



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

May 21, 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
May 21, 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.

PUBLIC ADVISORY

The Chino Valley Unified School District Board of Education wishes to provide continuity of government and communication during the current pandemic. Pursuant to the March 17, 2020, Executive Order N-29-20 issued by Governor Newsom, the Board of Education strongly encourages members of the public to practice the guidelines associated with health and safety by limiting person-to-person contact that could spread the COVID-19 virus.

As such, for the public to view a live stream of the May 21 Board meeting, please visit the YouTube channel for Chino Valley Unified School District Board videos @ https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw

If you would like to address the Board on an agenda item, you are encouraged to submit your comment by email to: boardsecretary@chino.k12.ca.us at the designated time. Email comments should be structured as follows:

- State agenda item number
- Name (Voluntary)
- Contact Information (Voluntary)
- Briefly state your written comment, and limit words to approximately 350

To give staff adequate time to process comments for consideration, please email your comments between 12:00 p.m. and 2:00 p.m. on Thursday, May 21, 2020. Comments will be shared via email with the Board of Education prior to the meeting. Only comments received by the designated timeframe on Thursday, May 21, 2020, and in accordance with Board Bylaw 9323—Meeting Conduct, will be read into the record. For questions, please contact boardsecretary@chino.k12.ca.us.

The proceedings of this meeting are being recorded.

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. Public Employee Discipline/Dismissal/Release (Government Code 54957): Parent Request that the District Employ Three Released Probationary Teachers. (5 minutes)
- b. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- c. Public Employee Appointment (Government Code 54957): Elementary Principals, and Junior High School Principal. (10 minutes)
- d. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (60 minutes)

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

- 1. Report Closed Session Action
- 2. Pledge of Allegiance

I.C. PRESENTIONS

- 1. Julie Gobin Memorial Hit the Greens for Scholarships Check
- 2. Military Salute

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

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

I.G. CHANGES AND DELETIONS

II. ACTION

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

II.A.1. 2020/2021 Student Member on the Board of Education

Page 9

Recommend the Board of Education approve Justin Rendon from Don Lugo HS as the 2020/2021 Student Member on the Board of Education and administer the oath of office at a later date to be determined.

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

II.B. FACILITIES, PLANNING, AND OPERATIONS

II.B.1. Final Facilities Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM–Thrive Charter School

Page 10

Recommend the Board of Education approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Allegiance STEAM Academy–Thrive charter school.

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 May 7, 2020 Regular Meeting

Page 38

Recommend the Board of Education approve the minutes of the May 7, 2020 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 45

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

III.B.2. Donations

Page 46

Recommend the Board of Education accept the donations.

III.B.3. 2020/2021 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 48

Recommend the Board of Education approve/ratify the 2020/2021 applications to operate fundraising activities and other activities for the benefit of students.

III.B.4. Legal Services

Page 50

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. Designation of California Interscholastic Federation Representatives to League for 2020/2021

Page 51

Recommend the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2020/2021.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 54 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 55 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 58 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolution 2019/2020-49, Authorization to Utilize a Piggyback Contract

Page 63 Recommend the Board of Education adopt Resolution 2019/2020-49, authorization to utilize a piggyback contract.

III.D.5. Resolution 2019/2020-50, Authorizing the Purchase of Computer Equipment and Related Services and Approval of Dell Financial Services Lease Purchase Agreement No. 597571-63667 as Amended by Amendment No. 1 and Associated Lease Schedule

Page 67 Recommend the Board of Education adopt Resolution 2019/2020-50, authorizing the purchase of computer equipment and related services and approval of Dell Financial Services Lease Purchase Agreement No. 597571-63667 as amended by Amendment No. 1 and associated lease schedule.

III.D.6. Lease Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2020/2021 School Year

Page 78 Recommend the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2020/2021 school year.

III.D.7. Notice of Completion for CUPCCAA Projects

Page 102 Recommend the Board of Education approve the Notice of Completion for CUPCCAA Projects.

III.D.8. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 02-01)

Page 104 Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 02-01).

- III.D.9. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01)**
Page 108
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01).
- III.D.10. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 05-01)**
Page 112
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 05-01).
- III.D.11. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02)**
Page 116
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02).
- III.D.12. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 07-01)**
Page 119
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 07-01).
- III.D.13. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-01)**
Page 125
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-01).
- III.D.14. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-02)**
Page 131
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-02).
- III.D.15. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-03)**
Page 134
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-03).
- III.D.16. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 22-01)**
Page 137
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 22-01).
- III.D.17. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01)**
Page 140
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01).

- III.D.18. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01)**
Page 143
Recommend the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01).
- III.D.19. Change Order for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01)**
Page 146
Recommend the Board of Education approve the Change Order for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01).
- III.D.20. Change Order and Notice of Completion for CUPCCAA Bid 18-19-34I, Litel ES Playground Equipment Installation**
Page 151
Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Bid 18-19-34I, Litel ES Playground Equipment Installation.
- III.D.21. Bid 19-20-37F, Safety and Security (Group 3)–Borba ES, Chaparral ES, Cortez ES, Dickey ES, Liberty ES, Briggs K-8, and Cal Aero K-8**
Page 155
Recommend the Board of Education award Bid 19-20-37F, Safety and Security (Group 3) – Borba ES, Chaparral ES, Cortez ES, Dickey ES, Liberty ES, Briggs K-8, and Cal Aero K-8 to Champion Electric.
- III.D.22. Bid 19-20-44F, Chino Valley Adult School New Parking Lot**
Page 156
Recommend the Board of Education award Bid 19-20-44F, Chino Valley Adult School New Parking Lot to Premier Paving.
- III.D.23. Rejection of Bid 19-20-47F, Country Springs ES, Litel ES, and Oak Ridge ES Portable Classroom Refresh and Authorization to Re-Bid**
Page 158
Recommend the Board of Education reject the bids received for Bid 19-20-47F, Country Springs ES, Litel ES, and Oak Ridge ES Portable Classroom Refresh and authorize staff to re-bid the project.
- III.D.24. Subcontractor Substitution for Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels**
Page 159
Recommend the Board of Education approve the Subcontractor Substitution for Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels.
- III.D.25. Ratification of Joint Occupancy Agreement, Ground Lease and Construction Services Agreement with Yorba XC, LLC and Xebec Building Company, Inc.**
Page 160
Recommend the Board of Education ratify the Joint Occupancy Agreement, Ground Lease and Construction Services Agreement with Yorba XC, LLC and Xebec Building Company, Inc.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 161 Recommend the Board of Education approve/ratify the certificated/classified personnel items.

III.E.2. Rejection of Claims

Page 168 Recommend the Board of Education reject the claims and refer them to the District's insurance adjuster.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

V. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: May 15, 2020

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: May 21, 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: 2020/2021 STUDENT MEMBER ON THE BOARD OF EDUCATION

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BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve Justin Rendon from Don Lugo HS as the 2020/2021 Student Member on the Board of Education and administer the oath of office at a later date to be determined.

FISCAL IMPACT

None.

NE:LF:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: FINAL FACILITIES MEMORANDUM OF UNDERSTANDING BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND ALLEGIANCE STEAM ACADEMY-THRIVE CHARTER SCHOOL

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BACKGROUND

On March 31, 2020, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent Allegiance STEAM Academy-Thrive (“ASA”) charter school its Proposition 39 Final Notification of Facilities Offered and Final Facilities Memorandum of Understanding (“MOU”) for ASA's use of the former El Rancho ES site.

On April 28, 2020, ASA’s CEO/Principal Dr. Sebastian Cогnetta emailed a letter to the District office, which stated, “Please be advised that ASA intends to occupy the offered space.”

On May 4, 2020, the ASA Board of Directors approved the Final Facilities MOU.

On May 6, 2020, the District received the Final Facilities MOU, signed by Dr. Cогnetta.

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

RECOMMENDATION

It is recommended the Board of Education approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Allegiance STEAM Academy-Thrive charter school.

FISCAL IMPACT

Pursuant to the Final Facilities MOU, the District will charge ASA a supervisorial oversight fee at a rate of three percent (3%) of ASA’s revenue. Additionally, the District will charge ASA for its utility services costs each month during the one-year term of the Final Facilities MOU.

FINAL
FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY-THRIVE
2020-2025

THIS FACILITIES MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the Chino Valley Unified School District (“CVUSD” or “District”), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy Inc., a California non-profit public benefit corporation (California Secretary of State number C4040794 and federal employer identification number 82-2556226), operating the Allegiance STEAM Academy-Thrive (“ASA”) charter school. The District and ASA may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District owns certain real property and facilities held in trust for the State of California to benefit all public school students residing in District’s boundaries;

WHEREAS, ASA is a TK-8th grade charter school conditionally granted by the Chino Valley Unified School District on December 14, 2017 for a term from July 1, 2018 to June 30, 2020;

WHEREAS, on October 31, 2019, ASA submitted to the District a request for school facilities under the provisions of Education Code § 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations § 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2020-2025 school years;

WHEREAS, on January 31, 2020, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA’s in-District students (“Preliminary Proposal”);

WHEREAS, on March 31, 2020, pursuant to the requirements of Education Code § 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA’s in-District students (“Final Notification”);

WHEREAS, the District and ASA enter into this Agreement for ASA’s use of facilities (“Allocated Space”) located at 5862 C Street, Chino, California (“El Rancho school site”); and

WHEREAS, the Parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code § 17455 *et seq.*

NOW, THEREFORE, in consideration of the oversight fee payments and of the covenants and agreements set forth to be kept and performed by ASA, the Parties agree as follows:

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

1. Term. The Term of this Agreement (“Term”) is for five years, beginning July 1, 2020 and shall be conterminous with the current charter of ASA, expiring June 30, 2025. Upon the termination of this Agreement, the right to exclusive use of the Allocated Space shall revert to the District (except for any furniture, equipment, or furnishings owned by ASA), unless the Parties extend this Agreement or enter into a subsequent agreement for ASA’s use of the Allocated Space.

2. Use of the Allocated Space. The District agrees to allow ASA use of the Allocated Space during the Term of this Agreement, for the sole purpose of operating ASA’s educational program in accordance with ASA’s charter petition. The agreed use of the Allocated Space does not extend to any other use than the operation of the charter school including the use of the Allocated Space or the El Rancho school site address by the operators of ASA’s affiliates, other non-profits affiliated in any way with ASA, or any other entities.

