APPOINTMENT - EXTRA DUTY

SMITH, Joseph (NBM)	Baseball (B)	Ayala HS	02/21/2020
ARANGURE, Heriberto (NBM)	Baseball (B)	Chino HS	02/21/2020
CELESTINO, Raquel (NBM)	Swim (B)	Chino HS	02/21/2020
LAROSA, Joseph	Track & Field (B)	Chino HS	02/21/2020
LEE, Brianna (NBM)	Color Guard (B)	Chino HS	02/21/2020
VALENZUELA, Benito	Boys Golf (B)	Chino HS	02/21/2020
JACOBY, Adam	Boys Volleyball (B)	Chino Hills HS	02/21/2020
JOHNSON, Keland (NBM)	Boys Soccer (GF)	Chino Hills HS	02/21/2020
MISAWA, Keane	Boys Golf (GF)	Chino Hills HS	02/21/2020
RIVAS, Brisa	Badminton (GF)	Chino Hills HS	02/21/2020
SCHNAKE, Clarissa (NBM)	Boys Volleyball (B)	Chino Hills HS	02/21/2020
SCHNAKE, Joseph (NBM)	Boys Volleyball (B)	Chino Hills HS	02/21/2020
SMITH, Savannah	Softball (B)	Chino Hills HS	02/21/2020
STONE, Christopher (NBM)	Cross Country (B)	Chino Hills HS	02/21/2020
THÉ, Paul (NBM)	Boys Volleyball (B)	Chino Hills HS	02/21/2020
YOON, Paul	Boys Tennis (B)	Chino Hills HS	02/21/2020
AGREGADO, Alexandra	Boys Basketball (B)	Don Lugo HS	02/21/2020
CRAWFORD, Timothy (NBM)	Track & Field (B)	Don Lugo HS	02/21/2020
NILA, Richard (NBM)	Track & Field (B)	Don Lugo HS	02/21/2020
		TOTAL:	\$9,018.00

DELETE - EXTRA DUTY – DEPARTMENT CHAIR

CRUM, Gina	4-6 Grade Level Chair	Butterfield Ranch ES	1/21/2020
LARSSON, Monica	K-1 Grade Level Chair	Oak Ridge ES	3/1/2020
		TOTAL:	\$-506.44

CLASSIFIED PERSONNEL

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

VERGA, Meghan	Behavior Intervention Specialist (SELPA/GF)	Special Education	02/21/2020
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

PULIDO, Sasha	IA/Special Education (SELPA/GF)	Litel ES/Rhodes ES	02/25/2020
LONDON, Bonny	Secondary Library/Media Center Assistant (GF)	Ayala HS	02/21/2020
GHADERI, Mariam	Behavior Intervention Aide (SELPA/GF)	Special Education	02/21/2020

PROMOTION

DEYO, Tricia	FROM: IA/Childhood Ed. (CDF) 3.9 hrs./180 work days	Dickey SOAR	02/21/2020
	TO: Child Care Specialist (CDF) 5.6 hrs./180 work days	Dickey SOAR	
CORTEZ, Joe	FROM: Custodian I (GF) 8 hrs./261 contract days	Litel ES	02/21/2020
	TO: Custodian II (GF) 8 hrs./261 contract days	Woodcrest JHS	

CHANGE OF ASSIGNMENT

PULLIAM, Scott	FROM: Custodian I (GF) 8 hrs./180 work days	Don Lugo HS	02/21/2020
	TO: Custodian I (GF) 8 hrs./261 contract days	Don Lugo HS	

PERSONAL LEAVE OF ABSENCE

GOMEZ, Laura	Playground Supervisor (GF)	Litel ES	02/11/2020 through 02/21/2020
BELLONIO, Lisa	IA/Special Education (SELPA/GF)	Townsend JHS	02/06/2020 through 03/27/2020

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>PERSONAL LEAVE OF ABSENCE</u> (cont.)			
DUNN, Clara	IA/Special Education (SELPA/GF)	Don Lugo HS	02/01/2020 through 05/31/2020
MACKESSY, Nicholas	IA/Special Education (SELPA/GF)	Don Lugo HS	02/04/2020 through 07/20/2020
GONZALEZ, Cosme	Bus Driver (GF)	Transportation	02/14/2020 through 03/03/2020

RESIGNATION

PINEDA, Jennylyn	Playground Supervisor (GF)	Wickman ES	01/30/2020
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- (504) = Federal Law for Individuals with Handicaps
- (ABG) = Adult Education Block Grant
- (ASB) = Associated Student Body
- (ASF) = Adult School Funded
- (ATE) = Alternative to Expulsion
- (B) = Booster Club
- (BTSA) = Beginning Teacher Support & Assessment
- (C) = Categorically Funded
- (CDF) = Child Development Fund
- (CVLA) = Chino Valley Learning Academy
- (CWY) = Cal Works Youth
- (E-rate) = Discount Reimbursements for Telecom.
- (G) = Grant Funded
- (GF) = General Fund
- (HBE) = Home Base Education
- (MAA) = Medi-Cal Administrative Activities
- (MG) = Measure G – Fund 21
- (MH) = Mental Health – Special Ed.
- (NBM) = Non-Bargaining Member
- (ND) = Neglected and Delinquent
- (NS) = Nutrition Services Budget
- (OPPR) = Opportunity Program
- (PFA) = Parent Faculty Association
- (R) = Restricted
- (ROP) = Regional Occupation Program
- (SAT) = Saturday School
- (SB813) = Medi-Cal Admin. Activities Entity Fund
- (SELPA) = Special Education Local Plan Area
- (SOAR) = Students on a Rise
- (SPEC) = Spectrum Schools
- (SS) = Summer School
- (SWAS) = School within a School
- (VA) = Virtual Academy
- (WIA) = Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources
SUBJECT: REJECTION OF CLAIMS

=====

BACKGROUND

Claim 20-01-01 was submitted on January 27, 2020, by Mario M. De La Rosa, on behalf of a student at Rolling Ridge ES. Claimant alleged severe injury to his leg during recess on the school grounds. Claimant seeks unspecified damages and seeks a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 20-01-02 was submitted on January 27, 2020, by Allstate Insurance Co., on behalf of Raymond and Christa Bitanga. Claimants alleged vehicle damages after being hit by school vehicle that was coming out the Eagle Canyon ES parking lot. Claimant seeks a settlement demand for vehicle damages in the amount of \$4,269.00.

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

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

RECOMMENDATION

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

FISCAL IMPACT

Unknown at present.

NE:RR:WF:lag

Chino Valley Unified School District

Our Motto:

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

DATE: February 20, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Whitney Fields, Director, Risk Management and Human Resources
SUBJECT: COMPREHENSIVE SCHOOL SAFETY PLAN FOR EACH SCHOOL

=====

BACKGROUND

The Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

Pursuant to Education Code 32288, the comprehensive safety plans shall be forwarded to the Board, which is provided under separate cover.

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

RECOMMENDATION

It is recommended the Board of Education approve the Comprehensive School Safety Plan for each school.

FISCAL IMPACT

None.

NE:RR:WF:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: SPEECH PATHOLOGIST FIELDWORK AGREEMENT WITH BAYLOR UNIVERSITY

=====

BACKGROUND

Student fieldwork provides a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a speech pathologist fieldwork agreement with Baylor 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 speech pathologist fieldwork agreement with Baylor University.

FISCAL IMPACT

None.

NE:RR:FA:IB:mcm

**SPEECH PATHOLOGY FIELD PLACEMENT AGREEMENT
BETWEEN BAYLOR UNIVERSITY AND
CHINO VALLEY UNIFIED SCHOOL DISTRICT**

The following agreement is mutually agreed upon in order to clarify the joint and separate responsibilities between Chino Valley Unified School District, hereinafter referred to as the "Agency," and Baylor University, a Texas non-profit corporation, hereinafter referred to as the "University," by which the parties will provide field instruction in Speech Pathology for selected students of the University. This contract supersedes any previous contract or agreement, verbal or written, entered into between the University and Agency for the purpose of Speech Pathology field placement.

SECTION I

It is mutually agreed that:

1. The purpose of Speech Pathology field placement with the Agency is to provide opportunities for learning and to enable the students to meet the objectives of field instruction.
2. The Agency will have the right to interview students selected by the University.
3. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.
4. The Agency through the Field Instructor(s) will provide input to the University's Speech Pathology curriculum and the University is responsible for maintaining adequate structure to consider the utilization of such input.
5. In the interest of quality clinical care, the Agency will provide supervision and instruction regarding individual cases seen by the student.
6. The number of students which the Agency will receive will be mutually agreed upon at least 4 weeks prior to the students' field experience.
7. The Agency will plan and administer all aspects of the clinical care program and shall provide qualified supervision of all clinical care activities.
8. Any provision of this agreement to the contrary notwithstanding, the Agency personnel may, at any time, relieve a student of any specific assignment, or may request that a student leave the clinical care area or the hospital premises, for any reason that the Agency personnel deem necessary for the quality of clinical care.
9. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University.

In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.

10. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any workmen's compensation, unemployment compensation, or the withholding of income and social security taxes. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under separate employment agreement.
11. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that are applicable to their respective activities under the program.
12. The Agency is not responsible for providing a student with life insurance, workmen's compensation insurance, or hospitalization insurance. The Agency will not provide free medical care to the student.

SECTION II

The Agency agrees to:

1. Accept students for field instruction in Speech Pathology including participation in the overall Agency program and activities as appropriate to the objectives of field instruction. The Agency will provide students such cases, client contacts, access to records and other information within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate.
2. Appoint a professional Speech Pathologist(s) who demonstrate(s) commitment to practice and to education to assume a day-to-day working relationship with the University's Field Coordinator and to act as Field Instructor(s) for the student(s) and will allot said staff member(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
3. Furnish in writing to the University any exceptional criteria it considers necessary for the selection of students placed with the Agency.
4. Inform the University of any difficulties a student is having that might result in termination of the placement or a failing grade. The Agency will be responsible for documenting any student difficulties and efforts to deal with them.
5. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information from the University.

6. Provide the use of existing office space, including privacy for interviewing, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
7. Inform the University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
8. Provide the University with a written summary of student performance at the termination of the field experience.
9. Provide the University with the Agency's standards and regulations for personnel. Students will be subject to such rules and regulations of the Agency as are congruent with the educational objectives of field experience.
10. Retain responsibility for Speech Pathology services to its clients.

SECTION III

The University agrees to:

1. Assume responsibility for the selection of students to be interviewed by the Agency, and provide the Agency, prior to the interview, information about the student's academic achievement, previous work experience, and a brief autobiography. The University agrees to endeavor to meet the exceptional criteria specified by the Agency.
2. Honor a written request by the Agency, detailing the reason or cause, to relieve a student of his or her field placement responsibilities if such a student is found unsuitable for his or her assignment, or if unusual circumstances within the Agency dictate termination of the field experience.
3. Assume responsibility for the overall quality of the student's education in the Speech Pathology Program and for the administration of the field instruction program in relation to the educational requirements of the Speech Pathology Program and the University.
4. Be responsible for cooperation with the Agency in maintaining standards in preparing students for placement to assure the quality of services required by the Agency.
5. Require that all students who must enter a fieldwork site provide the University with a current and clear copy of a background check, which includes any information within the State of California or a Certificate of Clearance through the California Commission on Teacher Credentialing (CTC), and evidence of TB clearance within 4 years. Students will be prohibited to move forward until this documentation is received.
6. **Insurance:**
University will maintain in full force and effect, at its sole expense, the following minimum insurance coverage with a 30 day written notice of intent to cancel, non-renew, or material change in coverage:

- **General Liability:**
 - Commercial General Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury, personal an advertising injury, and property damage.
- **Professional Liability:**
 - \$1,000,000 Errors and Omission Insurance or Professional Liability.
- **Worker’s Compensation/Employer’s Liability:**
 - Employer’s Liability, \$1,000,000
 - Certificate of Insurance indicating “statutory” limits.
- **Sexual Abuse/Molestation**
 - \$3,000,000 Sexual Abuse Injury

University’s insurance to be primary and no-contributory. Chino Valley Unified School District to be named as “Additional Insured.”

Upon Request, the University shall provide a certificate of insurance evidencing such coverage.

The University agrees to indemnify, hold harmless, and defend the District, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Fieldwork Site because of bodily injury to or death of a person or an account of damages to property, including loss of use thereof, arising out of or in connections with this Agreement and due or claimed to be due to the negligence of the University, its agents, employees, or students.

The District agrees to indemnify, hold harmless, and defend the University, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of a person or an account of damages to property, including loss of use thereof, arising out of or in connections with this Agreement and due or claimed to be due to the negligence of the District, its agents, or employees.

SECTION IV

The student will be expected to:

1. Follow the administrative and clinical policies, standards, and practices of the Agency.
2. Comply with the regulations of professional conduct as outlined by the American Speech-Language-Hearing Association.
3. Obtain prior written approval of the Agency before publishing any materials related to the clinical experience.
4. Provide the necessary and appropriate dress (uniforms, if required). Provide his or her own transportation and living arrangements and meals.

SECTION V

1. This agreement will become effective as of the date last signed below.
2. This Agreement shall remain in effect through June 30, 2022. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the course at the time notice is given shall have the opportunity to complete the course of study in progress.
3. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
4. All the terms, conditions, and provisions agreed upon by the parties to this agreement are incorporated in this document.

For the faithful performance of the terms of this agreement, the parties hereto, in their capacities as stated, affix their signatures and bind themselves.

BAYLOR UNIVERSITY

By: _____
Nancy Brickhouse
Provost and Vice President

Date: _____

**AGENCY: Chino Valley Unified School
District**

By: _____
Richard Rideout
Assistant Superintendent, Human Resources

Date: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: NEW COURSE: ENGINEERING ESSENTIALS (PLTW)

=====

BACKGROUND

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

Engineering Essentials is a Career Technical Education Introductory course in the Engineering Industry Sector. Engineering Essentials is designed to be a high school student’s first exposure to the Project Lead The Way (PLTW) Engineering program. The course introduces students to engineering concepts that are applicable across multiple engineering disciplines and is designed to be an introductory level course in the Engineering Technology career pathway and to meet UC/CSU ‘g’ elective requirement.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new course Engineering Essentials.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr. Phone: (909) 628-1201 Web Site: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Engineering Essentials (PLTW)
2. Transcript Title/Abbreviation:	PLTW Eng Essentials
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Meets UC/CSU 'g' elective
6. Grade Level(s):	9-12
7. Unit Value:	10 credits/ 5 credits per semester
8. Course Previously Approved by UC:	No
9. Classified as a Career Technical Education Course:	Yes
10. Modeled after an UC-approved course:	No
11. Repeatable for Credit:	No
12. Date of Board Approval:	
Date of Revision Approval:	
Date of Revision Approval:	
13. Brief Course Description:	Engineering Essentials is a full-year course designed to be a high school student's first exposure to the PLTW Engineering program and is appropriate for students in grades 9-12. Students explore the work of engineers and their role in the design and development of solutions to real-world problems. The course introduces students to engineering concepts that are applicable across multiple engineering disciplines and empowers them to build technical skills through a variety of engineering tools, such as Geographic Information Systems (GIS), 3-D solid modeling software, and prototyping equipment. Students learn and apply the engineering design process to develop mechanical, electronic, process, and logistical solutions to relevant problems across a variety of industry sectors, including health care, public service, and product development and manufacturing.
14. Prerequisites:	None
15. Context for Course:	Engineering Essentials is a survey course in engineering. Students develop skills that help them create solutions to problems as they practice common engineering design and development protocols, such as experimental design, testing, project management, and peer review. In addition, the course emphasizes statistical analysis and mathematical modeling – computational methods that are commonly used in engineering problem-solving.
16. History of Course Development:	This course was designed to provide students with skills and knowledge in a Career Technical Education (CTE) pathway and introduce them to the Engineering Technology pathway. Coursework is meant to prepare students for professional life as indicated by the college and careers readiness standards in the Engineering and Architecture industry sector.
17. Textbooks:	PLTW's Electronic Classroom Resources.
18. Supplemental Instructional Materials:	None

Chino Valley Unified School District

High School Course Description

C. COURSE CONTENT

1. Course Purpose:

This course is designed for the California Career and Technical Education Engineering and Architecture sector. This course is aligned to the California Career and Technical Education Standards: Engineering Technology pathway and is designed to be an Introductory level course.

2. Course Outline:

Unit 1: Inclined to Design

Unit 1 introduces students to foundational cross-disciplinary engineering concepts, empowers them to develop and strengthen their transportable skills, and exposes them to global engineering challenges that the next generation will face. Throughout the unit, students will imagine themselves as engineers and envision a future in which they can make a difference in the world.

Students learn the engineering design process and have the opportunity to apply that process to multiple projects and problems throughout the unit as they improve their communication and collaboration skills. They reflect on design problems and solutions from a systems perspective and investigate ethics as they consider the impact of engineering decisions. Students also learn basic skills associated with project management, including developing a project schedule and critical path analysis to help them plan and track progress during larger projects. They use a GIS as a tool to help identify, define, and solve problems using spatial information.

Unit 2: Make it Move

In Unit 2, students apply mechanical and mathematical concepts to design solutions to engineering problems. They develop multiple types of models to represent aspects of real objects/phenomena, including conceptual models, graphic models (drawings), 3-D solid computer models, physical models, and mathematical models, and begin to understand the inherent limitations of each. These models are used to define, test, and communicate design ideas and mechanical solutions.