A. Exclusive Use. As depicted in Attachment 1 Site Plan, the facilities to be provided by the District to ASA for ASA’s exclusive use for the Term include the following:

- i. Twenty-eight (28) classrooms: two (2) classrooms for TK/K students (Classrooms 1-2) and twenty-six (26) classrooms for first through eighth grade students (Classrooms 3-28);
- ii. Four (4) additional classrooms suitable for an art room, a music room, a drama room, and a special education room (Classrooms 39-42);
- iii. Multipurpose Room (“MPR”), including cafeteria;
- iv. Science Lab (Classroom 38);
- v. Classroom 37 for Think Together (ASA’s before and after school program);
- vi. Administrative Office Building, including a nurse station;
- vii. Building L for art room, resource specialist use, speech pathologist use, or psychologist/counseling use;
- viii. Additional Space for office use, resource specialist use, speech pathologist use, and psychologist/counseling use (Building J);
- ix. Athletic Fields, Play Area, Asphalt Play Area;
- x. Kindergarten Play Area, Kindergarten Asphalt Play Area; Playgrounds;
- xi. Restrooms (Five (5) boys restrooms, five (5) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms);
- xii. Parking lot (parking lot is reasonably equivalent to District’s comparison schools, meets and exceeds Proposition 39 regulations), Pick-up/Drop-off Area;

NE: AZ
SC: A

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING



- xiii. Four (4) 4 x 8 x 40 foot Storage Containers;
- xiv. Custodial Space;
- xv. Outside covered lunch area;
- xvi. Two (2) Regulation Basketball Courts with removable volleyball net;
- xvii. Two (2) Locker rooms;
- xviii. Serving kitchen; and
- xix. Staff workroom.

B. Use of Storage Containers. For the 2019-2020 school year, ASA has use of four (4) 4 x 8 x 40 foot storage containers, all of which remain the property of the District. The cost of each storage container is the responsibility of ASA as well as the maintenance and placement of each container on existing asphalt or concrete pad. If there is no existing asphalt or concrete pad available, the cost of providing a pad to place a storage container on is ASA's sole responsibility. ASA may continue to use the four (4) storage containers, subject to written approval by the District. Should ASA desire additional storage containers from the District, ASA shall submit a written request to the District and be responsible for the costs associated with additional storage containers, maintenance of additional storage containers, and placement of the additional storage containers.

C. Use of Additional Facilities. In addition to the facilities already provided by the District pursuant to Section 2(A) of this Agreement, ASA may desire to lease relocatable classrooms as additional facilities ("Additional Facilities"). Should ASA lease relocatable classrooms, ASA shall be solely responsible for all costs and expenses associated with the installation, refurbishment, use, and removal of the relocatable classrooms. In the event that Additional Facilities are unable to be used, for any reason, ASA agrees that it has no claim regarding any allegation that the District has taken action to impede ASA from expanding its enrollment to meet pupil demand for the term of this Agreement or any claim regarding the District's perceived failure to offer facilities in accordance with applicable law.

D. Use of Facilities for Summer School. If ASA intends to use the Allocated Space to hold a summer program during June, July, or August of the each year of the five (5) year Term, ASA must provide the District with written notification of such use and the dates the summer program will operate by May 1st of each year.

E. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Allocated Space and District furnishings and equipment thereon shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding ASA's continued use of the Allocated Space for ASA's educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Allocated Space, including, but not limited to, possession and use of the Allocated Space for District programs and services.

NE: 
 SC: 

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

F. Civic Center Act. Although ASA shall have primary use of the Allocated Space during its regular school hours, ASA agrees to comply with the provisions of the Civic Center Act (Education Code § 38130 *et seq.*) in making use of the facilities accessible to members of the community. After 4:00 PM for each weekday and all day on weekends and holidays, the Allocated Space shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been deemed appropriate by the District. ASA shall direct all individuals requesting Civil Center Act access, joint use, or recreational program use to contact the District to request use of the Allocated Space.



G. District Use. The District retains all rights to use all of the remaining facilities of the El Rancho school site that are not allocated to ASA for District programs and/or events.

H. Third-Party Use. In the event a District-approved third-party uses the Allocated Space, ASA agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of District-approved third-party programs on the Allocated Space.

I. One Physical Location/Site. Pursuant to Education Code § 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of a school district. ASA agrees that for the five (5) year Term of this Agreement it will not establish any additional physical locations and/or sites within the District beyond the Allocated Space.

J. Full and Complete Satisfaction. ASA agrees that the provision of the Allocated Space pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and the Proposition 39 regulations for each year of the five (5) year Term. ASA agrees that, by accepting the Allocated Space, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code § 47614 and all Proposition 39 implementing regulations for each year of the five (5) year Term. ASA waives and forever releases the District regarding any allegation that the District has taken any actions to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

K. Satisfaction of Proposition 39 Obligation. The District and ASA agree that, during the Term of this Agreement, ASA will annually submit Proposition 39 school facilities requests sufficient for the District to determine ASA's in-District Classroom ADA each year of the five (5) year Term of this Agreement, as required by Education Code § 47614.

NE: 
SC: 

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

L. Enrollment. The Parties agree that during the Term of this Agreement ASA's enrollment shall be consistent with the projected enrollment set out in ASA's January 6, 2020 renewal charter petition:

Grade	2020-21	2021-22	2022-23	2023-24	2024-25
TK	30	30	30	30	30
K	90	90	90	60	60
1	120	120	120	120	120
2	120	120	120	120	120
3	90	120	120	120	120
4	90	90	120	120	120
5	90	90	90	120	120
6	60	90	90	90	120
7	60	90	90	90	90
8	60	60	90	90	90
Total	810	900	960	960	960

In addition, ASA shall also not submit another charter petition to the District to operate a charter school in the District during the five (5) year Term. ASA also waives and forever releases the District from any and all claims that in any of the school years falling within the five (5) year Term of this Agreement and any extension thereof, the District has taken any action to impede ASA from expanding enrollment to meet student demand.

M. Furnishings and Equipment. The District will provide ASA reasonably equivalent furnishings and equipment as defined by 5 CCR § 11969.2(e) to ASA. All facilities, furnishings, and equipment provided to ASA shall remain the property of the District, shall be used for the sole purpose of operating ASA's educational program, and shall be returned to the District at the end of the Term in the same condition as received. ASA shall be financially responsible for any damage caused by its use of the furnishings and equipment.

- i. ASA shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment received from the District. ASA shall provide the District with the inventory on September 30 of each year during the Term of this Agreement.

NE: 
SC: 

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- ii. During the Term of this Agreement, ASA shall request repair of furnishings and equipment (including, but not limited to desks, chairs, playground equipment, servers, switches, security alarms, telephones, fixtures, and other technology, security, and telecommunications related hardware) consistent with District policies via the District's "SchoolDude," online work order system.

N. Utilities. ASA shall be responsible for payment of utility services costs as ASA operates its educational program using the Allocated Space throughout the Term. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, trash collection and disposal, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs each month during the Term. ASA shall promptly make payment of the invoice to the "Chino Valley Unified School District" and deliver said payment to the CVUSD Assistant Superintendent of Business Service within thirty (30) calendar days of receipt of such invoice from the District. Should ASA acquire Additional Facilities (see § 2.C.) which increases utility services costs, ASA shall be responsible for paying the increased utility services costs.

O. Computer Network and Internet Services. The District will provide ASA a reasonably equivalent Computer Network for the Allocated Space, which includes the network infrastructure, a firewall, and an operational phone and intercom system, but does not include the District providing any servers to ASA. If ASA accepts the Final Notification of Facilities, ASA agrees it will sign a Computer Network Memorandum of Understanding, which defines the District's provision of and ASA's use of the District's computer network at the Allocated Space, for the five (5) year Term.



P. Allocation of Facilities. Pursuant to Proposition 39 requirements, the allocation of classrooms and space to ASA shall be based upon in-District ADA for each year of the five (5) year Term. In the event that the Allocated Space has been "over allocated" in accordance with 5 C.C.R. § 11969.8, ASA shall reimburse the District accordingly.

Q. Reporting ADA to District. As required under 5 C.C.R. § 11969.9(l), ASA must report actual ADA to the District every time that ASA reports ADA for apportionment purposes. ASA's reports must include in-District and total ADA and in-District and total classroom ADA. ASA must maintain records documenting the data contained in ADA reports. All such records shall be available on request by the District. Additionally, the District may request backup documentation confirming ASA's in-District ADA in a manner that is reasonably acceptable to the District at any time.

3. Fees.

A. The District shall provide ASA with "substantially rent free" facilities for the Term of this Agreement and shall charge ASA a supervisory oversight fee at a rate of three percent (3%) of the ASA's revenue pursuant to Education Code § 47613(b).

B. The District shall invoice ASA for the 3% oversight fee payable under Education Code § 47613 quarterly on September 30, December 30, March 31, and June 30 of each year during

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

the five (5) year Term. Payment from ASA to the District will be due in fifteen (15) calendar days from the date of the invoice.



C. ASA acknowledges that late payment of the oversight fee to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly if the District does not receive the oversight fee from ASA by 4:00 PM within ten (10) calendar days after the date the payment is due, ASA shall pay to the District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount. The Parties hereby agree that any late charge assessed to ASA shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by ASA. Acceptance of late sums by the District shall in no event constitute a waiver of ASA's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Maintenance.** All facilities provided to ASA shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as "deferred maintenance," shall be the responsibility of the District. Deferred maintenance projects are those that are major in scope and which may involve a public works bid. Deferred maintenance includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code § 17582. The District shall include ASA's facilities on its deferred maintenance list in the same manner as it would include any other District facilities on the District's deferred maintenance list.

In the event that ASA requests that the District to perform maintenance and repairs, ASA shall submit a request via the District's "SchoolDude," online work order system. The District reserves the right at any time to implement a different process for ASA's submission of maintenance and repair requests.

ASA shall be responsible for all custodial services at the Allocated Space. ASA shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should ASA neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to provide custodial services and to charge ASA reasonable costs for such services if ASA fails to cure such failure within fifteen (15) calendar days written notice from the District.

The District shall be responsible for all landscaping and grounds keeping services, unless ASA receives written permission from the District to perform landscaping or grounds keeping. ASA shall not modify or remove any landscaping or trees in the Allocated Space or the El Rancho school site in any manner, unless ASA receives written permission from the District. ASA shall request removal of graffiti and repair of any vandalism at the Allocated Space consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

ASA shall be responsible for all costs, coordination, and scheduling of all necessary inspections and payment of all fees required by any municipal or governmental laws, ordinances, rules or regulations regarding ASA's use of the Allocated Space. ASA shall provide a written copy of any such report, proof of inspection or other documentation of any inspection or review to the District within three (3) calendar days of receipt.