Students build on skills and knowledge gained from Unit 1 and have additional opportunities to apply the design process, experimental design, systems thinking, and project management to design and test mechanical solutions to improve people's lives. Students continue to develop their collaboration and communication skills and consider the impact of their solution on people and society.

Unit 3: Power it Up

In Unit 3, students discover the foundation of all modern electronic devices, such as cellular phones, MP3 players, and high-definition televisions. Students learn how to use digital circuits to develop electronic solutions that improve people's lives.

Students review energy forms and the transfer of energy into the form of electricity. They investigate the fundamental circuit components, concepts, equipment, and skill set associated with circuit design. Students use graphical, computer, and physical models to represent and investigate analog circuits. Students design experiments to determine the relationship among voltage, current, and resistance in circuits. They are then introduced to the basics of digital signals, starting with truth tables and logic expressions, then apply the design process to design, simulate, and breadboard a circuit to accomplish a goal. Finally, students collaborate and work with other teams as they apply skills and knowledge learned in prior units to develop a proof of concept prototype for an electromechanical system.

Unit 4: Make a Plan

In Unit 4, students investigate issues related to population growth and development, and use geographic information systems as tools to define, model, and solve engineering challenges that result from development.

Engineering and Architecture Pathway Standards

Engineering Design Pathway

C1.0 Understand historical and current events related to engineering design and their effects on society

C1.1 Know historical and current events that have relevance to engineering design

C1.2 Interpret the development of graphic language in relation to engineering design

C2.0 Understand the effective use of engineering design equipment

Chino Valley Unified School District

High School Course Description

- C2.1 Employ engineering design equipment using the appropriate methods and techniques
- C2.2 Apply conventional engineering design equipment procedures accurately, appropriately, and safely
- C2.3 Apply the concepts of engineering design to the tools, equipment, projects, and procedures of the engineering design pathway
- C3.0 Understand the sketching process used in concept development
 - C3.1 Apply sketching techniques to a variety of architectural models
 - C3.2 Produce proportional two- and three-dimensional sketches and designs
 - C3.3 Present conceptual ideas, analysis, and design concepts using freehand, graphic, communication techniques
- C4.0 Understand measurement systems as they apply to engineering design
 - C4.1 Know how the various measurement systems are used in engineering drawings
 - C4.2 Understand the degree of accuracy necessary for engineering design
- C5.0 Use proper projection techniques to develop orthographic drawings
 - C5.1 Understand the concepts and procedures necessary for producing drawings
 - C5.2 Develop multi view drawings using the orthographic projection process
 - C5.3 Understand the various techniques for viewing objects
 - C5.4 Use the concepts of geometric construction in the development of design drawings
 - C5.5 Apply pictorial drawings derived from orthographic multi view drawings and sketches
- C6.0 Understand the applications and functions of sectional views
 - C6.1 Understand the function of sectional views
 - C6.2 Clarify hidden features of an object using a sectional view and appropriate cutting planes
- C7.0 Understand the applications and functions of auxiliary views
 - C7.1 Understand the function of auxiliary views
 - C7.2 Use auxiliary views to clarify the true shape and size of an object
- C8.0 Understand and apply proper dimensioning standards to drawings
 - C8.1 Know a variety of drafting applications and understand the proper dimensioning standards for each
 - C8.2 Apply dimension to various objects and features
- C9.0 Understand the tolerance relationships between mating parts
 - C9.1 Understand what constitutes mating parts in engineering design
 - C9.2 Interpret geometric tolerancing symbols in a drawing
 - C9.3 Use tolerancing in an engineering drawing
- C10.0 Understand the methods of applying text to a drawing
 - C10.1 Describe the processes of lettering and/or text editing
 - C10.2 Implement standard methods of title block creation and use
 - C10.3 Develop drawings using notes and specifications
 - C10.4 Plan, prepare, and interpret drawings and models through traditional drafting Computer-Aided Design (CAD) techniques
- C11.0 Understand the methods of creating both written and digital portfolios
 - C11.1 Develop a binder or digital portfolio representative of completed work for presentation
 - C11.2 Give an effective oral presentation of a portfolio

3. Key Assignments:

1.1 Engineers and Engineering

In Lesson 1.1, students consider their perception of engineers and engineering. They learn brainstorming techniques, define mindset characteristics that are important to success in engineering, and identify their own personal traits that align with engineering. Using their personal engineering perspective, students reflect individually and within a team on global engineering challenges, choose a challenge that they feel is the most important challenge facing their generation, and gather evidence to make a persuasive presentation to convince an audience of its importance.

Chino Valley Unified School District

High School Course Description

1.2 Systems and the Engineering Design Process

Students are introduced to the concepts of systems and systems thinking as a mindset used to consider the interconnectedness of our world and the far-reaching impacts of engineering decisions. Students use a GIS to investigate natural and man-made systems to inform design decisions. Students also practice brainstorming techniques as they address ethical considerations related to systems thinking.

1.3 Product Design

In this lesson, students explore a variety of ethical perspectives, then analyze a scientific experiment and learn to design experiments in order to gain specific knowledge and understanding. The lesson also introduces the concept of sustainability as students design and carry out an experiment related to sustainability, consider the impacts and trade-offs necessary in engineering decision-making, and discuss the ethical implications of those decisions.

1.4 Natural Disaster Relief Center

In the final lesson of Unit 1, students develop basic skills necessary to create maps and layers in a geographic information system in order to address the unit problem. Students work independently and as part of a team to apply the knowledge and skills developed throughout the unit to design a relief center system to serve a community devastated by a natural disaster.

2.1 Machines

In this lesson, students review simple and compound machines as they develop and use models to represent objects and systems. Students employ experimental design to inform development of a model that represents important aspects of a phenomenon and develop a protocol to test the function of a compound machine compared to design criteria. Finally, students work collaboratively using a design process to develop an assistive mechanical device to improve the health and well-being of an individual.

2.2 Mechanical Motion

Students are introduced to – and practice determining – quantities related to mechanical systems, including mechanical energy, gear ratio, torque, and mechanical advantage. They explore various types of motion and methods to convert one type of motion to another (e.g., linear motion to rotation). Students continue to develop skills in using 3-D design software to represent parts and systems and learn how to constrain degrees of freedom to simulate realistic motion. Students apply a design process and employ the use of conceptual, computer, mathematical, and physical models and the concepts of mechanical work and mechanical advantage to reduce the amount of work we do.

2.3 Mechanical Systems

Students apply prior learning and technical skills, a design process, experimental design, systems thinking, and project management to design and test a mechanical solution to improve people's lives. In the process, students continue to improve their collaboration and communication skills.

3.1 Energy Conversion

This lesson begins by examining the importance of energy and electricity in our lives. Students view a video timeline of the impact of electricity on society and learn about how energy converted to electricity and transferred to our homes and businesses – where it is transformed into other forms of energy for our use. Students examine local and global electrical usage and consider the ethical implications associated with energy sources and energy use. In addition, students are introduced to electrical circuits and various models used to represent electrical circuits, including physical models, schematics, and computer simulations. Students use technology to measure voltage, current, and resistance, and experiment to determine a mathematical model to represent the relationship among those quantities in a circuit.

3.2 Logic

In this lesson, students gain knowledge and skills necessary to design and build circuits – starting with truth tables and logic expressions – used to represent the input and output of a logic gate, the basic building block of digital circuits. Students investigate how circuits work, learn to represent circuits with truth tables and logic expressions, and build physical models using integrated chips. Students also learn the basics of programming

Chino Valley Unified School District

High School Course Description

a microcontroller to electronically control products and devices through data collection, sensing, and actuation of physical components. Using a microcontroller to gather data from multiple sensors, students collaboratively design an input device that can be used later in the design of an electromechanical device.

3.3 Electromechanical Systems

Students work in teams to develop a proof of concept design and prototype of an electromechanical system to perform specific functions. This problem provides opportunities for students to continue building skills in communication, collaboration, and ethical engineering practice.

4.1 Urban Design

In Lesson 4.1, students predict global population growth and investigate impacts and challenges of population growth and urbanization. They investigate urban subsystems that allow high-density population centers to function and are introduced to the concept of urban planning. The ideas of risk and trade-offs in engineering design are discussed, and students consider risks and rewards related to potential solutions to urban infrastructure problems. In collaborative teams, students apply their learning as they design a city development plan and consider the environmental, social, and economic impacts of their design.

4.2 Maps as Models

This lesson provides opportunities to investigate a variety of online geographic information system tools that support urban planning and engineering design (e.g., determining flood probabilities, locating traffic controls, conducting feasibility studies for new waste disposal facilities). Students practice geospatial data collection strategies and produce maps to model geospatial information.

4.3 The Sustainable Urban Environment

Students learn additional GIS development skills and use geographic information systems as a tool to consider sustainable solutions to modern challenges from a systems perspective. They use GIS technology to investigate population density and the ethical implications related to high versus low population density development. Students explore the UN Sustainable Development Goal of making cities inclusive, safe, resilient, and sustainable, then students create a map to help communicate the problem. Students further investigate a local sustainability issue (land cover resulting in increased storm water runoff and erosion) and modify a previously created GIS map to include additional geospatial features. They use their maps to estimate impervious land cover and compare their model to published map data to assess its accuracy. Students design a method to reduce runoff and use an online mathematical model to predict the impact of their solution on the volume of storm water runoff.

4.4 A Better Place

In this lesson, students have the opportunity to fully apply the engineering design process and prior learning related to systems thinking, modeling, and project management as they work in collaborative teams to develop a solution to improve the safety and well-being of the citizens of a local community. As part of the design process, teams reflect on the impact and ethical implications of their design decisions and solutions.

4. Instructional Methods and/or Strategies:

- Direct Instruction
- Hands-On Labs
- Project Based Learning
- Work Based Learning
- Collaborative Environment
- Modeling

5. Assessment Including Methods and/or Tools:

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: NEW COURSE: HOSPITALITY SENIOR PROJECT

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BACKGROUND

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

Hospitality Senior Project is a Career Technical Education Capstone course designed to support the knowledge and skills students have gained in their Hospitality, Tourism and Recreation career pathway course. The course requires students to propose a final project within the area of Hospitality, Tourism, and Recreation, conduct research, develop a business plan, and present the final product. This course meets the UC/CSU 'g' requirement.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the new course Hospitality Senior Project.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Drive Phone: 909 628-1201 Web Site: www.chino.k12.ca.us.
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909)628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Hospitality Senior Project
2. Transcript Title/Abbreviation:	Hosp Senior Proj
3. Transcript Course Code/Number:	
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Meets UC/CSU 'g' elective requirement
6. Grade Level(s):	12
7. Unit Value:	5 credits per semester/10 credits
8. Course Previously Approved by UC:	No
9. Classified as a Career Technical Education Course:	Yes
10. Modeled after an UC-approved course:	Yes
11. Repeatable for Credit:	No
12. Date of Board Approval:	
13. Brief Course Description:	The Hospitality Senior Project provides students the opportunity and support to design and implement their interest, knowledge and the skills they have gained in their Business Hospitality career pathway courses and their visions for their future education while applying higher level of skills through this Capstone course. The course introduces students to advanced study in the career pathway area of specialization. A final project includes developing a project proposal, research, developing a business plan, and presentation of the completed project. The course requirements help students develop skills that target a specific area in the industry. Students will also have the opportunity to manage a school-based enterprise.
14. Corequisites:	Hospitality Consumer Economics
15. Context for Course:	This course was developed to complement and complete courses developed as introductory and concentrator courses in the Hospitality, Tourism, and Recreation industry sector.
16. History of Course Development:	The course was designed so students can put into practice what they have learned during their time in the Hospitality, Tourism, and Recreation career pathway.
17. Textbooks:	Principles of Business, Marketing, and Finance by Robert L Dansby, Chris Gassen, and Brenda Clark Copyright, 2017 Subject: Business Grade Level: 9-12
18. Supplemental Instructional Materials:	Marketing Essentials McGraw Hill Education Carl Woloszyk
C. COURSE CONTENT	
1. Course Purpose:	The primary focus of the course is to prepare college-bound 12th graders to succeed in the rigorous academic setting of college in a Business or Hospitality major. The Hospitality Senior Project course is an in-depth project-based class

Chino Valley Unified School District

High School Course Description

designed to encourage and improve skills in: Communication (reading, writing, conversing, presenting, and listening for a multitude of purposes), organization (locating, accessing, and organizing information), research, digital technology (Excel, GoogleSlides and Microsoft Word). The course will also require students to manage and operate a school-based enterprise with our Husky Café.

2. Course Outline:

Unit 1-Internship, Work Experience, Job Shadowing

The real-world working conditions and learning experience that is provided by this Capstone course will allow students the opportunity to apply their career and academic skills in a practical business and finance setting. Students develop and practice an understanding of high skill career duties and responsibilities, terminology, climate, protocol, and other information that will enable students to analyze and revise their meaningful plans. During this course, students will be participating in paid or non-paid work-based learning experiences (job shadowing, observations, and internships) with classroom instruction in employability skills and career exploration. Students develop positive work habits, self-confidence, job skills, and a personal career exploration. While completing a real-life experience in an area of the student's choice, a student will complete a weekly reflection report. Each week the class will share their experience with classmates. Students will reflect on their learning and how they can apply to future career or college plans.

Unit 2- Research Project/Business Plan

The research project is designed to provide students the opportunity to demonstrate their skills and knowledge learned in the Business, Hospitality and Tourism Industry Sector. Completing the project demonstrates their ability to plan, organize and create a product or event. The project also allows them to pursue specific interests and to meet professional expectations for the Hospitality and Tourism Industry. There are three main components of the research project: a research paper, a product or activity and the project presentation.

- Research Paper: The student will write an in dept, 8-12-page research paper using MLA guidelines for margins, text, formatting, heading and titles and page numbering.
- Conducting Research: As students research their topics, they should ask questions such as "What do I really want to know about the subject?" "What interests me the most about it?" "What makes it worth investigating?" Using primary sources, students will seek answers to their questions and gain a deeper understanding about their topic by finding facts and ideas from a variety of reliable sources. They will be guided through the process of drafting their research findings using appropriate rhetorical, grammatical and syntactical patters, forms and structures to meet the needs of their intended audiences (peers and panel of judges). They will incorporate and write a business plan for a new company or product which will include developing goals and objective, creating a complete marketing plan, and construct projected financial reports. By reading materials such as corporate annual reports, marketing communications documents, company profiles, and the textbook "Marketing Essentials", the student will be able to determine and conduct surveys to analyze and graph consumer preferences and interview two corporate executives to attain advice and suggestions in creating their business plan.
- Upon completion of the research and gathering data, the student will write and present their plan developed for an audience of potential investors.

Unit 3- Portfolio

The portfolio is a collection of evidence that demonstrates the student's skills and abilities throughout the hospitality Capstone course. It helps prepare students for college and employment in three compliment ways. First, it is the central part of the course that gives student an opportunity to master important writing skills, meaningful to their possible audiences. Second, by completing the requirements, students can showcase their best works to colleges and potential employers. Third, by taking responsibility for putting together this collection, students plan and document their accomplishments, as well as identify areas for further improvement.

Work Samples: Students showcase and describe four work samples of their best work that reflects a substantial program activity. There are practical examples of the student's workplace learning and written work that are linked directly to the CTE Model Curriculum Standards for the Hospitality Business and Tourism Sector.

Chino Valley Unified School District

High School Course Description

Unit 4-Operating a School-Based Enterprise (SBE)

Student will operate and manage a business laboratory which will provide several benefits to the students. Student will operate an actual business where student can apply the marketing theory and principles learned during academy coursework. Students will conduct research, practice merchandising/display, apply forms of business operations, analyze financial data, execute purchasing procedure and inventory control. In addition, students will understand product security, salesmanship and practice the marketing mix. The school laboratory will give students an opportunity to supplement, reinforce, and enhance the knowledge, skills and attitudes required for careers in the Hospitality Industry. Development of business-like procedures, management skills, and leadership proficiencies are the focus of the unit.

3. Key Assignments:

- Analyze and evaluate other SBEs to product the target market would like
- Evaluate your competition to determine product mix and pricing that the competition offers. How will the SBE compete with these businesses
- Plan and maintain an e-portfolio
- Weekly reflections on work experience through internships and job shadowing
- Create a list of possible vendors
- Prepare a layout of your SBE
- Compete in the Prostart Management Competition
- Shop for equipment and supplies needed for your SBE
- Use the internet to research other business plans
- Prepare projected income statements
- Prepare projected balance sheets
- Prepare cash flow projections
- Working with spreadsheets- creating worksheets, writing formulas, reports, learning worksheets enhancements
- Working with word processing and desktop publishing documents-letters, Tale's graphics, catalog memorandums, business forms, and templates
- Working with the internet- using search engines, e-mails, creating web pages, and business transactions
- Working with presentations- creating slideshows and presentations, using text, graphics, charts, animations, digital photo imaging, audio, and scanning
- Working with databases- designing, editing, maintaining, and producing reports
- Working with a personal information manager- calendar, e-mail, journal, contacts, notes, and tasks
- Prepare a business plan which will include the following components:
 - a. The business plan will clearly define the goals of a business and outlines the methods for achieving them
 - b. The business plan will describe a business objective, how it will be done, who must do it, where it will be done, why it is being done and when it must be done. Most importantly, will assist students in making sound fiscal sense
 - c. Realistic smart goals will be established with a sound methodology for achieving them
 - d. Students will prepare a business description which includes name, goals and objectives, define market niche, identify and analyze the competition, determine customers, and identify trends in your specific market
 - e. Products and services created will be to determine the product mix and conduct market research
 - f. Practice and participate in sales and marketing activities. Student will learn formulas to price products
 - g. Student will create (promotional mix) to promote the SBE
 - h. Student will create an operating plan which will address the size and location of the business, identify and describe the equipment needed, create a layout and discuss management and student employees

Chino Valley Unified School District

High School Course Description

i. Create and analyze financial management forms which will include sales forecast, budgeting, and profit and loss statement

4. Instructional Methods and/or Strategies:

- Close Reading
- Process Reflections and Portfolios
- Class Discussions
- Informal and Formal Speeches/Presentations
- Journals
- Annotated Bibliographies
- Online and Offline Research
- Socratic Seminars
- Peer Review of Writing and Presentations

5. Assessment Including Methods and/or Tools:

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: REVISION OF FRENCH 3 HONORS COURSE

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BACKGROUND

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

French 3 Honors is a year-long, World Language elective course aligned with the five goal areas specified by the National World Language Standards. This course revision reflects the addition of the most recent California’s World Language Standards for grades K-12, the District’s new template for course descriptions, as well submission to the University of California A-G Course Management Portal for honors consideration. This course meets the UC/CSU ‘e’ requirement, Level 3 Language Other Than English.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of the French 3 Honors course.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Drive, Chino, Ca. 91710 Phone: 909)628-1201 Web Site: www.chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum and Instruction Position/Title: Director of Secondary Curriculum and Instruction Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	French 3 Honors
2. Transcript Title/Abbreviation:	French 3 H
3. Transcript Course Code/Number:	5732
4. Seeking Honors Distinction:	Yes
5. Subject Area/Category:	MEETS UC/CSU 'E' REQUIREMENT LANGUAGE OTHER THAN ENGLISH (LOTE) LEVEL 3 Meets the "e" requirement
6. Grade Level(s):	9 - 12
7. Unit Value:	5 credits per semester/10 credits total
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	YES
11. Repeatable for Credit:	No
12. Date of Board Approval:	November 21, 2002
Date of Revision Approval:	
13. Brief Course Description:	<p>STUDENTS RECEIVE IN-DEPTH TRAINING IN SPEAKING AND WRITING PROFICIENCY, LEARN TO USE ADVANCED GRAMMATICAL AND IDIOMATIC STRUCTURES, AND RECEIVE EXTENSIVE PRACTICE EXPRESSING CRITICAL THINKING THROUGH ORAL AND WRITTEN FRENCH LANGUAGE BY ANALYSIS OF AUTHENTIC FRENCH LANGUAGE THROUGH LITERATURE, PERIODICALS AND CINEMA. STUDENTS WILL LEARN TO EXPRESS THEMSELVES IN A CULTURALLY APPROPRIATE MANNER BY STUDYING AND ANALYZING FRENCH LANGUAGE AND CULTURE WITHIN THE CONTEXT OF THE GLOBAL FRANCOPHONE WORLD. SPECIFIC VOCABULARY AND GRAMMAR WILL BE TAUGHT SYSTEMATICALLY AS WELL AS THROUGH AUTHENTIC RESOURCES. THE INSTRUCTOR WILL SENSITIZE STUDENTS TO THE SUBTLE NUANCES OF FRANCOPHONE CULTURES WORLDWIDE.</p> <p>The curriculum included in this document is generic to the modern languages. The modern language standards are meant to be inclusive of all languages and are not written for any specific language, however, all languages are different and have different vocabulary, syntactic structures, sound systems, writing systems, and represent different cultures. The standards for foreign language are aligned with the five goal areas specified by the National Foreign Language Standards as follows: communication, cultures, connections, comparisons, and communities. There are a total of eleven (11) standards. These standards are general in nature and apply to all levels of foreign language instruction. For each of the eleven standards, there are specific objectives that define what students should know and be able to do upon completion of a particular level of instruction. In addition, performance indicators, or examples of student performance and appropriate classroom activities, are provided for many of the objectives.</p>

Chino Valley Unified School District

High School Course Description

14. Prerequisites:	FRENCH 2; OR FRENCH 2H; AND/OR TEACHER RECOMMENDATION Successful completion of Foreign Language 2 or teacher recommendation
15. Context for Course:	A key element to success in our current world is the ability to speak other peoples' languages and to function with people from other cultures. In our own state alone, proficiency in languages in addition to English is critical simply as a means for communicating with one another.
16. History of Course Development:	THIS COURSE IS BEING REVISED TO REFLECT THE RIGOR NECESSARY FOR UC/CSU HONORS DISTINCTION AS WELL AS THE DISTRICT'S MOST RECENT TEMPLATE FOR COURSE DESCRIPTIONS.
17. Textbooks:	D'accord 3 Vista Higher Learning 2015 Edition
18. Supplemental Instructional Materials:	Literary Texts: Les Aventures du Petit Nicolas by Rene Goscinny/Jean-Jacques Sempe Graded French Reader by Golding/Bauer Paroles by Jacques Prevert
C. COURSE CONTENT	
1. Course Purpose:	THE PURPOSE OF FRENCH 3 HONORS IS TO PROVIDE AN ACCELERATED PACE AND RIGOR IN CURRICULUM FOR STUDENTS INTENDING TO CONTINUE TO ADVANCE PLACEMENT (AP) FRENCH.
2. Course Outline:	<p>LE MONDE DU TRAVAIL: A L'ÉCOLE ET AU BOULOT STUDENTS WILL EXAMINE HOW EDUCATIONAL AND WORK ENVIRONMENTS DIFFER THROUGHOUT THE FRANCOPHONE WORLD. IN ADDITION TO THE OVERVIEW PROVIDED BY THE CLASSROOM TEXT AND SUPERSITE, THE ADVANCED CLASS WILL USE AUTHENTIC SOURCES SUCH AS FRANCOPHONE NEWS WEBSITES, MAGAZINES, FRENCH YOUTUBE VIDEOS, AND ONLINE FRANCOPHONE RADIO TALK SHOWS. FURTHER, ANALYSIS OF THESE SOURCES WILL LEAD STUDENTS TO ANALYZE THE ORGANIZATIONAL STRUCTURES INHERENT IN EACH CULTURE'S EDUCATIONAL SYSTEM AND THE RELATIONSHIP BETWEEN THAT SYSTEM AND THE FRANCOPHONE CULTURE AND SOCIETY THAT IT REPRESENTS. CURRENT EVENTS AND ONLINE JOURNAL SOURCES WILL ALSO PROVIDE A WINDOW TO THE EMPLOYMENT OPPORTUNITIES AND THE EFFECTS OF UNEMPLOYMENT THROUGHOUT THE FRANCOPHONE WORLD, AS A REFLECTION OF THE ECONOMY AND THE CULTURE. THE UNIT WILL CULMINATE WITH AN ANALYSIS OF THE EFFECTIVENESS OF EDUCATIONAL SYSTEMS TO PREPARE STUDENTS FOR THE WORK ENVIRONMENT. STUDENTS WILL EXPLORE THE ONISEP FRENCH GOVERNMENT WEBSITE THAT HELPS ORIENT STUDENTS TOWARDS CAREERS. THEY WILL CHOOSE A CAREER PATH AND PREPARE A FLOWCHART TO SHOW THE NECESSARY SKILLS AND EDUCATION PATH TO OBTAIN A JOB IN THIS AREA.</p> <p>NOS RESPONSABILITÉS À L'ENVIRONNEMENT FRANCOPHONE WEBSITES, MAGAZINES, LITERATURE, NEWS WEBSITES, AND RADIO RESOURCES WILL BE USED IN ADDITION TO THE FRENCH HONORS TEXTBOOK MATERIALS TO FOCUS ON THE RELATIONSHIP BETWEEN MANKIND AND THE ENVIRONMENT INCLUDING: ENERGY, FOOD AND WATER RESOURCES AND RESERVES; GLOBAL WARMING, CLIMATE CHANGE, NATURAL DISASTERS; TRANSPORTATION ALTERNATIVES; PERSONAL RESPONSIBILITIES. CLASSROOM DISCUSSION WILL REQUIRE STUDENTS TO CRITICALLY ANALYZE MANKIND'S EFFECTS ON THE ENVIRONMENT, ETHICS WITH RESPECT TO SCIENCE AND TECHNOLOGY AND THE ROLE OF GOVERNMENT. STUDENTS WILL USE FRANCOPHONE WEBSITES AND JOURNAL ARTICLES TO REFLECT ON VARIOUS LOCAL AND GLOBAL PERSPECTIVES CONCERNING MANKIND'S "CARBON FOOTPRINT". THEY WILL DRAW PERSONAL CONCLUSIONS WITH RESPECT TO THEIR OWN RESPONSIBILITY. STUDENTS WILL SELECT AN ENVIRONMENTAL ISSUE AND CREATE A BROCHURE THAT ADDRESSES THIS ISSUE. THEY MUST SELECT THEIR AUDIENCE, THEN REFER DIRECTLY TO THE SOURCES PROVIDED, EXPLAINING THE ISSUE AND PROVIDING POSSIBLE SOLUTIONS. THE AP RUBRICS WILL BE USED TO SCORE THIS ASSIGNMENT. TO ACHIEVE AN A,</p>

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THE STUDENT MUST CLEARLY AND EFFICIENTLY TRANSMIT THE MESSAGE BY USING A VARIED AND SOMEWHAT EXTENSIVE VOCABULARY, EFFECTIVELY USING IDIOMATIC EXPRESSIONS, AND USING SOME COMPLEX GRAMMATICAL STRUCTURES. THE CONTENT MUST PROVIDE STRONG AND ORGANIZED LINKS TO THE TOPICS COVERED IN CLASS, AND INCLUDE PERSONAL INSIGHT, OPINIONS AND SUGGESTIONS. STUDENTS MUST ALSO EFFECTIVELY USE A VARIETY OF THE CONVENTIONS RELATIVE TO THE FORMAT OF THE TEXT.

COMMUNICATIONS ET MÉDIAS

STUDENTS WILL ANALYZE HOW PEOPLE INTERACT, TRANSMIT AND GATHER DATA FOR THE PURPOSES OF INFORMATION AND ENTERTAINMENT BY READING FRANCOPHONE ADVERTISING AND NEWS WEBSITES, BY LISTENING TO ONLINE FRANCOPHONE RADIO, AND BY WATCHING EDUCATIONAL FRANCOPHONE YOUTUBE VIDEOS. DISCUSSIONS WILL EXAMINE THE EMOTIONAL INFLUENCES BROUGHT ABOUT BY THE LINGUISTIC AND VISUAL CHOICES IN ADVERTISING AND THE MEDIA, AS WELL AS BIAS, SENSATIONALISM AND CENSORSHIP. STUDENTS WILL BE GUIDED TO A CRITICAL ANALYSIS OF PERSPECTIVE, VOICE AND AUDIENCE.

STUDENTS PRESENT A MOVIE REVIEW TO THEIR FELLOW STUDENTS. THEY MUST ADDRESS THE FILM'S ABILITY TO TRANSMIT THE DESIRED THEME(S) THROUGH THE DIALOGUE AND IMAGERY EMPLOYED BY THE DIRECTOR. THE AP RUBRICS WILL BE USED TO SCORE THIS ASSIGNMENT. TO ACHIEVE AN A, THE STUDENT MUST CLEARLY AND EFFICIENTLY TRANSMIT THE MESSAGE BY USING A VARIED AND SOMEWHAT EXTENSIVE VOCABULARY, EFFECTIVELY USING IDIOMATIC EXPRESSIONS, AND USING SOME COMPLEX GRAMMATICAL STRUCTURES. THE CONTENT MUST PROVIDE STRONG AND ORGANIZED LINKS TO THE TOPICS COVERED IN CLASS, AND INCLUDE PERSONAL INSIGHT, OPINIONS AND SUGGESTIONS. STUDENTS MUST ALSO EFFECTIVELY USE A VARIETY OF THE CONVENTIONS RELATIVE TO THE FORMAT OF THE TASK.

STUDENTS WILL CREATE AN ADVERTISEMENT FOR A FRANCOPHONE VACATION DESTINATION. THEY MUST INCLUDE CULTURAL AND HISTORICAL COMPONENTS TO THEIR VACATION PACKAGE, AS WELL AS LOCAL ACTIVITIES THAT WILL ATTRACT TOURISTS. THEIR ADVERTISEMENT WILL BE PRESENTED TO THE CLASS. STUDENTS WILL EVALUATE EACH OTHER'S WORK BASED ON EACH ADVERTISEMENT'S ABILITY TO ENGAGE THEIR INTEREST AND PROVIDE SUFFICIENT INFORMATION REGARDING THE VACATION PACKAGE. THE TEACHER'S RUBRIC WILL INCLUDE ADVANCED DETERMINANTS OF LANGUAGE FLUENCY FROM THE AP RUBRICS.

AS STUDENTS ANALYZE POLITICAL SYSTEMS IN THE FRANCOPHONE WORLD AND THE KEY CHALLENGES FACED IN REGARDS TO THE IMMIGRATION CRISIS, THE ENVIRONMENT, THE CONTRIBUTIONS AND NEGATIVE IMPACTS OF TECHNOLOGY, THEY CREATE AN ORAL PRESENTATION ON THEIR POLITICAL VIEWS USING KEY VOCABULARY AND STATE WHICH ISSUES ARE MOST IMPORTANT TO THEM.

RELATIONS SOCIALES:

STUDENTS WILL EXAMINE BEHAVIORS RELATED TO FAMILY AND COMMUNITY GROUPS THROUGHOUT THE FRANCOPHONE WORLD. THEY WILL COMPARE THEIR PERSONAL GROUP DYNAMICS WITH THOSE OF VARIOUS FRANCOPHONE CULTURES, INCLUDING BEHAVIORS RELATED TO CELEBRATIONS, RELIGIOUS EVENTS, MINORITY GROUPS, PATRIOTISM, INTERPERSONAL RELATIONSHIPS AND SOCIAL BEHAVIORS. A WIDE VARIETY OF TOPICS INCLUDES DATING, SOCIAL TABOOS, AND SOCIAL INTERACTION THROUGH LEISURE ACTIVITIES SUCH AS SPORTS, HOBBIES, AND ENTERTAINMENT. STUDENTS WILL BE EXPECTED TO GO BEYOND THE BASIC UNDERSTANDING OF CULTURAL RELATIVISM, DEVELOPING ARGUMENTS TO SUPPORT THE SIGNIFICANCE OF LOCAL CUSTOMS WITH RESPECT TO CULTURAL IDENTITY.

WITH A PARTNER, STUDENTS WILL SELECT A RITE OF PASSAGE FROM A FRANCOPHONE COUNTRY ACCORDING TO INTEREST. THE STUDENTS WILL BE REQUIRED TO RESEARCH CUSTOMS RELEVANT TO THAT CULTURE AND PROVIDE AN ORGANIZED PRESENTATION. STUDENTS WILL EVALUATE EACH OTHER'S ORAL PRESENTATIONS BASED ON THE PRESENTATION'S ABILITY TO ENGAGE THEIR INTEREST, AND TO PROVIDE SUFFICIENT INFORMATION REGARDING THE RITE OF PASSAGE UNIQUE TO THAT CULTURE. THE TEACHER'S RUBRIC WILL INCLUDE ADVANCED DETERMINANTS OF LANGUAGE FLUENCY FROM THE AP RUBRICS. STUDENTS PRESENT ON A RELATIONSHIP IMPORTANT TO THEM AND HOW IT HELPS THEM COPE WITH EVERYDAY LIFE. STUDENTS ANALYZE HOW THE QUALITIES OF SIGNIFICANT OTHERS CAN IMPACT THEIR WELL-BEING. STUDENTS GIVE SOME THOUGHT OF THE IMPACT OF PERSONALITY ATTRIBUTES.

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LA DIVERSITÉ CULTURELLE:

STUDENTS WILL CONTINUE THEIR STUDIES OF ETHNIC, RACIAL, IDEOLOGICAL AND SOCIO-ECONOMIC DIVERSITY THROUGHOUT THE FRANCOPHONE WORLD THROUGH FURTHER EXAMINATION OF CUSTOMS AND TRADITIONS. TOPICS INCLUDE REGIONAL CULINARY SPECIALTIES, AS WELL OF CONCEPTS OF HUMAN BEAUTY AND FASHION. IN ADDITION TO INFORMATION PROVIDED IN THE FRENCH 3 HONORS TEXTBOOKS AND SUPERSITE, STUDENTS WILL READ EXCERPTS FROM FRANCOPHONE LITERATURE THAT PROVIDES PERSONAL PERSPECTIVES WITH RESPECT TO FAMILY, RELIGIOUS AND REGIONAL CELEBRATIONS.