5. Pest Management. The District shall provide pest management for the Allocated Space in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act upon written notice to ASA of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service. ASA shall pay the reasonable and customary fee or charge for said pest management service, which will be included in ASA's utilities costs. ASA must submit a written request to the District if ASA wants to schedule the pest management service provided by the District. ASA shall provide the District with ASA's Integrated Pest Management Program certificate on or before July 1 of each year during the Term.

6. Installation of Improvements by ASA. ASA shall have no right to make alterations, additions to the Allocated Space or the El Rancho school site in any way, or to construct or install any improvements (as defined in California Civil Code § 8050(a)) on the Allocated Space or the El Rancho school site or otherwise alter the Allocated Space or the El Rancho school site in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). ASA shall not paint or install any wall coverings or flooring materials on any part of the Allocated Space or the El Rancho school site without the prior written consent of the District. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under this section or any other provision of this Agreement, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid.

A. Fire and Building Code Standards. Any alterations or construction or installation of improvements by ASA that implicate any fire and buildings code standards for occupancy, special hazards, means of egress, exit doors, illumination, fire doors, self-closing devices, electrical systems, and clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Fire District.

B. District's Discretion. The District's approval of any improvements, including the construction schedule and work hours, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason.

C. Contractor Requirements. Contractors retained by ASA with respect to the construction or installation of improvements approved by the District shall be fully licensed and bonded as required by California law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of improvements approved by the District shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to state and local building codes, fire codes, fingerprinting

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requirements and prevailing wage laws. The District or the District's agents shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Allocated Space and the El Rancho school site, and to inspect the work.

D. Indemnification for Alterations or Installation of Improvements Work. ASA shall indemnify, defend, and hold harmless the District, its directors, officers, and employees or contractors from ASA's violation of applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wages.

E. Delivery of Instruments and Documents. ASA shall deliver to the District, promptly after ASA's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements approved by the District on the Allocated Space: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements, and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

F. Liens and Claims. ASA shall not permit any liens or claims to stand against the Allocated Space for labor or material furnished in connection with any work performed by ASA. Upon reasonable and timely notice of any such lien or claim delivered to ASA by the District, ASA may bond and contest the validity and the amount of such lien, but ASA shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at ASA's sole expense. Additionally, ASA shall not use or operate any improvements until the project is closed-out and certified by the DSA, if applicable, and/or final approval is received from any applicable agency. ASA shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

7. Signs. ASA shall, at ASA's sole cost, have the right to place one sign to be mounted on an existing building on the Allocated Space stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements or modifications to the Allocated Space in order to erect such signage. ASA's signs shall be in compliance with all District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination

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of the Agreement, ASA shall remove all signs which it has placed on the Allocated Space, and shall repair any damage caused by the installation or removal of ASA's signs.

8. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, ASA shall restore and surrender the Allocated Space and the Furnishings and Equipment to the District, in the same condition as when received, free and clear of any liens or encumbrances. ASA shall be financially liable for any damage or excessive wear and tear to the Allocated Space. No fixtures as defined by California Civil Code § 660 shall be removed by ASA at any time.

A. If ASA has made any improvements or alterations, whether temporary or permanent in character, all of ASA's improvements or alterations shall, unless otherwise agreed to by the District, be removed and the Allocated Space shall be surrendered to District upon the date of the expiration of the Term or earlier termination of this Agreement in the condition existing prior to ASA's alterations or improvements at the expense of ASA.

B. If ASA has made any alterations or improvements, at least thirty (30) calendar days prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, provide the District with its plans for removal and restoration, and the District may require modifications to said plans to ensure the premises are restored to substantially the same condition they were in prior to ASA's occupancy at the Allocated Space.

C. Prior to the last day of the Term, ASA shall, unless otherwise agreed to by the District, remove completely all of ASA's personal property, including moveable ASA furniture, ASA trade fixtures and equipment not attached to the Allocated Space, and repair all damage caused by removal.

D. Any of ASA's personal property not so removed on or before the end of the Term shall be deemed abandoned by ASA and associated costs to store, remove, or dispose of ASA's abandoned property shall be the financial responsibility of ASA. After ten (10) business days and after written notification to ASA, any and all ASA personal property shall, at the option of District, automatically become the property of the District upon the expiration or termination of this Agreement or fifteen (15) business days after written notification to ASA. Thereafter, the District may retain or dispose of ASA's personal property in any manner without any further notice or liability whatsoever to ASA.

9. Holding Over. ASA will not be permitted to hold over possession of the Allocated Space after the date of the expiration of this Agreement or earlier termination of this Agreement without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by ASA shall constitute a breach of this Agreement by ASA entitling District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any holdover period, ASA shall not occupy and use the Allocated Space during the hold over period except to remove ASA's personal property and alterations or improvements as coordinated with the District; provided, however, that these hold over provisions shall not apply to those situations where ASA previously made a timely and legally sufficient request under Proposition 39 regulations for the school year to commence

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after the last day of the one-year term for facilities requests, the District made a facilities offer and ASA accepted, and there is a delay in the delivery of the facilities. No payment of money by ASA after termination of this Agreement, or after the giving of notice of termination by the District to ASA shall reinstate, continue or extend the Term.

10. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Allocated Space and the furnishings and equipment provided by the District.

11. Security. The Parties acknowledge that the District is responsible for ensuring the security of the Allocated Space through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Allocated Space by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks on any classroom doors or exterior gates. Whenever the District programs any new alarm codes, or changes or installs any locks, keys or padlocks, within five (5) calendar days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Allocated Space to the specifications of the District.

12. Emergencies. The Chief Executive Officer of ASA and the District's Superintendent shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of students, staff, and teachers within the Allocated Space or at the El Rancho school site.

A. Health and/or safety emergencies shall include but not be limited to reports of any serious incident that takes place within the Allocated Space or at the El Rancho school site when law enforcement, fire department, or paramedics are involved, including incidents of arson, incidents of physical or sexual abuse, bomb threats, weapons on the Allocated Space or the El Rancho school site, active shooter on the Allocated Space or the El Rancho school site, and the sale of narcotics on the Allocated Space or the El Rancho school site. Section 54956.5(a) of the Government Code defines "emergency" to mean "a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both."

B. ASA employees, volunteers, students, and faculty shall cooperate with and participate in any lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District on the Allocated Space. The District will provide ASA with District emergency procedures to be followed on all areas of the Allocated Space or El Rancho school site.

13. School Safety Plan. ASA must develop and submit to the District by September 1, 2020 a School Safety Plan that complies with Education Code §§ 32280-32289 and is consistent with the California Department of Education's "*Compliance Checklist for a Comprehensive School Safety Plan.*"

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14. Condition of Subject Property. The District is not aware of any defect in or condition of the El Rancho school site that would prevent ASA's use of the Allocated Space for ASA's educational purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the El Rancho school site that calls into question the appropriateness or sufficiency of the El Rancho school site for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Allocated Space including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., triggered by ASA's use of the Allocated Space or any alterations, additional, improvements, or modifications to the Allocated Space made by ASA with the District's approval.

ASA shall at all times remain responsible for compliance with the Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), other applicable building code standards, and fire code standards that are triggered by any modifications or improvements made by ASA. ASA shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvement made by ASA. Should any modifications or improvements made by ASA change or affect the character of any existing improvements, ASA shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. ASA shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the Allocated Space.

ASA shall not do or permit anything to be done in or about the Allocated Space nor bring or keep anything therein which will in any way increase the District's existing insurance rates or affect any fire or other insurance upon the Allocated Space or any of its contents or cause a cancellation of any insurance policy covering said Allocated Space or any part thereof or any of its contents, nor shall ASA sell or permit to be kept, used, or sold in or about said Allocated Space any articles which may be prohibited by a standard form policy of fire insurance.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Allocated Space due to ASA's use and occupancy thereof, ASA, at its expense, shall be obligated to clean all the property affected, including, if applicable, any other affected properties in the vicinity of the Allocated Space, to the satisfaction of the District and any governmental agencies having jurisdiction over the Allocated Space or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If ASA fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements assessed, the District reserves the right to perform the required actions and to take all necessary steps to recoup any and all costs associated therewith from ASA.

ASA shall not do or permit anything to be done in or about the Allocated Space that will in any way obstruct or interfere with the rights of the District or injure or allow the Allocated Space

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to be used in any unlawful or objectionable purpose, nor shall ASA cause, maintain, or permit any nuisance as defined by California Civil Code §§ 3479 and 3480 in or about the Allocated Space. ASA shall not commit or suffer to be committed any waste in or upon the Allocated Space.

15. Title. The Parties acknowledge that title to the El Rancho school site, including Allocated Space, is held by the District and shall remain in the District's name at all times.

16. Insurance.

A. The District shall not be responsible for insuring any of ASA's personal property or persons (including without limitation ASA's students or members of ASA's staff).

B. The ASA Board of Directors shall ensure that at all times ASA retains appropriate property and liability insurance coverage from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-VII or better. During the Term of this Agreement, ASA shall obtain and keep in effect liability coverage as follows:

i. Property Insurance - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of ASA's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "extra expense" coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).



ii. General Liability Insurance - policy in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury arising out of or connected to ASA's Allocated Space and ASA's operations at the El Rancho school site.

1. The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.

2. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.

iii. Sexual Abuse and Molestation Insurance - policy in the amount not less than three million dollars (\$3,000,000) per occurrence.

iv. Excess Liability Insurance - policy in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate, in excess of the general liability insurance, automobile liability, sexual abuse liability, workers' compensation, crime

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liability, employer's liability, cyber liability, fiduciary liability, and errors and omissions insurance.

- v. **Employment Practices and Fiduciary Liability** – ASA shall maintain an employment practices policy in the amount not less than two million dollars (\$2,000,000) per claim and member aggregate, and a fiduciary liability policy in the amount not less than one million dollars (\$1,000,000) per claim and member aggregate.
- vi. **School Board's Legal Liability** – ASA shall maintain school board's legal liability policy in the amount not less than five million dollars (\$5,000,000) per occurrence and general aggregate.
- vii. **Workers' Compensation Insurance and Employer's Liability Insurance** - ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA must also maintain Employer's Liability Insurance in amounts not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- viii. **Automobile Liability Insurance** - policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than five million dollars (\$5,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.
- ix. **Crime** - crime insurance policy in an amount not less than one million dollars (\$1,000,000) per occurrence for money and securities, one million dollars (\$1,000,000) per occurrence for forgery or alteration, one million dollars (\$1,000,000) per occurrence for ASA employee dishonesty.
- x. **Law Enforcement Activities Liability** - ASA shall maintain insurance that covers law enforcement activities liability not less than two million dollars (\$2,000,000) per occurrence.
- xi. **Student and Volunteer Accident** - ASA shall maintain student accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident, and volunteer accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident.
- xii. **Cyber Liability Insurance** - policy with limits not less than one million dollars (\$1,000,000) per claim, two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by ASA employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations,

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information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- xiii. Endorsement** – The General Liability Insurance, Sexual Abuse and Molestation Insurance, and Automobile Liability Insurance policies are to contain the following provisions:



“To the fullest extent permitted by law, California Schools JPA, the District, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ASA; and with respect to liability arising out of ASA’s operations, including work or operations performed by or on behalf of the ASA, and the acts and/or omissions of the ASA’s officers, employees, invitees, agents, and volunteers.”

The endorsements are to be signed by the person authorized by the ASA’s insurance carrier to bind coverage on its behalf.

- xiv. Provision of Certificates of Insurance Policies** – ASA shall provide the District with a certificate(s) of the above listed insurance policies verifying such insurance and the terms described herein no later than July 1, 2020. ASA shall not be allowed to occupy the Allocated Space until it has provided all required insurance documentation.
- xv. Expiration/Cancellation of Insurance Policies** - ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer.
- xvi. Notice of Deductibles and Self-Insured Retentions** – ASA agrees that any deductibles or self-insured retentions must be declared to and approved by the District.

C. ASA shall maintain all of the above insurance based upon coverage for the number of persons employed by ASA. ASA shall provide the District with written notice of the number of employees that ASA’s insurance covers and the number of employees employed at ASA quarterly on September 30, December 30, March 31, and May 30 of each year during the five (5) year Term.

D. The District’s insurance and coverage requirements for ASA are subject to annual review each year during the five (5) year Term and may be modified as necessary.

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E. The District may, at its discretion, require additional coverage or additional limits based upon the nature of ASA's activities during the five (5) year Term. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

F. The aforementioned minimum limits of policies shall in no event in any way limit the liability of ASA hereunder.



G. Failure to Obtain Insurance. ASA agrees that if ASA does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Allocated Space and to the District, as required by this Agreement.

H. Waiver of Subrogation. ASA grants to the District a waiver of any right to subrogation which any insurer or may acquire from ASA by virtue of the payment of any loss. ASA agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.

17. Indemnification. ASA is acting on its own behalf in operating at the Allocated Space and is not operating as an agent of the District.

A. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, ASA shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the Allocated Space arising from, or in connection with (a) ASA's use of the Allocated Space including without limitation, the operation of the ASA charter school, or (b) in connection with the operations by ASA at the Allocated Space, including without limiting the generality of the foregoing:

- i. Any default by ASA in the observance or performance of any of the terms, covenants, or conditions of this Agreement on ASA's part to be observed or performed;
- ii. The use or occupancy of the Allocated Space by ASA of any person claiming by, through or under ASA or ASA's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees,

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volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Allocated Space either prior to, during, or after the expiration of the Term of this Agreement ("Liability" or "Liabilities"); and



- iii. Any claim by a third party that the District is responsible for any actions by ASA in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

ASA's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of ASA, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect ASA, its affiliates, successors and assigns, and its officers, board members, employees and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the Allocated Space arising from, or in connection with (a) the District's use of the Allocated Space including without limitation, the operation by District of operations on the Allocated Space, or (b) in connection with the operations by the District at the Allocated Space, including without limiting the generality of the foregoing:

- i. Any default by the District in the observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part to be observed or performed;
- ii. The use or occupancy of the Allocated Space by the District or any person claiming by, through or under the District or the District's board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the Allocated Space either prior to, during, or after the expiration of the Term of this Agreement (singularly "Liability" or collectively "Liabilities"); and
- iii. Any claim by a third party that ASA is responsible for any actions by the District in connection with any use or occupancy of the Allocated Space or in any way related to this Agreement.

The District's obligation to defend ASA and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims,

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

- C. The Indemnification provisions of this section shall survive the expiration or earlier termination of this Agreement.

18. Damage and Destruction of Facilities.

A. **Partial Damage.** If the Allocated Space is damaged by any casualty which is covered by applicable insurance, and ASA still has access to at least sixty percent (60%) of the usable classroom space, then the Allocated Space shall be restored provided insurance proceeds are available to pay for the costs of restoration, and provided such restoration can be completed within one hundred twenty (120) calendar days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect, except that ASA will be entitled to proportionate reduction of all utility services fees that are impacted while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with ASA's use of the Allocated Space. The District shall provide ASA with reasonably equivalent temporary housing on the Allocated Space, or another school site that is near to the El Rancho school site for any part of ASA's program that is displaced by the partial damage and/or the repair work of the same.



B. **Total Destruction.** If the Allocated Space is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Allocated Space cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then the District will provide ASA with another reasonably equivalent school facility, if necessary, sufficient to accommodate ASA's enrollment as soon as possible after the effective date of the damage to minimize any interruption in ASA's educational program. If the District provides ASA with a reasonably equivalent school facility, the District reserves the right to update this Agreement with the different school facility address and allocation of space.

C. The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed at the Allocated Space by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any repair or restoration.

19. Termination.



A. **Default or Material Breach by ASA.** This Agreement will automatically terminate upon commission of a default or material breach of ASA's obligations.

- i. A default and material breach of this Agreement includes but is not necessarily limited to the occurrence of one or more of the following events:

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

1. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
2. The abandonment of the Allocated Space by ASA where such abandonment of the Allocated Space continues for fifteen (15) calendar days after written notice by the District to ASA;
3. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA (unless, the nature of the default is such that the same cannot reasonably be cured within said 30-day period and ASA shall not be deemed to be in default if ASA shall within such period commence such cure and thereafter diligently prosecute the same to completion, provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to ASA); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure § 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure § 1161;
4. Actions by ASA causing the revocation or non-renewal of ASA's charter by the Chino Valley Unified School District Board of Education;
5. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of ASA's assets located at the Allocated Space or of ASA's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days;



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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

6. The failure by ASA to utilize the Allocated Space for the sole purpose of operating a charter school and for no other purpose as authorized by this Agreement, where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;
7. The failure of ASA to limit its use of the Allocated Space pursuant to this Agreement and in conformity with the District's practices regarding the operations and maintenance of District facilities and furnishings where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to ASA;
8. The assignment, subletting, or transfer of this Agreement in violation of Section 25 of this Agreement.

B. District's Remedies for ASA's Default or Material Breach. If ASA commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:

- i. Maintain this Agreement in full force and effect and recover all use payments and other monetary charges as they become due, without terminating ASA's right to possession irrespective of whether ASA has abandoned the Allocated Space.
- ii. Terminate ASA's right to possession of the Allocated Space by written notice to ASA, in which case this Agreement shall terminate and ASA shall immediately surrender possession of the Allocated Space to the District. In such event the District shall be entitled to recover from ASA all damages incurred by the District by reason of ASA's default.
- iii. In the event of any default by ASA and if ASA fails to cure the default within the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall have the right, with or without terminating this Agreement, to enter ASA's exclusive use space allocated to ASA and remove all persons and personal property from the space, such property being removed and stored in a public warehouse or elsewhere at ASA's sole cost and expense. No removal by the District of any persons or property in the Allocated Space shall constitute an election to terminate this Agreement. The District's right of entry shall include the right to remodel ASA's exclusive use space and re-let ASA's exclusive use space. Any payments made by ASA or third party to whom the facilities are re-let shall be credited proportionately to the

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

amounts owed by ASA under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.

- iv. If ASA fails to perform any covenant or obligation to be performed within a time period specified by this Agreement after ASA receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to ASA. In the event of an emergency, the District has the right to perform such activity to mitigate any impact from the emergency. All reasonable costs incurred by the District to perform such covenant or obligation shall be timely reimbursed to the District by ASA within thirty (30) calendar days after ASA receives an invoice. Any performance by the District of ASA's covenants or obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses incurred by the District in collecting payments due, or enforcing obligations of ASA under this Agreement shall be timely paid by ASA to the District after ASA receives an invoice from the District.
- v. The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

C. Default by District. The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by ASA to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than thirty (30) calendar days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

D. ASA's Remedies for District's Default. In the event of default by the District, ASA may pursue any remedies available by law.

20. Fingerprinting. ASA shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required in Education Code § 45125.1 for all ASA employees, contractors, vendors, volunteers, agents and other individuals ASA allows on the Allocated Space. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any District employees, contractors, vendors, or agents that come to the Allocated Space.

21. Access. ASA shall permit District, its agents, representatives or employees, to enter upon the Allocated Space and El Rancho school site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Allocated Space and El Rancho school site. The District shall attempt to give reasonable notice where practicable but shall not be obligated to

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

do so in the event of emergency or imminent threat to health or safety of occupants, or if the District's access is for purposes of performing the District's statutory oversight obligations.

22. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710
Attention: Assistant Superintendent, Business Services

If to ASA:



Allegiance STEAM Academy Charter School
5862 C St.
Chino, CA 91710
Attention: Chief Executive Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

23. Compliance with All Laws. ASA shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Allocated Space, and shall at all times observe during ASA's use of the Allocated Space all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to health and safety, air and water quality, hazardous material, waste disposal, air emission and other environmental matters.

A. California Environmental Quality Act. ASA acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. ASA acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. ASA waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.



B. Hazardous Materials. ASA shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the Allocated Space, including but not limited to air, soil, and ground water conditions. ASA shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used,

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

stored, or disposed of in or about the Allocated Space and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, § 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to § (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to § 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

- i. **Notice.** ASA shall promptly notify the District in writing if ASA has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the Allocated Space or El Rancho school site in violation of Environmental Laws. ASA shall promptly provide copies to the District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Allocated Space or compliance with Environmental Laws. ASA shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by ASA to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. ASA shall promptly notify the District of any liens threatened or attached against the Allocated Space pursuant to any Environmental Laws.
- ii. **Inspection.** The District and the District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the District, may (but without the obligation or duty to do so), from time to time, inspect the Allocated Space to determine whether ASA is complying with ASA's obligations set forth in this section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and ASA may agree.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- iii. **Indemnification.** ASA's indemnification and defense obligations in this Agreement shall include any and all claims arising from any breach of ASA's covenants regarding hazardous materials under this section.

24. Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.