TO DEMONSTRATE AN UNDERSTANDING OF THE RELATIONSHIP BETWEEN CULTURE AND CELEBRATIONS, SMALL GROUPS WILL EACH CREATE A MINI-FÊTE FOR THE CLASS. THEY MUST PREPARE THE FOOD AND DECORATIONS ASSOCIATED WITH A HOLIDAY OR CELEBRATION, DESCRIBE A BRIEF HISTORY OF THE HOLIDAY, INCLUDING SYMBOLS AND TRADITIONS ASSOCIATED WITH THAT HOLIDAY, AND EXPLAIN THE SIGNIFICANCE OF THAT CELEBRATION TO THE GROUP STUDIED. THE AP RUBRICS WILL BE USED TO SCORE THIS ASSIGNMENT. TO ACHIEVE AN A, THE STUDENT MUST CLEARLY AND EFFICIENTLY DESCRIBE THE CELEBRATION BY USING A VARIED AND SOMEWHAT EXTENSIVE VOCABULARY, EFFECTIVELY USING IDIOMATIC EXPRESSIONS, AND USING SOME COMPLEX GRAMMATICAL STRUCTURES. THE CONTENT MUST PROVIDE STRONG AND ORGANIZED CONNECTIONS TO REGIONAL CULTURE AND INCLUDE PERSONAL INSIGHT AND OPINIONS. STUDENTS WILL WRITE AND ILLUSTRATE A BOOK ON A SUBJECT OF THEIR CHOICE ABOUT CONTEMPORARY LIFE FOR OTHER STUDENTS TO READ. THEY WILL SHARE THEIR PERSONAL IDENTITY BY WRITING A BRIEF AUTOBIOGRAPHY FOR THE "ABOUT THE AUTHOR".

COMMUNICATION ET L'ART:

STUDENTS WILL EXAMINE MANKIND'S EXPRESSION THROUGH THE VARIOUS GENRES OF ART. THEY WILL DO A LITERARY ANALYSIS OF SELECTIONS OF LITERATURE SUCH AS *LE PETIT PRINCE*, BY SAINT-EXUPÉRY, *PERSEPOLIS* BY MARJANE SATRAPI AND THE POEMS OF JACQUES PRÉVERT DISCUSSING THE IMAGERY, THEMES AND RELEVANCE TO TODAY'S SOCIETY. THEY WILL ALSO EXAMINE FAMOUS QUOTES BY FRENCH PHILOSOPHERS. THEY WILL DO A VIRTUAL TOUR OF LE MUSÉE DU RODIN, LE MUSÉE DU LOUVRE AND DISCUSS VARIOUS GENRES OF VISUAL ARTS. THEY WILL DISCUSS THE IMPACT OF MUSIC AND COMPARE BOTH TRADITIONAL AND CONTEMPORARY COMPOSITIONS. THEY WILL EXAMINE THE VISUAL IMAGERY AND MESSAGES PORTRAYED IN FILMS SUCH AS JEAN COCTEAU'S *LA BELLE ET LA BÊTE*, *LA VACHE*, AND *UN PEU, BEAUCOUP, AVEUGLÉMENT*.

STUDENTS WILL BE PROVIDED WITH THE PHOTOGRAPH OF A WORK OF ART, OR A SCENE FROM A FILM. THEY WILL HAVE FIFTEEN MINUTES TO PREPARE, THEN FIVE MINUTES TO DISCUSS THE SIGNIFICANCE OF THE SUBJECT OF THE PHOTOGRAPH WITH RESPECT TO FRANCOPHONE CULTURE, COMMUNICATION, PHILOSOPHY AND/OR SOCIAL RELATIONS. FOLLOWING THEIR ORAL ANALYSIS, THEY WILL RESPOND TO SEVERAL FOLLOW UP QUESTIONS. STUDENTS WILL BE GRADED USING THE ADVANCED DETERMINANTS OF LANGUAGE FLUENCY FROM THE AP RUBRICS.

3. Key Assignments:

SEMESTER 1 COMPREHENSIVE WRITTEN FINAL AND ORAL PROJECT:

STUDENTS DEMONSTRATE COMPETENCE AND MASTERY OF ALL KNOWLEDGE AND SKILLS LEARNED THROUGHOUT THE SEMESTER THROUGH THE SEMESTER COMPREHENSIVE FINAL AND FINAL PROJECT.

SEMESTER WRITTEN FINAL:

PART 1 - STUDENTS READ THREE FRANCOPHONE SELECTIONS WITHIN THE CATEGORIES OF *LE MONDE DU TRAVAIL*, *NOS RESPONSABILITÉS À L'ENVIRONNEMENT* AND *COMMUNICATIONS ET MÉDIAS*. THEY RESPOND TO A VARIETY OF QUESTIONS INCLUDING MULTIPLE CHOICE, TRUE AND FALSE AND CONSTRUCTED WRITTEN RESPONSE TO DEMONSTRATE THEIR LEVEL OF READING FLUENCY AS WELL AS THEIR ABILITY TO ACCURATELY USE VOCABULARY AND GRAMMATICAL STRUCTURES.

PART 2 - THE INSTRUCTOR PROVIDES THREE WRITING TOPICS WITHIN THE CATEGORIES OF THE UNITS STUDIED. EACH WRITING PROMPT IS LINKED TO A SPECIFIC WRITING FORMAT (IE: BROCHURE, FORMAL LETTER, NEWSPAPER ARTICLE). THE STUDENT SELECTS ONE OF THESE THREE TOPICS AND HAS AN HOUR AND A HALF TO WRITE 200-250 WORDS WITHIN THE WRITING FORMAT INDICATED FOR THAT TOPIC.

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SEMESTER ORAL FINAL:

THEY WILL BE GIVEN A LIST OF ESSENTIAL QUESTIONS FROM THE TOPICS STUDIED DURING THE SEMESTER. THEY WILL RESEARCH THESE QUESTIONS PRIOR TO THE FINAL. STUDENTS WILL BE ASKED ONE QUESTION, WILL HAVE TWO MINUTES TO PREPARE, AND TWO MINUTES TO SPEAK ON THE TOPIC ONE-ON-ONE WITH THE TEACHER.

SEMESTER 2 COMPREHENSIVE WRITTEN AND ORAL FINAL:

STUDENTS DEMONSTRATE COMPETENCE AND MASTERY OF ALL KNOWLEDGE AND SKILLS LEARNED THROUGHOUT THE YEAR THROUGH THE COMPREHENSIVE FINAL.

SEMESTER WRITTEN FINAL:

PART 1 - STUDENTS READ FOUR FRANCOPHONE SELECTIONS THAT REFLECT COMPONENTS OF THE THREE UNITS STUDIED THIS SEMESTER. THEY RESPOND TO A VARIETY OF QUESTIONS INCLUDING MULTIPLE CHOICE, TRUE AND FALSE AND CONSTRUCTED WRITTEN RESPONSE TO DEMONSTRATE THEIR LEVEL OF READING FLUENCY AS WELL AS THEIR ABILITY TO ACCURATELY USE VOCABULARY AND GRAMMATICAL STRUCTURES.

PART 2 - THE INSTRUCTOR PROVIDES FIVE WRITING TOPICS WITHIN THE CATEGORIES OF THE UNITS STUDIED. EACH WRITING PROMPT IS LINKED TO A SPECIFIC WRITING FORMAT (*IE*: BROCHURE, FORMAL LETTER, NEWSPAPER ARTICLE). THE STUDENT SELECTS ONE OF THESE THREE TOPICS AND HAS AN HOUR AND A HALF TO WRITE 200-250 WORDS WITHIN THE WRITING FORMAT INDICATED FOR THAT TOPIC.

SEMESTER ORAL FINAL:

STUDENTS WILL BE GIVEN A LIST OF ESSENTIAL QUESTIONS FROM THE TOPICS STUDIED DURING THE SEMESTER. THEY WILL RESEARCH THESE QUESTIONS PRIOR TO THE FINAL. STUDENTS WILL BE ASKED ONE QUESTION, WILL HAVE TWO MINUTES TO PREPARE, AND TWO MINUTES TO SPEAK ON THE TOPIC ONE-ON-ONE WITH THE TEACHER.

~~**Stages of Learning**— For each level of instruction, stages of learning are indicated. There are three stages of learning: *beginning*, *developing*, and *expanding*. The learning stages represent a continuum of development, reflecting the diversity and idiosyncratic nature of individual student learning, as opposed to levels of instruction, defined by years or semesters of classroom instruction. Each learning stage may require more than one level of instruction, depending on various factors such as student ability, classroom instruction, diversity of scheduling, and other variables affecting student learning. The *beginning* stage commences in Level I and may carry over into Level II. The *developing* stage may begin in Level II and generally includes Level III, perhaps extending into Level IV. The *expanding* stage will usually incorporate instruction initiated in Level IV and possibly continue through Level VI.~~

~~**Beginning Stage**— Students can communicate with memorized phrases and words. Expressing basic wants and needs is accomplished with simple statements such as “I would like to go to the movies.”~~

~~**Developing Stage**— Students are not only able to express basic wants and needs, but can also elaborate on them. For example, “I would like to go to the movies, but I don’t have any money because I spent it all on CDs yesterday.”~~

~~**Expanding Stage**— Students are able to communicate in more complex and involved situations, can respond to problems, and can resolve those problems using the foreign language. For example, “I would like to go to the movies, but I don’t have any money. Could you loan me some money and I’ll pay you back when I have the chance.~~

~~**Developing and Expanding Learning Stages— Communication**~~

~~**Standard 1**— Students engage in conversation, provide and obtain information, express feelings and emotions, and exchange opinions. (Interpersonal)~~

~~1.1 Objective: Ask and respond to factual and interpretive questions.~~

~~1.2 Objective: Interact in complex social situations.~~

~~1.2.1 Performance Indicator: Students will role play a conversation at a party by asking and answering questions on dating, sports, family, etc.~~

~~1.3 Objective: Express and support opinions.~~

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High School Course Description

~~1.3.1 Performance Indicator: Students will share opinions with classmates on familiar topics of interest, e.g., films, musical groups, athletic teams.~~

~~1.4 Objective: Express judgments.~~

~~1.5 Objective: Paraphrase or restate what has been said.~~

~~1.5.1 Performance Indicator: Students will describe the weather in different regions where the foreign language is spoken and compare it to students' own regional weather, making reference to a weather map from the foreign culture.~~

~~1.6 Objective: Describe problems and possible solutions.~~

~~1.6.1 Performance Indicator: Students will solve a predicament (e.g., a lost piece of clothing, a need for medication, a flat tire, etc.) by identifying the problem, discussing, and proposing possible solutions.~~

Standard 2— Students understand and interpret written and spoken language on a variety of topics. (Interpretive)

~~2.1 Objective: Understand selected authentic written and oral materials on topics of personal interest.~~

~~2.2 Objective: Comprehend main ideas of unfamiliar written and oral language with limited visual support.~~

~~2.2.1 Performance Indicator: Students will demonstrate understanding of an authentic hotel guide by matching particular hotels to written descriptions of specific travelers' needs.~~

~~2.2.2 Performance Indicator: Students will demonstrate understanding of foreign cultural travel ads by identifying destination, price, departure/arrival times, and intermediate stops of the trip.~~

~~2.2.3 Performance Indicator: Students will demonstrate understanding of authentic catalogue order forms or job application forms by appropriately filling them out.~~

~~2.3 Objective: Comprehend and respond to formal written communication, e.g., business, official documents, etc.~~

~~2.4 Objective: Demonstrate comprehension of particular literary selections.~~

Standard 3— Students present information, concepts, and ideas to an audience of listeners or readers on a variety of topics. (Presentational)

~~3.1 Objective: Write short well-organized compositions on given topics.~~

~~3.2 Objective: Produce and/or present elaborate creative works.~~

~~3.2.1 Performance Indicator: Students will create short written pieces such as children's "books" or travel brochures.~~

~~3.3 Objective: Write personal letters using culturally appropriate format and style.~~

~~3.3.1 Performance Indicator: Students will write a letter to an advice column explaining a personal problem and requesting help in solving it.~~

~~3.4 Objective: Give oral reports on a variety of topics.~~

~~3.4.1 Performance Indicator: Students will select a famous tourist attraction in the foreign culture and describe (orally or in writing) certain aspects of the attraction, e.g., history, architecture, current relevance, etc.~~

Cultures

Standard 4— Students demonstrate an understanding of the relationship between the practices and perspectives of the culture studies.

~~4.1 Objective: Identify differences in cultural practices among same-language cultures.~~

~~4.1.1 Performance Indicator: Students will list cultural similarities and differences observed in a film or a literary work from the foreign culture, e.g., family roles and relationships, methods of conflict resolution, use of leisure time.~~

~~4.2 Objective: Recognize sociolinguistic features of the foreign culture, e.g., conversational distance, gestures, facial expressions, meaningful sounds which are not themselves words (paralanguage).~~

~~4.3 Objective: Interpret the cultural connotations of common words, phrases, and idioms.~~

~~4.4 Objective: Discuss unfounded generalizations and stereotypes.~~

~~4.5 Objective: Discuss social and geographic factors that affect cultural practices.~~

~~4.5.1 Performance Indicator: Students will list ways in which geographical features have affected culture, e.g., the development of winter sports in the mountains, eating more seafood along the coast, etc.~~

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4.5.2 Performance Indicator: Students will conduct research on the regional—differences in a province or country in which the foreign language is spoken and explain how geography and/or history influences such differences, e.g., language, cooking, style of homes, clothing, etc.

4.5.3 Performance Indicator: Students will research traditional clothing of various regions of the countries where the foreign language is spoken and explain the influence of geography and climate.

Standard 5— Students demonstrate an understanding of the relationship between the products and perspectives of the culture studied.

5.1 Objective: Describe various aspects of the culture, including major historical events, political structures, visual arts, architecture, literature, and music.

5.1.1 Performance Indicator: Students will discuss the importance of and identify possible causes for identified current events in the foreign culture.

5.1.2 Performance Indicator: Students will compare attitudes toward the use of alcoholic beverages in the foreign culture and the United States.

5.2 Objective: Demonstrate an awareness of the major literary, musical, and artistic periods and genres of at least one of the cultures in which the foreign language is spoken.

Connections

Standard 6— Students reinforce and further their knowledge of other disciplines through the foreign language.

6.1 Objective: Identify and discuss elements of literature, e.g., plot development, characterization, etc

6.2 Objective: Conduct traditional and electronic research on selected topics related to the foreign language and culture.

6.2.1 Performance Indicator: Students will conduct Internet research on contemporary cultural practices and products of the foreign culture.

6.3 Objective: Present findings from research in oral and written form, using presentational skills acquired in other disciplines.

6.3.1 Performance Indicator: Students will present findings from foreign culture media research (e.g., magazines, newspapers, Internet, TV stations, etc.) on selected topics of contemporary society.

Standard 7— Students acquire information and recognize the distinctive viewpoints that are only available through the foreign language and its culture.

7.1 Objective: Access a variety of entertainment media available to speakers of the language.

7.1.1 Performance Indicator: Students will view current videos to understand the roles of males and females in the foreign culture.

7.1.2 Performance Indicator: Students will use a variety of authentic sources to prepare reports on topics of personal interest, comparing foreign culture perspectives to information available on the same topics from an American viewpoint.

7.2 Objective: Read and interpret short stories, poetry, or plays in the foreign language.

7.3 Objective: Use primary sources to write brief reports.

Comparisons

Standard 8— Students demonstrate understanding of the nature of language through comparisons of the language studied and their own.

8.1 Objective: Analyze differences between identified grammatical structures of English and the foreign language

8.1.1 Performance Indicator: Students will apply the correct possessive structures in communicating in the foreign language.