A. **Neighborhood Issues.** ASA agrees to reasonably cooperate with the District, the City of Chino, and any representatives of the neighborhood surrounding the El Rancho school site to address any and all concerns that may arise concerning ASA's impact on traffic near the El Rancho school site, or traffic during student drop-off and pick-up times during the school day, related to operations of ASA. ASA shall monitor traffic conditions surrounding the El Rancho school site and proactively take steps to maximize safety and minimize traffic congestion affecting the neighborhood community. ASA shall take continuing action to ensure that all ASA staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the El Rancho school site.



B. **Student Drop-off and Pick-Up.** ASA also agrees to take continuing action necessary to ensure that all student drop-off and pick-up activities occur solely in designated areas located on the El Rancho school site as part of ASA's Allocated Space.

C. **Complaints.** The District agrees to promptly forward any complaints or concerns which may be received regarding neighborhood traffic or parking to ASA to allow ASA to respond. ASA shall forward copies of all written comments and complaints received by ASA regarding traffic, parking, or ASA's use of the Allocated Space to the District within five (5) calendar days of receipt. ASA shall, in consultation with the District, timely respond to all comments and complaints, and shall provide copies of responses to all comments and complaints to the District within five (5) calendar days of ASA's response.

D. **Supervision.** It shall be the ongoing responsibility of ASA for the Term of this Agreement to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent volunteers and other invitees while on the Allocated Space. ASA shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in ASA's school-related activities.

25. Subcontract and Assignment. ASA shall not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

26. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

27. Entire Agreement of Parties. This Facilities Memorandum of Understanding, together with its attachment, and the District's March 29, 2020 Final Notification of Facilities Offered constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Allocated Space and/or other District facilities. In the event of a conflict between this Facilities Memorandum of Understanding and ASA's January 6, 2020 renewal charter petition, this Facilities Memorandum of Understanding shall control. This Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.

28. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a non-exclusive license is a valid form of agreement for use of the Allocated Space and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

29. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.



30. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

31. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

32. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

33. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

34. Incorporation of Recitals and Attachment. The Recitals and Attachment I Site Plan attached hereto are incorporated herein by reference.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

35. Board Approval. This Agreement shall become effective upon approval by the District's Governing Board followed by approval by ASA's Board of Directors.

36. Scanned/Electronic Signatures. This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

37. Attorneys' Fees. Each party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterparts such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2020.

CHINO VALLEY UNIFIED SCHOOL DISTRICT



Dr. Norm Enfield
Superintendent



Date

ALLEGIANCE STEAM ACADEMY-THRIVE



Dr. Sebastian Cogna
Chief Executive Officer

5-4-20
Date

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING


Approved and ratified on _____, 2020 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____
NOES: _____
Abstentions: _____

Dr. Norm Enfield
Secretary of the Board of Education

Approved and ratified on May 4, 2020 by the Allegiance STEAM Academy Inc. Board of Directors by the following vote:

AYES: 5
NOES: 0
Abstentions: 0



Dr. Sebastian Cognetta
Chief Executive Officer

NE: _____
SC: CA

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
May 7, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:30 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, May 7, 2020, at 5:30 p.m. with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer present via Zoom. Closed session was not recorded.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent (virtual)

Sandra H. Chen, Associate Superintendent, Business Services (virtual)

Grace Park, Ed.D., Associate Superintendent, CIIS (virtual)

Lea Fellows, Assistant Superintendent, CIIS (virtual)

Richard Rideout, Assistant Superintendent, Human Resources (virtual)

Gregory J. Stachura, Assistant Supt., Facilities, Planning, & Operations (virtual)

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 5:30 p.m. regarding conference with legal counsel anticipated litigation, and conference with labor negotiators A.C.T. and CSEA.

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 via Zoom at 6:00 p.m. with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer present. The Board met in closed session from 5:30 p.m. to 5:47 p.m. regarding conference with legal counsel anticipated litigation, and conference with labor negotiators A.C.T. and CSEA. No action was taken that required public disclosure.

2. Pledge of Allegiance

Board Member Andrew Cruz led the Pledge of Allegiance.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Absent due to the coronavirus social distancing protocol.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, addressed the Board regarding health and safety challenges facing staff; shared information about A.C.T. traditions including its awarding of scholarships to graduating seniors of A.C.T. members; thanked the Board for passing the resolution for Day of the Teacher; announced A.C.T. educators of the year including Annette Deming as secondary teacher of the year, and Jeannetta Altenburg as nurse of the year; thanked CSEA for all that it does; and acknowledged the work of the school Board and District staff.

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

The Board of Education was provided with complete copies of all emails that were received during the specified window of time for submission. Mary Butscher, Kevin Butscher, Faye Zhou, Allan Advincula, Krista Nash, Erin Erb, Erica Austin, Jeff Gavin, Sarah Schweitzer, and Alice Pastrana addressed the Board via email in support of reinstating three Butterfield Ranch ES teachers; Michael Enciso, Anthony and Nanci Pasquarelli, Linda Trout, Eric Jones, Denise Hobbensiefken, Tami Bishop, Desiree Armenta, Lorena Hernandez, Raquel Lio, Cynthia Reynoso, Cami Howard, Claudia Gonzalez, Jennifer Mccoy, Adriane Samano, Suparna Bonham, Nancy Taylor, Natasha Van Veldhuizen, David Matos, Lorena Vargas, Joe Luna, Randene Reyes, Monica Borges, Arlene Hernandez, Susan Derosier, Tammie Famble, Lesa Lasparro, Rafael and Rachel Ruiz, and Monica Vasquez, addressed the Board via email in support of alternative graduation ceremony options and asked the Board to consider them; and Becky Moon addressed the Board via email regarding safe pool reopening.

I.F. CHANGES AND DELETIONS

The following changes/deletions were read into the record: Item III.D.7., Bid 19-20-30F, Canyon Hills JHS and Townsend JHS—Interim Housing, struck Hamel Contracting Inc. and replaced with Bogh Engineering Inc. and struck the amount of \$300,008.00 and replaced with \$300,100.00.

II. ACTION**II.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****II.A.1. Proclamation for National School Nurse Day on May 6, 2020**

Moved (Gagnier) seconded (Na) carried unanimously (5-0) by roll call vote with Cruz, Gagnier, Hernandez, Na, and Schaffer voting yes to adopt the proclamation for National School Nurse Day on May 6, 2020.

II.B. HUMAN RESOURCES**II.B.1. Resolution 2019/2020-47 Classified School Employee Week/Semana de Empleado Clasificado de Escuela**

Page 11

Moved (Na) seconded (Blair) carried unanimously (5-0) by roll call vote with Cruz, Gagnier, Hernandez, Na, and Schaffer voting yes to adopt Resolution 2019/2020-47 Classified School Employee Week/Semana de Empleado Clasificado de Escuela.

II.B.2. Declaration of Need for Fully Qualified Educators for the 2020/2021 School Year

Page 13

Moved (Na) seconded (Gagnier) carried unanimously (5-0) by roll call vote with Cruz, Gagnier, Hernandez, Na, and Schaffer voting yes to approve the Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

III. CONSENT

Christina Gagnier pulled for separate action Item III.D.7. Moved (Na) seconded (Gagnier) carried unanimously (5-0) by roll call vote with Cruz, Gagnier, Hernandez, Na, and Schaffer voting yes to approve the remainder of the consent items, as amended.

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

Approved the minutes of the April 16, 2020 regular meeting.

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

Approved/ratified the warrant register.

III.B.2. Donations

Accepted the donations.

III.B.3. Legal Services

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

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

III.C.1. New Course: Physics in the Universe

Approved the new course Physics in the Universe.

III.C.2. Revision of Integrated Mathematics 3 Honors Course

Approved the revision of the Integrated Mathematics 3 Honors course.

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. Resolution 2019/2020-48, Authorization to Utilize a Piggyback Contract

Adopted Resolution 2019/2020-48, authorization to utilize a piggyback contract.

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

Approved the Notice of Completion for CUPCCAA Projects.

III.D.6. Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs—Chino HS Feeder Group

Approved the Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs—Chino HS Feeder Group.

III.D.7. Bid 19-20-30F, Canyon Hills JHS and Townsend JHS—Interim Housing

Moved (Na) seconded (Blair) motion carried (4-0, Gagnier recused herself) by a roll call vote with Cruz, Blair, Na, and Schaffer voting yes to award Bid 19-20-30F, Canyon Hills JHS and Townsend JHS—Interim Housing to Bogh Construction; FEC Electric, Inc.; and Hamel Contracting, Inc. Bogh Engineering Inc, as amended.

- III.D.8. Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations**
Awarded Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations to Oak Hills Concrete.
- III.D.9. Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels**
Awarded Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels to Hamel Contracting, Inc.
- III.D.10. CUPCCAA Bid 19-20-33I, Chino Valley Adult School Public Address System Renovation**
Approved CUPCCAA Bid 19-20-33I, Chino Valley Adult School Public Address System Renovation to Time & Alarm Systems.
- III.D.11. CUPCCAA Bid 19-20-45I, Cal Aero K-8 Flooring Renovation**
Awarded CUPCCAA Bid 19-20-45I, Cal Aero K-8 Flooring Renovation to New Image Commercial Flooring.
- III.D.12. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP#18)**
Approved the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP#18).
- III.D.13. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01)**
Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01).
- III.D.14. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02)**
Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02).
- III.D.15. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-05)**
Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-05).
- III.D.16. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 10-01)**
Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 10-01).

III.D.17. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01)

Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01).

III.D.18. Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01)

Approved the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01).

III.D.19. Change Order and Notice of Completion for Bid 19-20-16F, Cal Aero K-8 Additional Portables and Shade Shelter

Approved the Change Order and Notice of Completion for Bid 19-20-16F, Cal Aero K-8 Additional Portables and Shade Shelter.

III.D.20. Change Order and Notice of Completion for CUPCCAA Bid 19-20-27I, Chino Hills HS Auditorium Sound Booth Equipment Digital Conversion

Approved the Change Order and Notice of Completion for CUPCCAA Bid 19-20-27I, Chino Hills HS Auditorium Sound Booth Equipment Digital Conversion.

III.D.21. New Board Policy 3471 Business and Noninstructional Operations—Parcel Taxes

Approved the new Board Policy 3471 Business and Noninstructional Operations—Parcel Taxes

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Rejection of Claims

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

IV. INFORMATION

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

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

Received for information the San Bernardino County Superintendent of Schools Williams Findings Decile 1-3 Schools Third Quarterly Report 2019/2020.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

James Na spoke about the current pandemic situation and how it affects students, parents, staff, and families; spoke about a teacher he spoke with who is dealing with health issues; and thanked Butterfield Ranch ES students and parents for supporting their teachers.

Andrew Cruz said that he supports swimming activities being reopened; and encouraged everyone to do things in love and without fear.

Irene Hernandez-Blair spoke about resolutions that acknowledge staff for supporting students; sent a virtual hug to classified school employees for stepping up and doing what is necessary for student health and safety; and discussed graduation ceremony options in light of the pandemic.

Christina Gagnier spoke about managing the school District in the midst of COVID-19; spoke about making decisions that keep everyone safe; spoke about the Chino Valley Chamber of Commerce *Pitch* competition; acknowledged the business community for supporting students and dedicating resources; and thanked teachers for their time and attention in support of student education.

Superintendent Enfield acknowledged Day of the Teacher and National Nurses Day.

President Schaffer acknowledged Teacher Appreciation Week; acknowledged the upcoming Classified Employee Week; congratulated students who received A.C.T. scholarships; acknowledged the A.C.T. Teacher of the Year and Nurse of the Year; and acknowledged emails regarding alternative graduation options.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 6:41 p.m.

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: May 21, 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

\$2,003,903.23 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 21, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 21, 2020

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>HOPE Program</u>		
Koin Church	Hygiene Supplies	\$200.00
Koin Church	Gift Cards	\$600.00
<u>Briggs K-8</u>		
Edison International	Cash	\$100.00
<u>Ayala HS</u>		
Wells Fargo Foundation	Cash	\$50.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 21, 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: 2020/2021 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

=====
BACKGROUND

Administrative Regulation 1230 Community Relations – School Connected Organizations requires that any person or group of people desiring to raise money to benefit a student or students at one or more schools within the District shall request authorization to operate by applying to the Chino Valley Unified School District 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 2020/2021 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:wc

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
May 21, 2020**

**2020/2021 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

School

Organization

Townsend JHS
Townsend JHS
Townsend JHS

Music Boosters
Pageantry & Dance Boosters
PTSA

Chino HS

Band & Auxiliary Boosters

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

DATE: May 21, 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	-	-	\$ 135,144.07
Margaret A. Chidester & Associates	-	-	\$ 462,493.20
The Tao Firm	March/April 2020	\$ 8,312.50	\$ 70,207.50
	Total	\$ 8,312.50	\$ 667,844.77

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

\$ 8,312.50 to the General Fund.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: May 21, 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: DESIGNATION OF CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES TO LEAGUE FOR 2020/2021

=====

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Designation of California Interscholastic Federation Representatives to League for 2020/2021.

FISCAL IMPACT

None.

NE:GP:JAR:lar

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

Chino Valley Unified School District/Governing Board at its May 21, 2020 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Ruben S. Ayala High School
NAME OF REPRESENTATIVE Warren Reed POSITION Athletic Director
ADDRESS 14255 Peyton Dr. CITY Chino Hills ZIP 91709
PHONE 909-627-3584 FAX 909-548-6005 E-MAIL warren_reed@chino.k12.ca.us

NAME OF SCHOOL Ruben S. Ayala High School
NAME OF REPRESENTATIVE Diana Yarboi POSITION Principal
ADDRESS 14255 Peyton Dr. CITY Chino Hills ZIP 91709
PHONE 909-627-3584 FAX 909-548-6005 E-MAIL diana_yarboi@chino.k12.ca.us

NAME OF SCHOOL Chino High School
NAME OF REPRESENTATIVE Mike Hinkle POSITION Athletic Director
ADDRESS 5472 Park Place CITY Chino ZIP 91710
PHONE 909-627-7351 FAX 909-548-6004 E-MAIL mike_hinkle@chino.k12.ca.us

NAME OF SCHOOL Chino High School
NAME OF REPRESENTATIVE John Miller POSITION Principal
ADDRESS 5472 Park Place CITY Chino ZIP 91710
PHONE 909-627-7351 FAX 909-548-6004 E-MAIL john_miller@chino.k12.ca.us

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

Superintendent's or Principal's Name Norm Enfield, Ed.D. Signature _____
Address 5130 Riverside Dr. City Chino Zip 91710
Phone 909-628-1201 Fax 909-703-6101

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

Chino Valley Unified School District/Governing Board at its May 21, 2020 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Chino Hills High School
NAME OF REPRESENTATIVE Mykeal Terry POSITION Athletic Director
ADDRESS 16150 Pomona Rincon Rd. CITY Chino Hills ZIP 91709
PHONE 909-606-7540 FAX 909-548-6041 E-MAIL mykeal_terry@chino.k12.ca.us

NAME OF SCHOOL Chino Hills High School
NAME OF REPRESENTATIVE Randal Buoncristiani POSITION Principal
ADDRESS 16150 Pomona Rincon Rd. CITY Chino Hills ZIP 91709
PHONE 909-606-7540 FAX 909-548-6041 E-MAIL randal_buoncristiani@chino.k12.ca.us

NAME OF SCHOOL Don Lugo High School
NAME OF REPRESENTATIVE James Donoho POSITION Athletic Director
ADDRESS 13400 Pipeline Ave. CITY Chino ZIP 91710
PHONE 909-591-3902 FAX 909-548-6020 E-MAIL james_donoho@chino.k12.ca.us

NAME OF SCHOOL Don Lugo High School
NAME OF REPRESENTATIVE Kimberly Cabrera, Ed.D. POSITION Principal
ADDRESS 13400 Pipeline Ave. CITY Chino ZIP 91710
PHONE 909-591-3902 FAX 909-548-6020 E-MAIL kimberly_cabrera@chino.k12.ca.us

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

Superintendent's or Principal's Name Norm Enfield, Ed.D. Signature
Address 5130 Riverside Dr. City Chino Zip 91710
Phone 909-628-1201 Fax 909-703-6101

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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

\$6,329,729.90 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: May 21, 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
<p>B-2021-002 Quark Software, Inc. To provide maintenance agreement. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: June 1, 2020 - May 31, 2021</p>	<p>Contract amount: \$744.00 Funding source: General Fund</p>
CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-1920-219 Riverside County Superintendent of Schools. To provide reimbursement for substitute teacher cost for teachers attending Mathematical Reasoning with Connections second year and training. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: None Funding source: None</p>
<p>CIIS-1920-220 Parent Institute for Quality Education (PIQE). To provide parent training courses to cover up to 60 parent graduates. Submitted by: Chino HS Duration of Agreement: July 1, 2019 - June 30, 2020</p>	<p>Contract amount: \$7,000.00 Funding source: Title I</p>
<p>CIIS-2021-023 SoftIntegration Inc. To provide annual license renewal for Ch Professional Edition 8.0 software for 35 computers. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$300.00 Funding source: LCAP</p>
<p>CIIS-2021-024 University Davis Center for Integrated Computing and STEM Education. To provide electronic C-STEM curriculum and software for Integrated Math I with robotics. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$1,000.00 Funding source: LCAP</p>
<p>CIIS-2021-025 Kids Kan Inc. To provide staff development for 2020/2021 school year. Submitted by: Health Services/ASES Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$2,000.00 Funding source: ASES Grant</p>
<p>CIIS-2021-026 Schoolhouse Educational Services. To provide five year site license for Psychological Processing Analyzer (PPA). Submitted by: Special Education Duration of Agreement: September 20, 2020 - September 20, 2025</p>	<p>Contract amount: \$4,200.00 Funding source: Special Education</p>
<p>CIIS-2021-027 Fuel Education. To provide student licenses for Anywhere Learning system. Submitted by: Adult School Duration of Agreement: July 1, 2020 - June 30, 2023</p>	<p>Contract amount: \$89,350.00 Funding source: California Adult Education Program Grant</p>
<p>CIIS-2021-028 First 5 San Bernardino. To provide Nurturing Parenting classes and case management support to District families. Submitted by: Health Services/TYKES Duration of Agreement: July 1, 2020 - June 30, 2023</p>	<p>Contract amount: \$611,546.00 Funding source: First 5 SB Grant</p>
<p>CIIS-2021-029 ESGI LLC. To provide Educational Software for Guiding Instruction (ESGI) twelve month license subscription. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$12,665.00 Funding source: General Fund</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2021-030 SHI. To provide Hewlet Packard Enterprise Aruba support. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$31,208.80 Funding source: General Fund
CIIS-2021-031 Safari Montage. To provide Learning Object Repository (LOR) annual enterprise license renewal. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$99,456.14 Funding source: General Fund
CIIS-2021-032 Davis Demographics. To provide subscription renewal for school site locator. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$1,395.00 Funding source: General Fund
CIIS-2021-033 ViaTRON Systems Inc. To provide annual maintenance on Enterprise Content Management system. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$9,333.00 Funding source: General Fund
CIIS-2021-034 Turnitin, LLC. To provide service and maintenance to help instructors check student originality and give personalized feedback. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$34,355.55 Funding source: General Fund
CIIS-2021-035 Opentext. To provide fax and RightFax services and maintenance. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$5,608.61 Funding source: General Fund

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
Resolution 2015/2016-48 County of Los Angeles (COLA) Contract MA-IS-1640249-1 Awarded contractor: Xerox To provide Xerox photocopiers and services. Duration of Agreement: January 1, 2016 - December 31, 2016 Original Agreement Board Approved: February 18, 2016	Contract extended via County of Los Angeles. The new term ends December 31, 2020. Funding source: Various
CIIS-1920-064 Zenith Rehabilitation. To provide speech language pathology. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: June 20, 2019	Contract amount: increase from \$400,000.00 to \$700,000.00 Funding source: Special Education
CIIS-1920-066 Ukes Communication Services, Inc. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: June 20, 2019	Contract amount: increase from \$400,000.00 to \$430,000.00 Funding source: Special Education
CIIS-1920-067 Therapy Mantra, Inc. To provide speech/language therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: June 20, 2019	Contract amount: increase from \$800,000.00 to \$1,100,000.00 Funding source: Special Education
CIIS-1920-070 Pristine Rehab Care. To provide Occupational Therapist, Speech/Language Pathology. Submitted by: Special Education Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: June 20, 2019	Contract amount: increase from \$300,000.00 to \$330,000.00 Funding Source: Special Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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
 May 21, 2020