8.2 Objective: Identify the historical and cultural reasons for cognates, loan words, and borrowed words.

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~~8.2.1 Performance Indicator: Students will explain the historical reasons for specified place names in California.~~
~~8.3 Objective: Use knowledge of sound-symbol correspondence, stress, and intonation patterns to communicate in particular contexts.~~
~~8.3.1 Performance Indicator: Students will read a poem with correct intonation, phrasing, and stress.~~
~~8.4 Objective: Understand the use of idiomatic expressions in the foreign language.~~

~~**Standard 9**— Students demonstrate understanding of the concept of culture through comparisons of the cultures studied and their own.~~

~~9.1 Objective: Identify and compare current issues in the foreign culture and students' own culture.~~
~~9.2 Objective: Explain the impact of contributions of the foreign culture to students' own culture.~~
~~9.3 Objective: Compare and contrast global artistic contributions of the foreign culture with artistic contributions of the United States.~~
~~9.3.1 Performance Indicator: Students will note and explain foreign culture contributions (e.g., advertising, architectural styles, etc.) as evidence in the print media in the United States.~~

Communities

~~**Standard 10**— Students use the language both within and beyond the school setting.~~
~~10.1 Objective: Communicate orally or in writing with members of the foreign culture on a variety of topics.~~
~~10.1.1 Performance Indicator: Students will ask informed, comprehensible questions that can be answered by a native guest speaker, following a presentation.~~
~~10.1.2 Performance Indicator: Students will initiate a conversation or respond in the foreign language when encountering the foreign language teacher or other speakers of the language outside the classroom.~~
~~10.1.3 Performance Indicator: Invite identified community members to class to explain how they use the foreign language in their occupations, e.g., health care workers, executive assistants in corporations, police officers, etc.~~
~~10.2 Objective: Participate in travel to the foreign culture with family or school.~~

~~**Standard 11**— Students show evidence of becoming life-long learners by using the language for personal enjoyment and enrichment.~~
~~11.1 Objective: Appreciate and comprehend plays, museum exhibits, films, etc., representative of the foreign culture, outside of the classroom setting.~~
~~11.1.1 Performance Indicator: Students will attend a performance of a ballet or theatrical play representative of the foreign culture.~~
~~11.1.2 Performance Indicator: Students will attend an international soccer game.~~
~~11.2 Objective: Research current issues related to the foreign culture through various sources.~~

4. Instructional Methods and/or Strategies:

- COLLABORATIVE ACADEMIC DISCUSSIONS
- PROVIDE LANGUAGE MODELS INCLUDING SENTENCE FRAMES, STARTERS, WORD WALLS AND ANCHOR CHARTS
- INFORMATION SYSTEMS INCLUDING GRAPHIC ORGANIZERS, THINKING MAPS, MULTIMEDIA SOURCES, TECHNOLOGY
- METACOGNITIVE DEVELOPMENT THROUGH THINK-ALOUDS AND SELF-ASSESSMENTS
- EXPLICIT VOCABULARY INSTRUCTION INCLUDING MORPHOLOGY, CONTEXT CLUES, AND COGNATES
- GRADUAL RELEASE OF RESPONSIBILITY/DIRECT INSTRUCTION
- COMPUTER-BASED RESEARCH PROJECTS
- NON-LINGUISTIC GRAPHIC REPRESENTATIONS

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- WRITING SAMPLES/EXEMPLARS, RUBRIC SCORING WITH PEERS AND TEACHER
- MODELED WRITING
- LINKING PRIOR/BACKGROUND KNOWLEDGE
- COLLABORATIVE LEARNING
- QUESTIONING THAT PROMOTES CRITICAL THINKING AND EXTENDED DISCOURSE
- SENTENCE UNPACKING
- CHECKING FOR UNDERSTANDING THROUGH ENGAGEMENT STRATEGIES: QUICK WRITES, GIVE ONE GET ONE, FIST TO 5

5. Assessment Including Methods and/or Tools:

ALL MODES OF LANGUAGE ARE INCLUDED IN TESTING: READING, WRITING, LISTENING, AND SPEAKING. THE GRADING RUBRICS REQUIRE A MORE ADVANCED LEVEL OF FLUENCY (GRAMMAR, SYNTAX, CONTENT) THAN THE RUBRICS FOR THE REGULAR FRENCH 3 COURSE. TO ACHIEVE AN A, THE STUDENT MUST CLEARLY AND EFFICIENTLY TRANSMIT THE MESSAGE BY USING A VARIED AND SOMEWHAT EXTENSIVE VOCABULARY, EFFECTIVELY USING IDIOMATIC EXPRESSIONS, AND USING SOME COMPLEX GRAMMATICAL STRUCTURES. THE CONTENT MUST PROVIDE STRONG AND ORGANIZED LINKS TO THE TOPICS COVERED IN CLASS AND INCLUDE PERSONAL INSIGHT AND OPINIONS. STUDENTS MUST ALSO EFFECTIVELY USE A VARIETY OF THE CONVENTIONS RELATIVE TO THE FORMAT OF THE TEXT. THE EVALUATION OF STUDENT PROGRESS AND EVALUATION WILL BE BASED ON THE FOLLOWING CRITERIA OUTLINED IN BOARD POLICY:

- ASSESSMENTS: 60-75% OF THE FINAL GRADE
- ASSIGNMENTS AND CLASS DISCUSSIONS: 25-40% OF THE FINAL GRADE

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: REVISION OF HEALTH COURSE

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BACKGROUND

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

The primary goal of health education is to improve academic achievement and health literacy for all students in California. Health is being revised to include information and topics required by the 2016 California Healthy Youth Act. This course meets the health education graduation requirement for Chino Valley Unified School District.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of the Health course.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Drive, Chino, CA 91710 Phone: (909) 628-1201 Web Site: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909)628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Health
2. Transcript Title/Abbreviation:	Health
3. Transcript Course Code/Number:	5502
4. Seeking Honors Distinction:	No
5. Subject Area/Category:	Health
6. Grade Level(s):	9-12
7. Unit Value:	5 credits/semester
8. Course Previously Approved by UC:	N/A
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	N/A
11. Repeatable for Credit:	No
12. Date of Board Approval:	February 5, 2009
Date of Revision Approval:	
13. Brief Course Description:	Health education is a continuum of learning experiences that enables students, as individuals and as members of society, to make informed decisions, modify behaviors, and change social conditions in ways that are health enhancing and increase health literacy. The health education standards signify the essential skills and knowledge that all students need to become health literate. The health education standards represent a strong consensus of the essential knowledge and skills that students should know in grades nine through twelve in California's public schools. The focus in the health education standards is on teaching the skills that enable students to make healthy choices and avoid high-risk behaviors.
14. Prerequisites:	None
15. Context for Course:	This course provides students an essential overview to health concepts and fulfills a CVUSD graduation requirement.
16. History of Course Development:	THE MOST RECENT REVISION INCLUDES INFORMATION AND TOPICS REQUIRED BY THE 2016 CALIFORNIA HEALTHY YOUTH ACT (CHYA).
17. Textbooks:	GLENCOE, MCGRAW HILL <i>GLENCOE HEALTH</i> . 2009. HIGH SCHOOL CURRICULUM - CALIFORNIA DEPARTMENT OF EDUCATION, CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, FEDERAL OFFICE OF ADOLESCENT HEALTH, <i>POSITIVE PREVENTION PLUS, SEXUAL HEALTH EDUCATION FOR CALIFORNIA YOUTH</i> , KIM ROBERT CLARK, DRPH, CHRISTINE JANET RIDLEY, RN, MED. 2015
18. Supplemental Instructional Materials:	N/A

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C. COURSE CONTENT

1. Course Purpose:

THE PRIMARY GOAL OF HEALTH EDUCATION IS TO IMPROVE ACADEMIC ACHIEVEMENT AND HEALTH LITERACY FOR ALL STUDENTS IN CALIFORNIA. THIS COURSE MEETS THE HEALTH EDUCATION GRADUATION REQUIREMENT FOR CHINO VALLEY UNIFIED SCHOOL DISTRICT.

2. Course Outline:

Standard 1 – Students understand the effects of alcohol, tobacco, and other drugs on health.

1.1 Objective: Comprehend essential concepts related to enhancing health by avoiding the abuse of alcohol, tobacco, and other drugs.

1.1.1 Performance Indicator: Students will be able to describe health benefits of abstaining from or discontinuing use of alcohol, tobacco, and other drugs.

1.1.2 Performance Indicator: Students will be able to explain the impact of alcohol, tobacco, and other drug use on brain chemistry, functioning, and behavior.

1.1.3 Performance Indicator: Students will be able to explain the impact of alcohol and tobacco use on risk of oral cancer.

1.1.4 Performance Indicator: Students will be able to identify the social and legal implications of using and abusing alcohol, tobacco, and other drugs.

1.1.5 Performance Indicator: Students will be able to examine the use and abuse of prescription and nonprescription medicines and illegal substances.

1.1.6 Performance Indicator: Students will be able to analyze the consequences to the mother and child of using alcohol, tobacco, and other drugs during pregnancy, including fetal alcohol spectrum disorder and other birth defects.

1.1.7 Performance Indicator: Students will be able to analyze consequences of binge drinking and its relationship to cancer, liver, pancreatic, and cardiovascular diseases, as well as a variety of gastrointestinal problems, neurological disorders, and reproductive system disorders.

1.1.8 Performance Indicator: Students will be able to interpret school policies and community laws related to alcohol, tobacco, and illegal drug use, possession, and sales.

1.1.9 Performance Indicator: Students will be able to explain the relationship between alcohol and other drug use on vehicle crashes, injuries, violence, and sexual risk behavior.

1.1.10 Performance Indicator: Students will be able to clarify myths regarding the scope of alcohol, tobacco, and other drug use among adolescents.

1.2 Objective: Demonstrate the ability to analyze internal and external influences of alcohol, tobacco, and other drugs that affect health.

1.2.1 Performance Indicator: Students will be able to evaluate strategies for managing the impact of internal and external influences on alcohol, tobacco, and other drug use.

1.2.2 Performance Indicator: Students will be able to analyze the role of individual, family, community, and cultural norms on the use of alcohol, tobacco, and other drugs.

1.2.3 Performance Indicator: Students will be able to describe financial, political, social, and legal influences regarding alcohol, tobacco, and other drugs.

1.3 Objective: Students will demonstrate the ability to access and analyze health information, products, and services as they relate to alcohol, tobacco, and other drugs.

1.3.1 Performance Indicator: Students will be able to access information, products, and services related to the use of alcohol, tobacco, and other drugs.

1.3.2 Performance Indicator: Students will be able to evaluate alcohol, tobacco, and other drug prevention, intervention, and treatment resources and programs.

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- 1.4 Objective: Demonstrate the ability to use interpersonal communication skills to enhance health and resist pressures to engage in the use of alcohol, tobacco, and other drugs.
- 1.4.1 Performance Indicator: Students will be able to demonstrate assertive communication skills to resist pressure to use alcohol, tobacco, and other drugs.
 - 1.4.2 Performance Indicator: Students will be able to use effective refusal and negotiation skills to avoid riding in a car or engaging in other risky behaviors with someone who has been using alcohol or other drugs.
- 1.5 Objective: Demonstrate the ability to use decision-making skills to enhance health in opposition to the use of alcohol, tobacco, and other drugs.
- 1.5.1 Performance Indicator: Students will be able to use a decision-making process to evaluate how the use of alcohol, tobacco, and other drugs affects individuals, families, and society.
 - 1.5.2 Performance Indicator: Students will be able to examine healthy alternatives to alcohol, tobacco, and other drug use.
- 1.6 Objective: Demonstrate the ability to use goal-setting skills to enhance health in opposition to alcohol, tobacco, and other drug use.
- 1.6.1 Performance Indicator: Students will be able to predict how a drug-free lifestyle will support the achievement of short and long-term goals.
- 1.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote health in opposition to alcohol, tobacco, and other drug use.
- 1.7.1 Performance Indicator: Students will be able to use effective coping strategies when faced with a variety of social situations involving the use of alcohol, tobacco, and other drugs.
- 1.8 Objective: Demonstrate the ability to promote and support personal, family, and community health in opposition to alcohol, tobacco, and other drug use.
- 1.8.1 Performance Indicator: Students will be able to participate in activities that support other individuals in the school and community to make positive health choices regarding the use of alcohol, tobacco, and other drugs.
 - 1.8.2 Performance Indicator: Students will be able to present a persuasive solution to the problem of alcohol, tobacco, and other drug use among youth.

Standard 2 – Students understand growth, development, and sexual health.

- 2.1 Objective: Comprehend essential concepts related to growth, development, and sexual health.
- 2.1.1 Performance Indicator: Students will be able to describe physical, social, and emotional changes associated with being a young adult.
 - 2.1.2 Performance Indicator: Students will be able to explain how conception occurs, the stages of pregnancy, and responsibilities.
 - 2.1.3 Performance Indicator: Students will be able to discuss the characteristics of healthy relationships, dating, committed relationships, and marriage.
 - 2.1.4 Performance Indicator: Students will be able to identify why abstinence is the most effective method for the prevention of HIV/STDs SEXUALLY TRANSMITTED INFECTIONS (STI) and pregnancy.
 - 2.1.5 Performance Indicator: Students will be able to summarize fertilization, fetal development, and childbirth.
 - 2.1.6 Performance Indicator: Students will be able to examine responsible prenatal/perinatal care and parenting, including California's Safe Haven law.
 - 2.1.7 Performance Indicator: Students will be able to describe the short-and long-term effects of HIV/AIDS/STDs STI.
 - 2.1.8 Performance Indicator: Students will be able to analyze the rates of sexually transmitted diseases (STDs) STI among teens.
 - 2.1.9 Performance Indicator: Students will be able to explain laws related to sexual behavior and involvement of minors.

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- 2.1.10 Performance Indicator: Students will be able to recognize that there are individual differences in growth and development, body image, gender roles, and sexual orientation.
- 2.1.11 Performance Indicator: Students will be able to evaluate the benefits to mother, father, and child of teenagers waiting until adulthood to become parents.
- 2.1.12 Performance Indicator: Students will be able to evaluate and compare the effectiveness, safety, success, and failure rates of condoms and all FDA- approved contraceptives for preventing pregnancy and HIV/STDs STI.
- 2.2 Objective: Demonstrate the ability to analyze internal and external influences of growth, development, and sexual health that affect overall health.
 - 2.2.1 Performance Indicator: Students will be able to determine personal, family, school, and community factors that can help reduce the risk of engaging in sexual activity.
 - 2.2.2 Performance Indicator: Students will be able to evaluate how growth and development, relationships, and sexual behaviors are affected by internal and external influences.
 - 2.2.3 Performance Indicator: Students will be able to examine the discrepancy between actual and perceived social norms related to teen sexual involvement.
 - 2.2.4 Performance Indicator: Students will be able to assess situations that could lead to pressure for sexual activity and the risk of HIV/STDs STI and pregnancy.
 - 2.2.5 Performance Indicator: Students will be able to evaluate how culture, media, and other people influence our perceptions about body image, gender roles, sexuality, attractiveness, relationships, and sexual orientation.
- 2.3 Objective: Demonstrate the ability to access and analyze health information, products, and services in relation to growth, development, and sexual health.
 - 2.3.1 Performance Indicator: Students will be able to analyze the validity of health information, products, and services for reproductive and sexual health.
 - 2.3.2 Performance Indicator: Students will be able to identify local resources for reproductive and sexual health, including all FDA-approved contraceptives, HIV/STD STI testing, and medical care.
 - 2.3.3 Performance Indicator: Students will be able to compare the success and failure rates of condoms and all FDA-approved contraceptives in preventing pregnancy and HIV/STDs STI.
 - 2.3.4 Performance Indicator: Students will be able to evaluate laws related to sexual involvement with minors.
- 2.4 Objective: Demonstrate the ability to use interpersonal communication skills to affect relationships.
 - 2.4.1 Performance Indicator: Students will be able to analyze how interpersonal communication affects relationships.
 - 2.4.2 Performance Indicator: Students will be able to use effective verbal and nonverbal communication skills to prevent sexual involvement, pregnancy, and HIV/STDs STI.
 - 2.4.3 Performance Indicator: Students will be able to demonstrate effective communication skills within healthy dating relationships.
- 2.5 Objective: Demonstrate the ability to use decision-making skills to evaluate situations regarding sexual health.
 - 2.5.1 Performance Indicator: Students will be able to use a decision-making process to evaluate the physical, emotional, and social benefits of abstinence, monogamy, and the avoidance of multiple sexual partners.
 - 2.5.2 Performance Indicator: Students will be able to use a decision-making process to examine barriers to making healthy decisions about relationships and sexual health.
 - 2.5.3 Performance Indicator: Students will be able to use a decision-making process to analyze when it is necessary to seek help and/or leave and unhealthy situation.
 - 2.5.4 Performance Indicator: Students will be able to evaluate the risks and consequences associated with sexual activities, including HIV/STDs STI and pregnancy.
 - 2.5.5 Performance Indicator: Students will be able to use a decision-making process to analyze the benefits of respecting individual differences in growth and development, body image, gender roles, and sexual orientation.

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- 2.5.6 Performance Indicator: Students will be able to use a decision-making process to evaluate the social, emotional, physical, and economic impact of teen pregnancy on the child, the teen parent, the family, and society.
- 2.5.7 Performance Indicator: Students will be able to use a decision-making process to evaluate using FDA-approved contraception and condoms for pregnancy and ~~STD~~ STI prevention.
- 2.6 Objective: Demonstrate the ability to use goal-setting skills regarding their sexual health.
- 2.6.1 Performance Indicator: Students will be able to evaluate how HIV/AIDS/~~STDs~~ STI and/or pregnancy could impact life goals.
- 2.6.2 Performance Indicator: Students will be able to identify short- and long- term goals related to abstinence and maintaining reproductive and sexual health, including using FDA- approved contraception and condoms for pregnancy and ~~STD~~ STI prevention.
- 2.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote health in regard to growth, development, and sexual health.
- 2.7.1 Performance Indicator: Students will be able to examine personal actions that can be taken to protect reproductive and sexual health, including one's ability to deliver a healthy baby in adulthood.
- 2.8 Objective: Demonstrate the ability to promote and support personal, family, and community health in relation to growth, development, and sexual health.
- 2.8.1 Performance Indicator: Students will be able to encourage and support safe, respectful, and responsible relationships.
- 2.8.2 Performance Indicator: Students will be able to advocate for respect and dignity of persons living with HIV/AIDS.
- 2.8.3 Performance Indicator: Students will be able to support others in making positive and healthful choices about sexual behavior.
- Standard 3 – Students understand the effects of nutrition and physical activity on health.
- 3.1 Objective: Comprehend essential concepts of nutrition and physical activity as they relate to enhancing health.
- 3.1.1 Performance Indicator: Students will be able to distinguish between facts and myths regarding nutrition practices, products, and physical performance.
- 3.1.2 Performance Indicator: Students will be able to research and discuss the practical use of current research-based guidelines for a nutritionally balanced diet.
- 3.1.3 Performance Indicator: Students will be able to explain the importance of variety and moderation in food selection and consumption.
- 3.1.4 Performance Indicator: Students will be able to describe dietary guidelines, food groups, nutrients, and serving size for healthy eating habits.
- 3.1.5 Performance Indicator: Students will be able to describe the relationship between poor eating habits and chronic diseases such as heart disease, obesity, cancer, diabetes, hypertension, and osteoporosis.
- 3.1.6 Performance Indicator: Students will be able to explain how to keep food safe through proper food purchasing, preparation, and storage practices.
- 3.1.7 Performance Indicator: Students will describe nutrition practices that are important for the health of a pregnant woman and her baby.
- 3.1.8 Performance Indicator: Students will be able to describe the prevalence, causes, and long-term consequences of unhealthy eating.
- 3.1.9 Performance Indicator: Students will be able to analyze the relationship between physical activity and overall health.
- 3.1.10 Performance Indicator: Students will be able to evaluate various approaches to maintaining a healthy weight.