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Printer	HP	VNB3M07912	Glenmeade ES
Printer	HP	VNB3LS8147	Glenmeade ES
Keyboard	HP	E145614	Glenmeade ES
Keyboard	HP	KU-1469	Glenmeade ES
Keyboard	Dell	KB212-B	Glenmeade ES
Keyboard	HP	KU-1469	Glenmeade ES
Keyboard	HP	PR1101U	Glenmeade ES
Keyboard	HP	KU-1469	Glenmeade ES
Keyboard	Dell	CNORH6597354107UOSM2	Glenmeade ES
Keyboard	Dell	CNORH6597357107MOSP6	Glenmeade ES
Keyboard	Dell	CNORH6597357107S0213	Glenmeade ES
Keyboard	Dell	CNORH6597357108004JO	Glenmeade ES
Keyboard	Dell	CNORHF2Y7161617POS40AOO	Glenmeade ES
Keyboard	Dell	CNORH6597357107KOSL7	Glenmeade ES
Keyboard	Dell	CN04648 7161636J055MAOO	Glenmeade ES
Keyboard	Dell	CNORH6597357107QOSLO	Glenmeade ES
Keyboard	Dell	CNORH65973571072082J	Glenmeade ES
Keyboard	Dell	CN04G4817161636J0131AOO	Glenmeade ES
Keyboard	Dell	CNORH6597357108004GI	Glenmeade ES
Keyboard	Dell	CN04G4817161636KOBPWAOO	Glenmeade ES
Keyboard	Dell	CNORH6597357107MOSP4	Glenmeade ES
Keyboard	Dell	CN04G4817161636K03 MTAOO	Glenmeade ES
Keyboard	Dell	CN04G4817161636JOS84AOO	Glenmeade ES
Keyboard	Dell	CN04G4817161636K0AOQAOO	Glenmeade ES
Keyboard	Dell	CNORH6597357107MOSCH	Glenmeade ES
Keyboard	Dell	CNON6R8G738266B9041XA02	Glenmeade ES
Keyboard	Dell	CNORH659735710C1025R	Glenmeade ES
Keyboard	Dell	CN04G4817161636K06EWAOO	Glenmeade ES
Keyboard	Dell	CN01HF2Y7161617MOBJEAOO	Glenmeade ES
Keyboard	HP	672647-003	Glenmeade ES
Keyboard	Dell	CNORH65973571075031F	Glenmeade ES
Keyboard	Dell	CNORH6597357108JOOON	Glenmeade ES
Keyboard	Dell	CNORH6597357107MOSNR	Glenmeade ES
Keyboard	Dell	CNORH6597357107MOSNP	Glenmeade ES
Keyboard	HP	803181-001	Glenmeade ES
Keyboard	HP	697737-001	Glenmeade ES
Keyboard	Dell	CN0194XT7357112QOSILAOO	Glenmeade ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Keyboard	Dell	CNORH6597357108004KS	Glenmeade ES
Keyboard	Dell	CNORH6597357107QOSQH	Glenmeade ES
Keyboard	Dell	CORH6597357108004JP	Glenmeade ES
Keyboard	Dell	CN04G4817161636K08PJA00	Glenmeade ES
Keyboard	Dell	CN04G4817161636K0BNSA00	Glenmeade ES
Mouse	Dell	64008776	Glenmeade ES
Mouse	Logitech	810-000207	Glenmeade ES
Mouse	Dell	CN011D3V7158136H16UG	Glenmeade ES
Mouse	Dell	CN011D3V7158107C2F7Q	Glenmeade ES
Mouse	Dell	CN011D3V71581137160Z	Glenmeade ES
Mouse	Dell	CN011D3V7158117F040P	Glenmeade ES
Mouse	HP	674316-001	Glenmeade ES
Mouse	Dell	CN011D3V7158137FOXSX	Glenmeade ES
Mouse	Dell	CN011D3V715811370269	Glenmeade ES
Mouse	Dell	F0201635	Glenmeade ES
Mouse	Dell	CN89RRC744751078015A	Glenmeade ES
Mouse	Dell	CN09RRC744751078010	Glenmeade ES
Mouse	Dell	CN011D3V7158105S19XW	Glenmeade ES
Mouse	Dell	CN09RRC74475107801CB	Glenmeade ES
Mouse	Dell	CN01103V7158142A006V	Glenmeade ES
Mouse	Dell	CN011D3V7158107C2F61	Glenmeade ES
Mouse	Dell	CNODVORH7161671J0614	Glenmeade ES
Mouse	Dell	CN01103V7158117FOBRO	Glenmeade ES
Mouse	Dell	CN01103V715810B10US3	Glenmeade ES
Mouse	Dell	CN011D3V71581300004	Glenmeade ES
Mouse	Dell	CN01103V7158137FOWLM	Glenmeade ES
Mouse	Dell	CN09RRC74475107800VY	Glenmeade ES
Mouse	Dell	CN01103V7158136HOVSE	Glenmeade ES
Mouse	Dell	CN01103V7158137FOX12	Glenmeade ES
Mouse	Dell	CN011D3V7158107C2EZ2	Glenmeade ES
Mouse	Dell	CN09RRC74475107800HF	Glenmeade ES
Mouse	Dell	CN011D3V71S8107C2F6G	Glenmeade ES
Mouse	Dell	CN1103V7158136A21T2	Glenmeade ES
Mouse	Dell	CN01103V7158107C22UQ	Glenmeade ES
Mouse	Dell	CN09RRC74475107806AS	Glenmeade ES
Mouse	Dell	CN09RRC74475107081ZL	Glenmeade ES
Mouse	Dell	CN01103V7158107G2J7P	Glenmeade ES
Mouse	Dell	CN09RRC744751078007V	Glenmeade ES
Mouse	Dell	CN011D3V7158137FOWUP	Glenmeade ES
Mouse	Dell	CN011D3V7158136A21TO	Glenmeade ES
Mouse	Dell	CN011D3V715811610CI1	Glenmeade ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Mouse	Dell	CN011D3V7158107C227S	Glenmeade ES
Mouse	Dell	CN09RRC744751078008Z	Glenmeade ES
Mouse	Dell	CN09RRC744751078014Y	Glenmeade ES
Mouse	Logitech	810-000207	Glenmeade ES
Tower	Dell	36136	Glenmeade ES
Tower	Dell	36131	Glenmeade ES
Tower	Dell	36134	Glenmeade ES
Tower	Dell	36135	Glenmeade ES
Tower	Dell	36100	Glenmeade ES
Tower	Dell	36109	Glenmeade ES
Tower	Dell	36133	Glenmeade ES
Tower	Dell	36141	Glenmeade ES
Tower	Dell	307 RM1305	Glenmeade ES
Tower	Dell	307 RM06-STU02	Glenmeade ES
Tower	Dell	35693	Glenmeade ES
Tower	Dell	36127	Glenmeade ES
Tower	Dell	36096	Glenmeade ES
Tower	Dell	36099	Glenmeade ES
Tower	Dell	36101	Glenmeade ES
Tower	Dell	35694	Glenmeade ES
Tower	Dell	36130	Glenmeade ES
Tower	Dell	36129	Glenmeade ES
Tower	Dell	39493	Glenmeade ES
Tower	Dell	41528	Glenmeade ES
Tower	Dell	41534	Glenmeade ES
Tower	Dell	41513	Glenmeade ES
Tower	Dell	41533	Glenmeade ES
Tower	Dell	41517	Glenmeade ES
Tower	Dell	41522	Glenmeade ES
Tower	Dell	56448	Glenmeade ES
Tower	Dell	41515	Glenmeade ES
Tower	Dell	39492	Glenmeade ES
Tower	Dell	41523	Glenmeade ES
Tower	Dell	41518	Glenmeade ES
Tower	Dell	41536	Glenmeade ES
Tower	Dell	41519	Glenmeade ES
Tower	Dell	41531	Glenmeade ES
Tower	Dell	41527	Glenmeade ES
Tower	Dell	41524	Glenmeade ES
Monitor	Dell	CNOKG49T742613842VEU	Glenmeade ES
Monitor	Dell	CNOKG48T7426137F1M6U	Glenmeade ES
Monitor	Dell	CNOKG49T7426137F20EU	Glenmeade ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Monitor	Dell	CNOKG49T742613842JGU	Glenmeade ES
Monitor	Dell	CNOKG49T7426137F20UU	Glenmeade ES
Monitor	Dell	CNOKG49T7426137F1U4U	Glenmeade ES
Monitor	Dell	CNOKG49T742613841W5U	Glenmeade ES
Monitor	Dell	CNOKG49T742613841VUU	Glenmeade ES
Monitor	Dell	CNOKG49T742613841WOU	Glenmeade ES
Monitor	Dell	CNDC730C716230613983	Glenmeade ES
Monitor	Dell	CNDC730C7162307US917	Glenmeade ES
Monitor	Dell	CNDC730CJ76230614021	Glenmeade ES
Monitor	Dell	MXOP513R7072508SOTKS	Glenmeade ES
Monitor	Dell	CNOC730C176230AF4725	Glenmeade ES
Monitor	Dell	CNOF028J728729211VJS	Glenmeade ES
Monitor	Dell	CNOC730CI76230613955	Glenmeade ES
Monitor	Dell	CNDC730C1762307U5904	Glenmeade ES
Monitor	Dell	CNDC730CI76230711649	Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell	CNDC730CI762307188291	Glenmeade ES
Monitor	Dell	CNDC730C176230613918	Glenmeade ES
Monitor	Dell	CNDC730CI762307U5907	Glenmeade ES
Monitor	Dell	CNDC730CI762307U5903	Glenmeade ES
Monitor	Dell	CNDC730C1762307U5866	Glenmeade ES
Monitor	Dell	CNDC730CI762307US909	Glenmeade ES
Monitor	Dell		Glenmeade ES
Monitor	Dell	CNDC730CI 76230614082	Glenmeade ES
Monitor	Dell	CNDC730C1762305S1560	Glenmeade ES
Monitor	Dell	CNDC730C1762301882989	Glenmeade ES
Monitor	Dell	CNOC730C17623007US884	Glenmeade ES
Monitor	Dell	CNDC730CI762300811275	Glenmeade ES
Monitor	Dell	CNDC730C17623008H230S	Glenmeade ES
Monitor	Dell	CNDC730C1762300765902	Glenmeade ES
Monitor	Dell	CNDC730C1762300765925	Glenmeade ES
Monitor	Dell	99704HS18W-01	Glenmeade ES
Laptop	Dell	42739	Glenmeade ES
Laptop	Dell	57793	Glenmeade ES
Laptop	Dell	57776	Glenmeade ES
Laptop	Dell	42742	Glenmeade ES
Laptop	Dell	57780	Glenmeade ES
Laptop	Dell	57802	Glenmeade ES
Laptop	Dell	44939	Glenmeade ES
T.V.	Samsung	13043	Glenmeade ES

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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 2019/2020-49, 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
2019/2020-49	State of California Multiple Awards Schedule (CMAS) 4-13-72-0008C	Shaw Industries, Inc.	Floor Covering	7/19/2013-3/14/2023

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-49, Authorization to Utilize a Piggyback Contract.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2019/2020-49
Authorization to Utilize the State of California Multiple Awards Schedule
(CMAS) 4-13-72-0008C With Shaw Industries, Inc.
to Purchase Floor Covering
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 floor covering for the District;

WHEREAS, CMAS currently has a piggyback contract, 4-13-72-0008C, 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 floor covering through the piggyback contract procured by the CMAS 4-13-72-0008C.