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- 3.1.11 Performance Indicator: Students will be able to identify the cases, symptoms, and harmful effects of eating disorders.
- 3.1.12 Performance Indicator: Students will be able to explain why people with eating disorders need professional help.
- 3.1.13 Performance Indicator: Students will be able to describe the amounts and types of physical activity recommended for teenagers' overall health and maintain to healthy body weight.
- 3.1.14 Performance Indicator: Students will be able to analyze the harmful effects of using diet pills and anabolic steroids.
- 3.1.15 Performance Indicator: Students will be able to explain physical, academic, mental, and social benefits of physical activity and the relationship of a sedentary lifestyle to chronic disease.
- 3.2 Objective: Demonstrate the ability to analyze internal and external influence of nutrition and physical activity that affect health.
 - 3.2.1 Performance Indicator: Students will be able to evaluate internal and external influences that affect food choices.
 - 3.2.2 Performance Indicator: Students will be able to assess personal barriers to healthy eating and physical activity.
 - 3.2.3 Performance Indicator: Students will be able to distinguish between facts and myths regarding nutrition practices, products, and physical performance.
 - 3.2.4 Performance Indicator: Students will be able to examine the impact of nutritional choices on future reproductive and prenatal health.
 - 3.2.5 Performance Indicator: Students will be able to analyze the impact of various influences, including the environment, on eating habits and attitudes toward weight management.
 - 3.2.6 Performance Indicator: Students will be able to examine internal and external influences that affect physical activity.
- 3.3 Objective: Demonstrate the ability to access and analyze health information, products, and services relating to nutrition and physical activity.
 - 3.3.1 Performance Indicator: Students will be able to access sources of accurate information about safe and healthy weight management.
 - 3.3.2 Performance Indicator: Students will be able to evaluate the accuracy of claims about food and dietary supplements.
 - 3.3.3 Performance Indicator: Students will be able to describe how to use nutrition on food labels to compare products.
 - 3.3.4 Performance Indicator: Students will be able to evaluate the accuracy of claims about the safety of fitness products.
 - 3.3.5 Performance Indicator: Students will be able to describe community programs and services that help people get access to affordable healthy foods.
 - 3.3.6 Performance Indicator: Students will be able to examine internal and external influences that affect physical activity.
- 3.4 Objective: Demonstrate the ability to use interpersonal communication skills to enhance nutritional and physical health.
 - 3.4.1 Performance Indicator: Students will be able to analyze positive strategies to communicate healthy eating and physical activity needs at home, school, and in the community.
 - 3.4.2 Performance Indicator: Students will be able to practice how to refuse less nutritious foods in social settings.
- 3.5 Objective: Demonstrate the ability to use decision-making skills to enhance health in relation to nutrition and physical activity.
 - 3.5.1 Performance Indicator: Students will be able to examine how nutritional needs are affected by age, gender, activity level, pregnancy, and health status.

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- 3.5.2 Performance Indicator: Students will be able to use a decision-making process to plan nutritionally adequate meals at home and away from home.
 - 3.5.3 Performance Indicator: Students will be able to demonstrate how to prepare meals and snacks using safe food handling procedures.
 - 3.6 Objective: Demonstrate the ability to use goal-setting skills to enhance health in relation to nutrition and physical activity.
 - 3.6.1 Performance Indicator: Students will be able to assess one's personal nutrition needs and level of physical activity.
 - 3.6.2 Performance Indicator: Students will be able to develop practical solutions to remove barriers to healthy eating and physical activity.
 - 3.6.3 Performance Indicator: Students will be able to create a personal nutrition and physical activity plan based on current guidelines.
 - 3.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote healthy living in relation to nutrition and physical activity.
 - 3.7.1 Performance Indicator: Students will be able to select healthy food and beverages in a variety of settings.
 - 3.7.2 Performance Indicator: Students will be able to critique one's own personal diet for overall balance of key nutrients.
 - 3.7.3 Performance Indicator: Students will be able to identify ways an individual can eat more fruits and vegetables.
 - 3.7.4 Performance Indicator: Students will be able to describe how to take more personal responsibility for eating healthy foods.
 - 3.7.5 Performance Indicator: Students will be able to participate in school and community activities that promote fitness and health.
 - 3.8 Objective: Demonstrate the ability to promote and support personal, family, and community health in relation to nutrition and physical activity.
 - 3.8.1 Performance Indicator: Students will be able to support providing enhanced nutritional options in the school and community.
 - 3.8.2 Performance Indicator: Students will be able to educate family and peers to choose healthy foods.
- Standard 4 – Students will be able to examine, describe, and discuss concepts of mental, emotional, and social health.
- 4.1 Objective: Comprehend essential concepts related to enhancing mental, emotional and social health.
 - 4.1.1 Performance Indicator: Students will be able to examine the benefits of having positive relationships with trusted adults.
 - 4.1.2 Performance Indicator: Students will be able to analyze the qualities of healthy relationships with family and peers.
 - 4.1.3 Performance Indicator: Students will be able to describe healthy ways to express caring, friendship, affection, and love.
 - 4.1.4 Performance Indicator: Students will be able to describe qualities that contribute to a positive self-image.
 - 4.1.5 Performance Indicator: Students will be able to describe how social environments affect health and well-being.
 - 4.1.6 Performance Indicator: Students will be able to describe the importance of recognizing signs of disordered eating and other common mental health conditions.
 - 4.1.7 Performance Indicator: Students will be able to analyze signs of depression and self-destructive behaviors, including potential suicide.
 - 4.1.8 Performance Indicator: Students will be able to explain how witnesses and bystanders can help prevent violence by reporting dangerous situations.
 - 4.1.9 Performance Indicator: Students will be able to classify personal stressors at home, in school, and with peers.
 - 4.1.10 Performance Indicator: Students will be able to identify warning signs for suicide.

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- 4.1.11 Performance Indicator: Students will be able to identify loss and grief.
- 4.2 Objective: Demonstrate the ability to analyze internal and external influences that affect health.
 - 4.2.1 Performance Indicator: Students will be able to examine the internal and external issues related to seeking mental health assistance.
- 4.3 Objective: Demonstrate the ability to access and analyze health information, products, and services in relation to mental, emotional, and social health.
 - 4.3.1 Performance Indicator: Students will be able to access school and community resources to help with mental, emotional, and social health concerns.
 - 4.3.2 Performance Indicator: Students will be able to evaluate the benefits of professional services for people with mental, emotional, or social health conditions.
- 4.4 Objective: Demonstrate the ability to use interpersonal communication skills to enhance mental, emotional, and social health.
 - 4.4.1 Performance Indicator: Students will be able to seek help from trusted adults for self or a friend with an emotional or social health problem.
 - 4.4.2 Performance Indicator: Students will be able to discuss healthful ways to respond when you or someone you know is grieving.
- 4.5 Objective: Demonstrate the ability to use decision-making skills to enhance mental, emotional, and social health.
 - 4.5.1 Performance Indicator: Students will be able to monitor personal stressors and assess techniques for managing them.
 - 4.5.2 Performance Indicator: Students will be able to compare various coping mechanisms for managing stress.
 - 4.5.3 Performance Indicator: Students will be able to analyze situations when it is important to seek help with stress, loss, unrealistic body image, and depression.
- 4.6 Objective: Demonstrate the ability to use goal-setting skills to enhance health.
 - 4.6.1 Performance Indicator: Students will be able to evaluate how preventing and managing stress and getting help for mental and social problems help achieve short and long-term goals.
 - 4.6.2 Performance Indicator: Students will be able to set a goal to reduce life stressors in a health-enhancing way.
- 4.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote mental, emotional, and social health.
 - 4.7.1 Performance Indicator: Students will be able to self-assess personal patterns in response to stress and use of resources.
 - 4.7.2 Performance Indicator: Students will be able to practice effective coping mechanisms and strategies for managing stress.
 - 4.7.3 Performance Indicator: Students will be able to discuss suicide prevention strategies.
 - 4.7.4 Performance Indicator: Students will be able to practice respect for individual differences and diverse backgrounds.
 - 4.7.5 Performance Indicator: Students will be able to participate in clubs, organizations, and activities in the school and community that offer opportunities for student and family involvement.
 - 4.7.6 Performance Indicator: Students will be able to practice personal boundaries in a variety of situations.
- 4.8 Objective: Demonstrate the ability to promote and support personal, family, and community health as it relates to mental, emotional, and social health.
 - 4.8.1 Performance Indicator: Students will be able to support the needs and rights of others regarding mental and social health.
 - 4.8.2 Performance Indicator: Students will be able to promote a positive and respectful environment at school and in the community.
 - 4.8.3 Performance Indicator: Students will be able to object appropriately to teasing of peers and community members based on perceived personal characteristics.

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Standard 5 – Students understand the value of personal and community health.

5.1 Objective: Comprehend essential concepts related to enhancing personal and community health.

- 5.1.1 Performance Indicator: Students will be able to examine the value for teenagers in actively managing their personal health behaviors (e.g., adequate sleep, ergonomics, and self-examination).
- 5.1.2 Performance Indicator: Students will be able to evaluate the importance of routine medical and dental check-ups, vaccinations, and examinations.
- 5.1.3 Performance Indicator: Students will be able to identify symptoms that should prompt individuals to seek health care.
- 5.1.4 Performance Indicator: Students will be able to identify types of pathogens that cause disease.
- 5.1.5 Performance Indicator: Students will be able to investigate the causes and symptoms of communicable and noncommunicable diseases.
- 5.1.6 Performance Indicator: Students will be able to describe the dangers of exposure to ultraviolet (UV) light, lead, asbestos, pesticides, and unclean air and water; and discuss strategies for avoiding exposure.
- 5.1.7 Performance Indicator: Students will be able to identify symptoms that indicate a need for an ear, eye, or dental exam.
- 5.1.8 Performance Indicator: Students will be able to examine common types and symptoms of cancer.
- 5.1.9 Performance Indicator: Students will be able to identify the importance of medical screenings, including melanoma, breast and testicular examinations, and testing necessary to maintain reproductive health.
- 5.1.10 Performance Indicator: Students will be able to explain how public health policies and government regulations influence health promotion and disease prevention.
- 5.1.11 Performance Indicator: Students will be able to examine ways to prevent and manage asthma.
- 5.1.12 Performance Indicator: Students will be able to identify global environmental issues.
- 5.1.13 Performance Indicator: Students will be able to describe the impact of air and water pollution on health.
- 5.1.14 Performance Indicator: Students will be able to identify ways to reduce pollution and harmful effects to health by using alternative methods of transportation.

5.2 Objective: Demonstrate the ability to analyze internal and external influences that affect personal and community health.

- 5.2.1 Performance Indicator: Students will be able to discuss influences that affect positive health practices.
- 5.2.2 Performance Indicator: Students will be able to evaluate influences on the selection of personal healthcare products and services.
- 5.2.3 Performance Indicator: Students will be able to analyze how environmental conditions affect personal and community health.
- 5.2.4 Performance Indicator: Students will be able to discuss ways to stay informed about environmental issues.
- 5.2.5 Performance Indicator: Students will be able to analyze the social influences that encourage or discourage a person to practice sun safety.
- 5.2.6 Performance Indicator: Students will be able to evaluate the benefits of informed health choices.
- 5.2.7 Performance Indicator: Students will be able to evaluate the need for sleep, rest, and exercise.

5.3 Objective: Demonstrate the ability to access and analyze health information, products, and services pertaining to personal and community health.

- 5.3.1 Performance Indicator: Students will be able to access valid information about personal health products and services in the community.
- 5.3.2 Performance Indicator: Students will be able to access valid information about common diseases.
- 5.3.3 Performance Indicator: Students will be able to evaluate current research about the health consequences of poor environmental conditions.
- 5.3.4 Performance Indicator: Students will be able to identify government and community agencies that promote health and protect the environment.

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- 5.3.5 Performance Indicator: Students will be able to assess ways to be a responsible consumer of health products and services.
- 5.4 Objective: Demonstrate the ability to use interpersonal communication skills to enhance personal and community health.
- 5.4.1 Performance Indicator: Students will be able to use effective communication skills to ask for assistance from parents, guardians, medical or mental health care professionals to enhance health.
- 5.5 Objective: Demonstrate the ability to use decision-making skills to enhance personal and community health.
- 5.5.1 Performance Indicator: Students will be able to apply a decision-making process to a personal health issue or problem.
- 5.5.2 Performance Indicator: Students will be able to explain how decisions regarding health behaviors have consequences on self and others.
- 5.5.3 Performance Indicator: Students will be able to apply a decision-making process to a community or environmental health issue.
- 5.5.4 Performance Indicator: Students will be able to analyze how using alcohol, tobacco, and other drugs influences health and other behaviors.
- 5.5.5 Performance Indicator: Students will be able to analyze the possible consequences of risky hygienic and health behaviors and fads (e.g., tattooing, piercing of body or mouth, sun exposure, and sound volume).
- 5.6 Objective: Demonstrate the ability to use decision-making skills to enhance personal and community health.
- 5.6.1 Performance Indicator: Students will be able to develop a plan of preventive health management.
- 5.6.2 Performance Indicator: Students will be able to develop a plan of preventive dental health management.
- 5.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote personal and community health.
- 5.7.1 Performance Indicator: Students will be able to analyze environmental barriers to adopting positive personal health practices and strategies for overcoming these barriers.
- 5.7.2 Performance Indicator: Students will be able to execute a plan for maintaining good personal hygiene, oral hygiene and getting adequate sleep and rest.
- 5.7.3 Performance Indicator: Students will be able to demonstrate the proper steps to protect against harm from the sun.
- 5.7.4 Performance Indicator: Students will be able to describe steps involved in breast or testicular self-exams.
- 5.8 Objective: Demonstrate the ability to promote and support personal, family, and community health.
- 5.8.1 Performance Indicator: Students will be able to support personal or consumer health issues that promote community wellness.
- 5.8.2 Performance Indicator: Students will be able to encourage societal and environmental conditions that benefit health.
- Standard 6 – Students will understand concepts and skills behind injury prevention and safety.
- 6.1 Objective: Comprehend essential concepts related to enhancing health in relation to injury prevention and safety.
- 6.1.1 Performance Indicator: Students will be able to discuss ways to reduce risk of injuries during sporting and social activities.
- 6.1.2 Performance Indicator: Students will be able to recognize potentially harmful or abusive relationships, including dangerous dating situations.
- 6.1.3 Performance Indicator: Students will be able to analyze emergency preparedness plans for the home, school, and community.
- 6.1.4 Performance Indicator: Students will be able to examine ways to reduce risk of injuries while traveling to and from school and in the community, including reckless driving.
- 6.1.5 Performance Indicator: Students will be able to describe rules and laws intended to prevent injuries.

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- 6.1.6 Performance Indicator: Students will be able to evaluate the risks and responsibilities regarding teen driving and auto accidents.
- 6.1.7 Performance Indicator: Students will be able to discuss the characteristics of gang members.
- 6.1.8 Performance Indicator: Students will be able to describe California laws regarding bullying, sexual violence, and sexual harassment.
- 6.1.9 Performance Indicator: Students will be able to explain the effects of violence on individuals, families, and communities.
- 6.1.10 Performance Indicator: Students will be able to describe procedures for emergency care and lifesaving, including CPR, first aid, and control of bleeding.
- 6.1.11 Performance Indicator: Students will be able to identify ways to stay safe during natural disasters and emergency situations (e.g., landslide, flood, earthquake, wildfire, electrical storm, winter storm, and terrorist attack).
- 6.1.12 Performance Indicator: Students will be able to identify ways to prevent situations that might harm vision, hearing, and dental health.
- 6.2 Objective: Demonstrate the ability to analyze internal and external influences that affect injury prevention and safety.
 - 6.2.1 Performance Indicator: Students will be able to analyze internal and external influences on personal, family, and community safety.
 - 6.2.2 Performance Indicator: Students will be able to analyze the influence of alcohol and other drug use on personal, family and community safety.
 - 6.2.3 Performance Indicator: Students will be able to explain how one's behavior, when an occupant of a vehicle, influences the behavior of others.
 - 6.2.4 Performance Indicator: Students will be able to analyze reasons why it is risky to belong to a gang.
- 6.3 Objective: Demonstrate the ability to access and analyze injury prevention and safety information, products, and services.
 - 6.3.1 Performance Indicator: Students will be able to analyze sources of information and services about safety and violence prevention.
 - 6.3.2 Performance Indicator: Students will be able to examine community resources for disaster preparedness.
- 6.4 Objective: Demonstrate the ability to use interpersonal communication skills to enhance injury prevention and safety.
 - 6.4.1 Performance Indicator: Students will be able to demonstrate effective negotiation skills to avoid dangerous and risky situations.
 - 6.4.2 Performance Indicator: Students will be able to use effective communication skills for preventing and reporting sexual assault and molestation.
- 6.5 Objective: Demonstrate the ability to use decision-making skills to enhance injury prevention and safety.
 - 6.5.1 Performance Indicator: Students will be able to apply a decision-making process to avoid potentially dangerous situations.
 - 6.5.2 Performance Indicator: Students will be able to examine the laws and detrimental effects of sexual harassment.
 - 6.5.3 Performance Indicator: Students will be able to analyze the consequences of gang involvement to self, family, and community.
 - 6.5.4 Performance Indicator: Students will be able to analyze the consequences of violence to self, family, and community.
- 6.6 Objective: Demonstrate the ability to use goal-setting skills to enhance injury prevention and safety.
 - 6.6.1 Performance Indicator: Students will be able to develop a plan to prevent injuries during emergencies and disasters.

Chino Valley Unified School District

High School Course Description

- 6.7 Objective: Demonstrate the ability to practice behaviors that reduce risk and promote injury prevention and safety.
- 6.7.1 Performance Indicator: Students will be able to practice injury prevention during sporting, social, and motor vehicle-related activities.
 - 6.7.2 Performance Indicator: Students will be able to demonstrate conflict resolution skills to avoid potentially violent situations.
 - 6.7.3 Performance Indicator: Students will be able to demonstrate first aid and CPR procedures.
 - 6.7.4 Performance Indicator: Students will be able to apply strategies to avoid and report dangerous situations, including conflicts involving weapons and gangs.
 - 6.7.5 Performance Indicator: Students will be able to assess characteristics of harmful or abusive in relationships.
- 6.8 Objective: Demonstrate the ability to promote and support personal, family, and community health.
- 6.8.1 Performance Indicator: Students will be able to identify and support changes in the home, school, or community that promote safety.
 - 6.8.2 Performance Indicator: Students will be able to encourage peers to use safety equipment during physical activity.
 - 6.8.3 Performance Indicator: Students will be able to encourage actions to promote safe driving experiences.

3. Key Assignments:

4. Instructional Methods and/or Strategies:

- FOUR CORNERS DISCUSSIONS (AGREE, STRONGLY AGREE, DISAGREE, STRONGLY DISAGREE)
- DATA INTERPRETATION AND PREDICTIONS
- JIG SAW RESEARCH PROJECTS
- COMPUTER BASED RESEARCH PROJECTS: INDIVIDUAL STUDENTS OR GROUPS RESEARCH
- EVIDENCE BASED DATA INTERPRETATION (CLAIM, EVIDENCE, AND REASONING WRITING FROM LABS OR RESEARCH PROJECTS)
- STUDENT CENTERED AND CREATED ACTIVITIES
- SCIENTIFIC ARTICLE READING, ANNOTATION AND/OR CLASS REPORT/PRESENTATION
- USING CER (CLAIMS, EVIDENCE, AND REASONING) GRAPHIC ORGANIZER
- PROJECT BASED LEARNING
- ARGUMENT DRIVEN INSTRUCTION
- "5 E" LESSONS (ENGAGE, EXPLORE, EXPLAIN, ELABORATE, AND EVALUATE)

5. Assessment Including Methods and/or Tools:

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 20, 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: REVISION OF MANDARIN 3 HONORS COURSE

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BACKGROUND

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

Mandarin 3 Honors is a year-long, World Language elective course aligned with the five goal areas specified by the National World Language Standards. This course revision reflects the addition of the most recent California’s World Language Standards for grades K-12, the District’s new template for course descriptions, as well submission to the University of California A-G Course Management Portal for honors consideration. This course meets the UC/CSU ‘e’ requirement, Level 3 Language Other Than English.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of the Mandarin 3 Honors course.

FISCAL IMPACT

None.

NE:GP:JAR:lar

Chino Valley Unified School District

High School Course Description

A. CONTACTS	
1. School/District Information:	School/District: Chino Valley Unified School District Street Address: 5130 Riverside Dr., Chino, CA 91710 Phone: (909) 628-1201 Web Site: chino.k12.ca.us
2. Course Contact:	Teacher Contact: Office of Secondary Curriculum Position/Title: Director of Secondary Curriculum Site: District Office Phone: (909) 628-1201 X1630
B. COVER PAGE - COURSE ID	
1. Course Title:	Mandarin Chinese 3 Honors
2. Transcript Title/Abbreviation:	Mandarin 3 H
3. Transcript Course Code/Number:	5909
4. Seeking Honors Distinction:	YES
5. Subject Area/Category:	MEETS UC/CSU 'E' REQUIREMENT LANGUAGE OTHER THAN ENGLISH (LOTE) LEVEL 3 –Meets the “e” requirements
6. Grade Level(s):	9-12
7. Unit Value:	10 credits/5 credits per semester
8. Course Previously Approved by UC:	Yes
9. Classified as a Career Technical Education Course:	No
10. Modeled after an UC-approved course:	YES
11. Repeatable for Credit:	No
12. Date of Board Approval:	November 21, 2002
Date of Revision Approval:	
13. Brief Course Description:	<p>THE STANDARDS FOR FOREIGN LANGUAGE ARE ALIGNED WITH THE FIVE GOAL AREAS SPECIFIED BY THE NATIONAL FOREIGN LANGUAGE STANDARDS AS FOLLOWS: COMMUNICATION, CULTURES, CONNECTIONS, COMPARISONS, AND COMMUNITIES. THERE IS A TOTAL OF ELEVEN (11) STANDARDS. THESE STANDARDS ARE GENERAL IN NATURE AND APPLY TO ALL LEVELS OF FOREIGN LANGUAGE INSTRUCTION. FOR EACH OF THE ELEVEN STANDARDS, THERE ARE SPECIFIC OBJECTIVES THAT DEFINE WHAT STUDENTS SHOULD KNOW AND CAN DO UPON COMPLETION OF A PARTICULAR LEVEL OF INSTRUCTION. IN ADDITION, PERFORMANCE INDICATORS, OR EXAMPLES OF STUDENT PERFORMANCE AND APPROPRIATE CLASSROOM ACTIVITIES, ARE PROVIDED FOR MANY OF THE OBJECTIVES.</p> <p>The curriculum included in this document is generic to the modern languages. The modern language standards are meant to be inclusive of all languages and are not written for any specific language, however, all languages are different and have different vocabulary, syntactic structures, sound systems, writing systems, and represent different cultures. The standards for foreign language are aligned with the five goal areas specified by the National Foreign Language Standards as follows: communication, cultures, connections, comparisons, and communities. There are a total of eleven (11) standards. These standards are general in nature and apply to all levels of foreign language instruction. For each of the eleven standards, there are specific objectives that define what students should know and be able to do upon completion of a particular level of instruction. In addition, performance indicators, or examples of student performance and appropriate classroom activities, are provided for many of the objectives.</p>
14. Prerequisites:	CHINESE MANDARIN 2; OR CHINESE MANDARIN 2H; AND/OR TEACHER RECOMMENDATION

Chino Valley Unified School District

High School Course Description

	Successful completion of Foreign Language 2 or teacher recommendation
<p>15. Context for Course: MANDARIN CHINESE 3 HONORS IS DESIGNED TO CONTINUE DEVELOPING VOCABULARY, DEEPENING THE UNDERSTANDING OF WORD FORMATION AND SENTENCE STRUCTURE OF THE CHINESE LANGUAGE AND BRING THE STUDENTS AN OPPORTUNITY TO REFINE THEIR FOUR LANGUAGE PROFICIENCY SKILLS: LISTENING, SPEAKING, READING AND WRITING IN THE INTERMEDIATE TO ADVANCED-LEVEL RANGE ACROSS THE THREE COMMUNICATIVE MODES (INTERPERSONAL, INTERPRETIVE, AND PRESENTATIONAL) AND THE FIVE C'S (COMMUNICATION, CULTURES, CONNECTIONS, COMPARISONS AND COMMUNITIES) AS DEFINED IN THE STANDARDS FOR FOREIGN LANGUAGE LEARNING IN THE 21ST CENTURY. ESSENTIAL GRAMMAR IS REVIEWED AND DEFINED FOR ADVANCED PROFICIENCY IN THE LANGUAGE. THIS COURSE PROVIDES THE STUDENTS AN OPPORTUNITY TO IMMERSE IN THE RICHNESS OF CHINESE LANGUAGE AND CULTURE BY COMPARING CHINESE-SPEAKING CULTURES WITH HIS/HER OWN CULTURE AND PRESENTING SELECTIONS FROM A VARIETY OF LITERATURE AND MEDIA. STUDENTS ARE REQUIRED TO SPEAK IN CHINESE AS MUCH AS POSSIBLE TO INCREASE THEIR CONFIDENCE IN APPLYING TARGET LANGUAGE AT HOME, AT SCHOOL, AND IN THE COMMUNITY.</p> <p>A key element to success in our current world is the ability to speak other peoples' languages and to function with people from other cultures. In our own state alone, proficiency in languages in addition to English is critical simply as a means for communicating with one another.</p>	
<p>16. History of Course Development: This course is being revised to reflect the rigor necessary for UC/CSU honors distinction as well as the District's most recent template for course descriptions.</p>	
<p>17. Textbooks:</p>	<p>FANG, TIFFANY. <i>ZHĒN BÀNG!</i> EMC PUBLISHING, ST. PAUL, 2013.</p>
<p>18. Supplemental Instructional Materials:</p>	<p>INTEGRATED CHINESE, LEVEL 2 PART 1 TEXTBOOK/WORKBOOK, 3RD EDITION (SIMPLIFIED AND TRADITIONAL) HARDCOVER BY CHENG AND TSUI COMPANY (BOSTON) INTEGRATED CHINESE, LEVEL 2 PART 1 AUDIO CDS INCLUDING BUT NOT LIMITED TO: NEWSPAPERS, PERIODICALS, VIDEOS, CD-ROMS CHINESE LANGUAGE AND CULTURE: AN INTERMEDIATE READER. HUANG, WEIJIA. AND AO, QUN. HONG KONG: THE CHINESE UNIVERSITY PRESS. 2002 FAR EAST CHINESE CULTURE (BY THE FAR EAST BOOK CO., LTD.) HAPPY READING I, II, III (BY PEKING UNIVERSITY PRESS)</p>
<p>C. COURSE CONTENT</p>	
<p>1. Course Purpose: STUDENTS CONTINUE TO DEVELOP THEIR PROFICIENCY LEVEL IN THE FOLLOWING AREAS: SPEAKING:</p> <ul style="list-style-type: none"> • ENGAGE IN EVERYDAY CONVERSATIONS IN A CULTURALLY APPROPRIATE MANNER ON A VARIETY OF TOPICS (INTERPERSONAL) EXPRESS FEELINGS AND EMOTIONS (INTERPRETIVE) • PROVIDE AND OBTAIN INFORMATION AND EXCHANGE OPINIONS ON A VARIETY OF TOPICS (INTERPERSONAL) • PRESENT INFORMATION, CONCEPTS, CULTURAL UNDERSTANDING, AND IDEAS TO AN AUDIENCE OF LISTENERS OR READERS ON A VARIETY OF TOPICS (PRESENTATIONAL) • DEMONSTRATE THE UNDERSTANDING OF THE RELATIONSHIP BETWEEN THE PERSPECTIVES AND PRODUCTS OF THE CULTURE STUDIED (PRESENTATIONAL) 	

Chino Valley Unified School District

High School Course Description

LISTENING:

- EXTRACT INFORMATION AND UNDERSTAND THE DETAILS OF A SPEAKER OR A TEXT (INTERPRETIVE)
- UNDERSTAND AN EXPRESSED OPINION ON SOCIAL AND CULTURAL ISSUES (INTERPRETIVE)

READING:

- DEMONSTRATE THE UNDERSTANDING OF READING COMPREHENSION PASSAGES AND/OR AUTHENTIC OR SEMI-AUTHENTIC WRITTEN MATERIALS, SUCH AS TEXT, GRAPHS, ADVERTISEMENTS, AND SIGNS (INTERPRETIVE)
- FURTHER RECOGNIZE THEME RELATED CHARACTERS TO SUPPORT THE UNDERSTANDING AND ANALYSIS OF THE CONTEXT (INTERPRETIVE)
- DEMONSTRATE THE UNDERSTANDING OF THE TEXT AT VARIED LEVELS OF SENTENCE COMPLEXITY (INTERPRETIVE)
- PRESENT THE COMPARISON AND CONTRAST ON SIMILARITIES AND DIFFERENCES BETWEEN LANGUAGES LITERALLY AND CULTURALLY

WRITING:

- EXCHANGE INFORMATION AND CREATE EXTENDED DISCOURSE (CONVERSATIONAL) ON VARIED TOPICS (INTERPERSONAL)
- WRITE AND TYPE THE CHARACTERS IN TARGET LANGUAGE PROFICIENTLY AND ACCURATELY IN AN APPROPRIATE MANNER (INTERPRETIVE)
- SUMMARIZE OR RETELL THE STORY OR THE READING COMPREHENSION IN THEIR OWN WORDS (INTERPRETIVE AND INTERPERSONAL)
- WRITE 3-PARAGRAPH ESSAY (PERSONAL NARRATIVE) INCLUDING BEGINNING (SETTING), BODY, AND CONCLUSION (INTERPRETIVE)

WRITE LETTERS AND/OR NOTES IN VARIED TYPES OF FORMAT SUCH AS PEN-PAL LETTER, INVITATION LETTER, SICK LEAVE NOTE, POSTCARDS (INTERPERSONAL)

2. Course Outline:

FOR EVERY UNIT, THERE WILL BE CHARACTER RECOGNITION AND WRITING, GRAMMAR DRILLING, READING COMPREHENSION AND TEXT Q & A, AND CHECKING FOR UNDERSTANDING (CFU). TYPING CHINESE WILL BE REQUIRED IN CHINESE 3 HONORS IN ORDER TO HELP PREPARE STUDENTS FOR AP CHINESE; THEREFORE, WRITING ASSIGNMENTS WILL BE ALTERNATED BETWEEN HANDWRITING AND TYPING.

FIRST SEMESTER

1. STARTING SCHOOL

- EXPLAIN HOW TO WRITE CHINESE NAMES
- DESCRIBE WHERE YOU WERE BORN AND GREW UP
- DISCUSS THE PROS AND CONS OF LIVING ON AND OFF CAMPUS (POST-SECONDARY PLANNING)
- EXPRESS POLITELY A DISSENTING OPINION

CULTURE HIGHLIGHTS

- THE WAY OF PEOPLE TALKING ABOUT THE ORIGINS OF THEIR NAMES
- THE HOUSING OF COLLEGE STUDENTS IN CHINA
- SERVICES FOR FIRST-YEAR COLLEGE STUDENTS
- HOUSING ADVERTISEMENTS ON STREET

LITERATURE READING

- THE FOUR CHINESE TREASURES OF THE STUDY 文房四宝.
- TRADITIONAL CHINESE SEAL 中国印章
- FAR EAST CHINESE CULTURE (BY THE FAR EAST BOOK CO., LTD.)

2. SPORTS

- NAME SOME POPULAR SPORTS
- TALK ABOUT YOUR EXERCISE HABITS

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High School Course Description

- DISCUSS YOUR FEELINGS ABOUT VARIOUS SPORTS
- DISCUSS YOUR FEELINGS ABOUT VARIOUS SPORTS
- SIMPLE COMPARISON BETWEEN HOW SOCCER AND AMERICAN FOOTBALL ARE PLAYED

CULTURE HIGHLIGHTS

- THE “FOOTBALL” GAME IN CHINA
- TAI CHI BOXING
- TELEVISION SYSTEM IN CHINA
- SUPPLEMENTAL FOLK STORIES ABOUT TAI CHI AND SPORTS NEWS CLIPS

LITERATURE READING

- READ A NEWSPAPER ARTICLE: “YAO MING – A NEW IDOL FOR AN ERA” 姚明—一个时代的新偶像 BY WANG JINGYU

3. AT A RESTAURANT

- NAME FOUR PRINCIPAL REGIONAL CHINESE CUISINES
- ORDER FOOD AND DRINKS
- TALK ABOUT WHAT FLAVORS YOU LIKE OR DISLIKE
- MAKE YOUR DIETARY RESTRICTIONS OR PREFERENCES KNOWN

CULTURE HIGHLIGHTS

- SETTLING A BILL AND TIPPING IN CHINESE RESTAURANTS
- PRIVATE BANQUET ROOMS IN RESTAURANTS IN CHINA
- BASIC CHINESE COOKING TECHNIQUES
- MAJOR CULINARY STYLES IN CHINA
- SUPPLEMENTAL FOLK STORIES AND NEWS CLIPS

LITERATURE READING:

- PEACH/LING-LIFE NOODLES 过生日为什么要吃寿桃/生日面 (FAR EAST CHINESE CULTURE (FAR EAST BOOK CO., LTD.)
- 2. READ A CHAPTER OF CHINESE NOVEL “茶馆” BY 老舍 AND WRITE AN ESSAY TO TELL THE STORY

4. SHOPPING

- NAME BASIC CLOTHING, BEDDING, AND BATH ITEMS
- DESCRIBE YOUR SHOPPING PREFERENCES AND CRITERIA
- DISAGREE WITH OTHERS TACTFULLY
- PRESENT YOUR ARGUMENTS WITH RHETORICAL QUESTIONS

CULTURE HIGHLIGHTS

- KNOWING WHEN TO BARGAIN
- CASH, CREDIT CARD, OR PERSONAL CHECK
- SUPPLEMENTAL LOCAL MARKET NEWS CLIPS

LITERATURE READING

- CHINESE SILK (HAPPY READING I, II, III (BY PEKING UNIVERSITY PRESS)

SECOND SEMESTER

5. SEEING A DOCTOR

- TALK ABOUT BASIC SYMPTOMS OF A COLD
- DESCRIBE COMMON SYMPTOMS OF ALLERGIES
- UNDERSTAND AND REPEAT INSTRUCTIONS ON WHEN AND HOW OFTEN TO TAKE MEDICATIONS
- TALK ABOUT WHY YOU DO OR DON'T WANT TO SEE THE DOCTOR; URGE OTHERS TO SEE A DOCTOR WHEN THEY ARE NOT FEELING WELL
- WRITE A COMPLETE STORY ACCORDING TO YOUR EXPERIENCE OF SEEING A DOCTOR

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LITERATURE READING

- READ CHINESE IDIOM STORY “HUI JI JI YI” (讳疾忌医)

6. LIFE AND WELLNESS

- TALK ABOUT YOUR EXERCISE ROUTINE
- OUTLINE SOME HEALTHY EATING HABITS
- DESCRIBE HABITS THAT COULD MAKE YOU AGE PREMATURELY OR HARM YOUR HEALTH

CULTURE HIGHLIGHTS

- HOUSING IN BEIJING
- SMOKING IN CHINA
- MORNING EXERCISES IN CHINESE CITIES

IN YOUR OWN CULTURE/COMMUNITY

- DO MANY PEOPLE EXERCISE IN THE MORNING IN PARKS?
- DO PEOPLE GO TO THE GYM TO EXERCISE?
- ARE PEOPLE CONSCIENTIOUS ABOUT HEALTH AND FITNESS?
- ARE MANY PEOPLE CONCERNED ABOUT THEIR WEIGHT?

7. TRAVEL

- TALK ABOUT YOUR PLANS FOR SUMMER VACATION
- DESCRIBE WHAT KIND OF CITY BEIJING IS
- DESCRIBE YOUR TRAVEL ITINERARY
- ASK FOR DISCOUNTS, COMPARE AIRFARES AND ROUTES, AND BOOK AN AIRPLANE TICKET
- ASK ABOUT SEAT ASSIGNMENTS AND REQUEST MEAL ACCOMMODATIONS BASED ON YOUR DIETARY RESTRICTIONS OR PREFERENCES

CULTURE HIGHLIGHTS

- THREE TRAVEL AGENCY GROUPS IN CHINA
- RAILROAD SERVICE IN CHINA
- THE BUSIEST TRAVEL SEASON NEWS CLIPS

LITERATURE READING

- THE GREAT WALL-THE STORY OF MENJIANGNU 孟姜女的传说; (2.)
- TERRA-COTTA WARRIORS AND HORSES.秦始皇兵马俑 (HAPPY READING I, II, III (PEKING UNIVERSITY PRESS))

Stages of Learning—For each level of instruction, stages of learning are indicated. There are three stages of learning: *beginning*, *developing*, and *expanding*. The learning stages represent a continuum of development, reflecting the diversity and idiosyncratic nature of individual student learning, as opposed to levels of instruction, defined by years or semesters of classroom instruction. Each learning stage may require more than one level of instruction, depending on various factors such as student ability, classroom instruction, diversity of scheduling, and other variables affecting student learning. The *beginning* stage commences in Level I and may carry over into Level II. The *developing* stage may begin in Level II and generally includes Level III, perhaps extending into Level IV. The *expanding* stage will usually incorporate instruction initiated in Level IV and possibly continue through Level VI.

Beginning Stage—Students can communicate with memorized phrases and words. Expressing basic wants and needs is accomplished with simple statements such as “I would like to go to the movies.”

Developing Stage—Students are not only able to express basic wants and needs, but can also elaborate on them. For example, “I would like to go to the movies, but I don’t have any money because I spent it all on CDs yesterday.”

Expanding Stage—Students are able to communicate in more complex and involved situations, can respond to problems, and can resolve those problems using the foreign language. For example, “I would like to go to the movies, but I don’t have any money. Could you loan me some money and I’ll pay you back when I have the chance.”

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High School Course Description

Developing and Expanding Learning Stages — Communication

Standard 1— Students engage in conversation, provide and obtain information, express feelings and emotions, and exchange opinions. (Interpersonal)

1.1 Objective: Ask and respond to factual and interpretive questions.

1.2 Objective: Interact in complex social situations.

1.2.1 Performance Indicator: Students will role-play a conversation at a party by asking and answering questions on dating, sports, family, etc.

1.3 Objective: Express and support opinions.

1.3.1 Performance Indicator: Students will share opinions with classmates on familiar topics of interest, e.g., films, musical groups, athletic teams.

1.4 Objective: Express judgments.

1.5 Objective: Paraphrase or restate what has been said.

1.5.1 Performance Indicator: Students will describe the weather in different regions where the foreign language is spoken and compare it to students' own regional weather, making reference to a weather map from the foreign culture.

1.6 Objective: Describe problems and possible solutions.

1.6.1 Performance Indicator: Students will solve a predicament (e.g., a lost piece of clothing, a need for medication, a flat tire, etc.) by identifying the problem, discussing, and proposing possible solutions.

Standard 2— Students understand and interpret written and spoken language on a variety of topics. (Interpretive)

2.1 Objective: Understand selected authentic written and oral materials on topics of personal interest.

2.2 Objective: Comprehend main ideas of unfamiliar written and oral language with limited visual support.

2.2.1 Performance Indicator: Students will demonstrate understanding of an authentic hotel guide by matching particular hotels to written descriptions of specific travelers' needs.

2.2.2 Performance Indicator: Students will demonstrate understanding of foreign cultural travel ads by identifying destination, price, departure/arrival times, and intermediate stops of the trip.

2.2.3 Performance Indicator: Students will demonstrate understanding of authentic catalogue order forms or job application forms by appropriately filling them out.

2.3 Objective: Comprehend and respond to formal written communication, e.g., business, official documents, etc.

2.4 Objective: Demonstrate comprehension of particular literary selections.

Standard 3— Students present information, concepts, and ideas to an audience of listeners or readers on a variety of topics. (Presentational)

3.1 Objective: Write short well-organized compositions on given topics.

3.2 Objective: Produce and/or present elaborate creative works.

3.2.1 Performance Indicator: Students will create short written pieces such as children's "books" or travel brochures.

3.3 Objective: Write personal letters using culturally appropriate format and style.

3.3.1 Performance Indicator: Students will write a letter to an advice column explaining a personal problem and requesting help in solving it.

3.4 Objective: Give oral reports on a variety of topics.

3.4.1 Performance Indicator: Students will select a famous tourist attraction in the foreign culture and describe (orally or in writing) certain aspects of the attraction, e.g., history, architecture, current relevance, etc.

Cultures

Standard 4— Students demonstrate an understanding of the relationship between the practices and perspectives of the culture studies.

4.1 Objective: Identify differences in cultural practices among same-language cultures.

4.1.1 Performance Indicator: Students will list cultural similarities and differences observed in a film or a literary work from the foreign culture, e.g., family roles and relationships, methods of conflict resolution, use of leisure time.

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High School Course Description

- 4.2 Objective: Recognize sociolinguistic features of the foreign culture, e.g., conversational distance, gestures, facial expressions, meaningful sounds which are not themselves words (paralanguage).
- 4.3 Objective: Interpret the cultural connotations of common words, phrases, and idioms.
- 4.4 Objective: Discuss unfounded generalizations and stereotypes.
- 4.5 Objective: Discuss social and geographic factors that affect cultural practices.
- 4.5.1 Performance Indicator: Students will list ways in which geographical — features have affected culture, e.g., the development of winter sports in the mountains, eating more seafood along the coast, etc.
- 4.5.2 Performance Indicator: Students will conduct research on the regional — differences in a province or country in which the foreign language is spoken and explain how geography and/or history influences such differences, e.g., language, cooking, style of homes, clothing, etc.
- 4.5.3 Performance Indicator: Students will research traditional clothing of various regions of the countries where the foreign language is spoken and explain the influence of geography and climate.

Standard 5 — Students demonstrate an understanding of the relationship between the products and perspectives of the culture studied.

- 5.1 Objective: Describe various aspects of the culture, including major historical events, political structures, visual arts, architecture, literature, and music.
- 5.1.1 Performance Indicator: Students will discuss the importance of and identify possible causes for identified current events in the foreign culture.
- 5.1.2 Performance Indicator: Students will compare attitudes toward the use of alcoholic beverages in the foreign culture and the United States.
- 5.2 Objective: Demonstrate an awareness of the major literary, musical, and artistic periods and genres of at least one of the cultures in which the foreign language is spoken.

Connections

Standard 6 — Students reinforce and further their knowledge of other disciplines through the foreign language.

- 6.1 Objective: Identify and discuss elements of literature, e.g., plot development, characterization, etc.
- 6.2 Objective: Conduct traditional and electronic research on selected topics related to the foreign language and culture.
- 6.2.1 Performance Indicator: Students will conduct Internet research on contemporary cultural practices and products of the foreign culture.
- 6.3 Objective: Present findings from research in oral and written form, using presentational skills acquired in other disciplines.
- 6.3.1 Performance Indicator: Students will present findings from foreign culture media research (e.g., magazines, newspapers, Internet, TV stations, etc.) on selected topics of contemporary society.

Standard 7 — Students acquire information and recognize the distinctive viewpoints that are only available through the foreign language and its culture.

- 7.1 Objective: Access a variety of entertainment media available to speakers of the language.
- 7.1.1 Performance Indicator: Students will view current videos to understand the roles of males and females in the foreign culture.
- 7.1.2 Performance Indicator: Students will use a variety of authentic sources to prepare reports on topics of personal interest, comparing foreign culture perspectives to information available on the same topics from an American viewpoint.
- 7.2 Objective: Read and interpret short stories, poetry, or plays in the foreign language.
- 7.3 Objective: Use primary sources to write brief reports.

Chino Valley Unified School District

High School Course Description

Comparisons

~~Standard 8 — Students demonstrate understanding of the nature of language through comparisons of the language studied and their own.~~

~~8.1 Objective: Analyze differences between identified grammatical structures of English and the foreign language~~

~~8.1.1 Performance Indicator: Students will apply the correct possessive structures in communicating in the foreign language.~~

~~8.2 Objective: Identify the historical and cultural reasons for cognates, loan words, and borrowed words.~~

~~8.2.1 Performance Indicator: Students will explain the historical reasons for specified place names in California.~~

~~8.3 Objective: Use knowledge of sound-symbol correspondence, stress, and intonation patterns to communicate in particular contexts.~~

~~8.3.1 Performance Indicator: Students will read a poem with correct intonation, phrasing, and stress.~~

~~8.4 Objective: Understand the use of idiomatic expressions in the foreign language.~~

~~Standard 9 — Students demonstrate understanding of the concept of culture through comparisons of the cultures studied and their own.~~

~~9.1 Objective: Identify and compare current issues in the foreign culture and students' own culture.~~

~~9.2 Objective: Explain the impact of contributions of the foreign culture to ——— students' own culture.~~

~~9.3 Objective: Compare and contrast global artistic contributions of the foreign culture with artistic contributions of the United States.~~

~~9.3.1 Performance Indicator: Students will note and explain foreign culture ——— contributions (e.g., advertising, architectural styles, etc.) as evidence in — the print media in the United States.~~

Communities

~~Standard 10 — Students use the language both within and beyond the school setting.~~

~~10.1 Objective: Communicate orally or in writing with members of the foreign culture on a variety of topics.~~

~~10.1.1 Performance Indicator: Students will ask informed, comprehensible questions that can be answered by a native guest speaker, following a presentation.~~

~~10.1.2 Performance Indicator: Students will initiate a conversation or respond in the foreign language when encountering the foreign language teacher or other speakers of the language outside the classroom.~~

~~10.1.3 Performance Indicator: Invite identified community members to class to — explain how they use the foreign language in their occupations, e.g., health care workers, executive assistants in corporations, police officers, etc.~~

~~10.2 Objective: Participate in travel to the foreign culture with family or school.~~

~~Standard 11 — Students show evidence of becoming life-long learners by using the language for personal enjoyment and enrichment.~~

~~11.1 Objective: Appreciate and comprehend plays, museum exhibits, films, etc., representative of the foreign culture, outside of the classroom setting.~~

~~11.1.1 Performance Indicator: Students will attend a performance of a ballet or theatrical play representative of the foreign culture.~~

~~11.1.2 Performance Indicator: Students will attend an international soccer game.~~

~~11.2 Objective: Research current issues related to the foreign culture through various sources.~~

3. Key Assignments:

TO HELP STUDENTS ACHIEVE THE GOALS, THE TEACHER WILL:

- ASSIGN STUDENTS CHARACTER WRITING WORKSHEETS AND CREATE VOCABULARY WEB TO REINFORCE THE VOCABULARY LEARNING
- ASSIGN GRAMMATIC EXERCISE WORKSHEET
- ASSIGN STUDENTS BELL WORK AND HOMEWORK ON DAILY BASIS

Chino Valley Unified School District

High School Course Description

- CREATE GRAPHIC ORGANIZERS FOR LISTENING AND READING COMPREHENSION AND WRITING AS WELL
- CREATE STORYLINES USING THE NEWLY LEARNED VOCABULARY OR PHRASES IN VARIED TENSES
- CREATE AND CONDUCT PAIR WORK OR CONVERSATION ON VARIED TOPICS
- PRACTICE LISTENING AND READING COMPREHENSION THEMATICALLY
- COMPLETE PROJECTS AND/OR PRESENTATION INDIVIDUALLY AND IN GROUP FOR EACH UNIT/THEME
- EDIT PICTURE BOOKS
- MAKE PROJECT MOVIES
- COMPLETE REAL-LIFE TASKS SUCH AS EATING AT CHINESE RESTAURANT, LION DANCE, AND SO FORTH
- COMPARE AND CONTRAST THE CULTURAL SIMILARITIES AND DIFFERENCES BETWEEN TWO COUNTRIES IN VARIED PERSPECTIVES
- CELEBRATE AND DESIGN CULTURAL PRODUCTS OR ART CRAFTS ON VARIED SEASONAL OCCASIONS
- CONNECT THEIR LANGUAGE LEARNING TO OTHER SUBJECT LEARNING
- WRITE SHORT PARAGRAPH(S) OR ESSAYS: STUDENTS ARE REQUIRED TO WRITE SHORT PARAGRAPHS ON VARIED TOPICS IMPLEMENTING THE NEWLY LEARNED VOCABULARY AND GRAMMATIC TERMS OR SENTENCE FRAMES

4. Instructional Methods and/or Strategies:

MANDARIN CHINESE 3 HONORS AIMS TO DEVELOP EFFECTIVE COMMUNICATORS WHO NOT ONLY UNDERSTAND CHINESE CULTURE BUT ALSO RESPOND TO SITUATIONS IN A CULTURALLY APPROPRIATE MANNER. VARIOUS INSTRUCTIONAL METHODS AND/OR STRATEGIES WILL BE APPLIED, BUT NOT LIMITED TO, SUCH AS INNER-OUTER CIRCLES, INFORMATION GAP, TOTAL PHYSICAL RESPONSE STORYTELLING (TPRS), ROUND TABLE, FOUR CORNERS, TABLE TALK, PUZZLES, VARIOUS TYPES OF EDUCATIONAL GAMES, GRAMMAR DRILLS, FLASH CARDS, ONLINE RESOURCES (QUIZLET, KAHOOT, ETC.) INTERVIEWS, ROLE PLAYS, SKITS, PRESENTATION, READER'S THEATER, PRE-CLOSE-POST READING, LISTENING/READING COMPREHENSION, I DO-WE DO-YOU DO, AND MAKING MOVIES.

5. Assessment Including Methods and/or Tools:

- DIAGNOSTIC ASSESSMENTS: SUCH AS ORAL QUESTION AND ANSWER, VARIOUS GRAPHIC ORGANIZERS WILL BE USED IN THE BEGINNING OF EVERY UNIT TO EVALUATE STUDENTS' PRIOR KNOWLEDGE TO DETERMINE THE STARTING POINT OF THE LESSON.
- FORMATIVE ASSESSMENTS: QUIZZES INCLUDE DICTATION OF CHARACTERS, FILL-IN AND WITH COMPREHENSION QUESTIONS FOR THE TEXT. THEMATIC UNIT TESTS ARE DESIGNED TO ASSESS STUDENTS' OVERALL MASTERY OF THE UNIT AND INCLUDE SECTIONS ON VOCABULARY, GRAMMAR, ORAL QUESTION AND ANSWERING, READING COMPREHENSION, AND WRITING.
- SUMMATIVE ASSESSMENTS: UNIT PROJECTS PROVIDE AN ALTERNATIVE OPPORTUNITY FOR STUDENTS TO WORK INDEPENDENTLY OR IN GROUPS TO FURTHER RESEARCH ON TOPICS RELATED TO THE SPECIFIC THEMES THAT ARE DISCUSSED IN THE UNIT. STUDENTS MAY CHOOSE OR BE ASSIGNED A PROJECT OF INTEREST. SPECIFIC GUIDELINES AND RUBRICS FOR PROJECTS ARE GIVEN PRIOR TO THE ASSIGNMENT SO STUDENTS UNDERSTAND HOW AND WHAT WILL BE EVALUATED. PROJECTS MAY INCLUDE SKIT, POWERPOINT PRESENTATION, FLYERS, MOVIES, AND SIMULATION OF TRAVEL EXHIBITION. A COMPREHENSIVE WRITTEN AND ORAL EXAM WILL BE GIVEN AT THE END OF EACH SEMESTER. FOR THE SECOND SEMESTER THE EXAM WILL INCLUDE MATERIAL FROM THE ENTIRE YEAR.
- ASSESSMENT TOOLS: AERIES GRADING SYSTEM; 25-40% OF GRADE (ASSIGNMENT SUCH AS HOMEWORK AND CLASSWORK, AND CLASS DISCUSSION); 60% OF GRADE (QUIZZES, TESTS, PROJECTS, AND PRESENTATION).