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 floor covering through the piggyback contract originally procured by the CMAS 4-13-72-0008C 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 floor covering in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-13-72-0008C.

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 19, 2013, for the term ending March 14, 2023.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 21st day of May 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: May 21, 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
Maggie Bunten, Director, Technology

SUBJECT: RESOLUTION 2019/2020-50, AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES AND APPROVAL OF DELL FINANCIAL SERVICES LEASE PURCHASE AGREEMENT NO. 597571-63667 AS AMENDED BY AMENDMENT NO. 1 AND ASSOCIATED LEASE SCHEDULE

=====

BACKGROUND

The purpose of the proposed Agreement between Dell Financial Services, and Chino Valley Unified School District is to provide new Dell server equipment. The District has existing Nutanix server equipment that is five years old. In order to modernize and improve the reliability of our server equipment and services, the District researched and requested multiple server equipment quotes. After careful review of two server equipment quotes, including performance assessments and vendor interviews, Sidepath was selected. The District's traditional server architecture has also been based on individual servers installed at each individual school site throughout the District. This has proven to be an inefficient solution, requiring extra time and resources to adequately maintain, as detailed below:

1. Equipment Purchase Costs
 - a. Multiple individual servers must be purchased for each school site.
 - i. Approximate cost of a new physical server ranges from \$8,000.00 - \$10,000.00 based on use requirements.
 - ii. Currently the District has a total of 35 physical servers deployed throughout the District.

- iii. Maintenance cycles require manual effort to upgrade and maintain hardware components (i.e. bad hard drives, corrupted memory, etc.).
 - b. Backup power supply units (UPS) must be purchased for each site.
 - i. Batteries on these UPS systems go bad and require replacement, often with no indication until a power outage occurs.
2. Unused Resources
- a. Physical servers are equipped with larger amounts of memory, hard drive space, and processing power. However, specific applications hosted on these servers might not make full use of these resources, which results in unused resources available on the servers.

Considerations:

The District's Technology Department has been working to centralize management of servers throughout the District. Additional benefits of a centralized data center solution are outlined below:

- 1. Consolidation of individual servers, thereby reducing the need for physical servers at each location.
- 2. Data center at District Office has a built-in central backup power system that includes a connection to a generator that will allow servers to continue to function for several hours during a power outage.
- 3. Overall, the District will experience less power consumption and greater reliability at each individual school site.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-50, authorizing the purchase of computer equipment and related services and approval of Dell Financial Services Lease Purchase Agreement No. 597571-63667 as amended by Amendment No.1 and associated lease schedule.

FISCAL IMPACT

\$455,193.75 to General Fund 01.

NE:GJS:agh:mb:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2019/2020-50

**AUTHORIZING THE PURCHASE OF
COMPUTER EQUIPMENT AND RELATED SERVICES AND APPROVAL OF DELL
FINANCIAL SERVICES LEASE PURCHASE AGREEMENT NO. 597571-63667 AS
AMENDED BY AMENDMENT NO. 1 AND ASSOCIATED LEASE SCHEDULE**

WHEREAS, the Governing Board (the “Board”) of the Chino Valley Unified School District (the “District”) has determined that a true and very real need exists for the acquisition of computer equipment and related services as specified in Exhibit “A” (the “Property”); and

WHEREAS, the governing board of a school district may, under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, pursuant to California Public Contract Code section 20118 and California Government Code section 6500, *et seq.*, the District participates in the National Association of State Procurement Officials (“NASPO”) under the Western State Contract Alliance (“WSCA”) program, a multi-state purchasing group for governmental entities and school districts; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the Property from Sidepath, Inc. an authorized reseller of EMC Corporation, through a bid procured by the NASPO and the WSCA (“WSCA”), and pursuant to the California Participating Addendum No. 7-15-70-34-004 to the Computer Equipment Master Agreement No.: MNWNC-109 (“Agreement”); and

WHEREAS, the governing board of a school district, under Education Code section 17597 may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment or other majority items of equipment owned by, or to be owned, by the district, if the purchaser agrees to lease the equipment back to the district for use by the district following the sale; provided the governing board finds, by resolution, that the meaning of this Section, and that the sale and leaseback is the most economical means for providing electronic data processing equipment or other major items of equipment to the District; and

WHEREAS, the Board of the District has by this Resolution determined the need for the Property, and authorized the lease/purchase of such Property with Dell Financial Services L.L.C. (the “Lessor”), pursuant to the attached Master Lease Agreement No. 597571-63667, dated May 5, 2020, as amended by Amendment 01 dated May 5, 2020, and associated Lease Purchase Schedule No. _____ (the “Lease”), attached hereto as Exhibit “B”; and

WHEREAS, the Board of the District has determined that this Lease arrangement is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the Property, pursuant to Public Contract Code section 20118 and California Government Code section 6500 *et seq.*, to be in the best interest of the District.

Section 3. The Board hereby finds and determines the Property fits within the meaning of Education Code section 17597, and the Lease provides the most economical means for providing the Property to the District.

Section 4. The form of the Lease by and between the District and Lessor presented at this meeting, and on file with the District, is hereby approved. The Superintendent or Superintendent’s designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to Lessor the Lease and such other financing and related documents as necessary to the completion of the transaction contemplated by the Lease with such changes therein as such officer or person may require and approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The District’s obligations under such Lease shall be subject to annual appropriation or renewal as set forth in the Lease, and the Lease shall contain such options to purchase by the District as set forth therein.

Section 6. The Superintendent or Superintendent’s designee is hereby authorized and directed to do any and all things, and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 7. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Chino Valley Unified School District, San Bernardino County, State of California, this 21st day of May 2020 by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

Exhibit “A”

Description of property

(Attached)



22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Quotation

Date: 04/20/20
Quotation #: SIDQ25925-11
Valid Until: 05/20/20
Prepared By: Adam Boone
Project ID: SIDPROJECT23331

Bill To:

Chino Valley Unified School District
Attn: Maggie Bunten
5130 Riverside Dr
Chino, CA 91710-4130

Phone: (909) 628-1201
Email: maggie_bunten@chino.k12.ca.us

Ship To:

Chino Valley Unified School District
Attn: Maggie Bunten
5130 Riverside Dr
Chino, CA 91710-4130

Phone: (909) 628-1201
Email: maggie_bunten@chino.k12.ca.us

Qty	Item Code	Description	Unit Price	Ext. Price
Sidepath Software Defined Data Center Solution				
		NASPO# MNWNC-109 State Addendum #7-15-70-34-004		
Dell EMC VxRail 6 Node Solution 5 Years Support			SWS11622393-V1	
6		Dell VxRail P570	\$70,750.00	\$424,500.00
	SYSP5701SVADVF	VxRail 14G P570 2U1N 1S vSAN ADV AF	\$3,205.56	\$3,205.56
	CAPSSDSATA3.84TBF	(10) VxR 3.84TB Capacity SATA 2.5in SSD F	\$931.11	\$9,311.10
	TPM2.0MODULEAF	VxRail-500 TPM 2.0 MODULE AF	\$46.67	\$46.67
	PS1600W-250VACF	VxRail-500 DUALHOTPLG 1600W PS-250VAC F	\$395.56	\$395.56
	INSTGR13USAR740	VxRail-500 USA SHIPMOD GR1300	\$45.56	\$45.56
	PWR200VRACK	(2) C13-C14 PDU RACK PWR CRD 2M N. AM	\$0.00	\$0.00
	1SP570HSDM125GR	VXRAIL-500 1SP570 125GR CHASSIS,FAN,HSK	\$983.33	\$983.33
	VXR-14G-MGR-DE-4.7	VxRail Software Image V4.7=MA	\$0.00	\$0.00
	HBA330CTRL1SF	VxRail-500 PercHBA330RAIDCTR MINI12Gb1SF	\$84.44	\$84.44
	PROGD62481SF	VXR INTEL CPU GD 6248 2.5G, 20C/40T 1S F	\$2,136.67	\$2,136.67
	RISER740CNFG1SNGL	VxRail-500 RISER R740 CONFIG1	\$305.56	\$305.56
	VXRNOADDDPROC	VxR No Additional processor for Gen 2	\$0.00	\$0.00
	MEM64GB2933MTF	(6) VxRail Memory 64GB 2933MT RDIMM F	\$655.18	\$3,931.08
	NDCSFP28DP25GF	VxRail-500 NDC SFP28 DP 25GB F	\$314.44	\$314.44
	RDIMM2933INFO	VxRail FactoryOrd Rq 2933Mhz RDIMM	\$0.00	\$0.00
	RRAILKIT2U1NNOCMFAF	VxRail-500 B6 READYRAILS IIW/OCMA 2U1NAF	\$70.00	\$70.00
	INSTLKITSFP28F	VxRail-500 INSTALL KIT SFP28 25GB F	\$9.31	\$9.31
	CACHEMUDRV1.6TBF	(2) VxR Mixed Use 1.6TB 2.5 Cache F	\$975.56	\$1,951.12
	NICXFH2X25GBSFP28F	VxRail-500 FH PCIE 2X25GBE SFP28 F	\$314.44	\$314.44
	458-002-517	VxRail VMware vSAN Advanced	\$0.00	\$0.00
	456-113-801	VxRail VMware vSAN Advanced 5Y Maint=IG	\$0.00	\$0.00
	M-PSM-SW-J-006	PROSUPPORT W/MC VSAN ADV SW SUPPORT	\$0.00	\$0.00

If you have any questions regarding this quotation, please contact:
Michael Back | (310) 200-2261 | michael@sidepath.com

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No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.***

Qty	Item Code	Description	Unit Price	Ext. Price
	458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	\$0.00	\$0.00
	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$0.00	\$0.00
	456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	\$0.00	\$0.00
	VXROSGDPROCSF	VxRail HCI System Software(G F)=IG	\$2,367.36	\$2,367.36
	VXRO3.84SATAF	(10) VxR HCI System Softwre(CAP 3.84 SATA)=CF	\$827.78	\$8,277.80
	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$9,000.00	\$9,000.00
	M-PSM-HW-J-002-5Y	PROSUPPORT W/MC VSAN ADV HW SUPP 5 YEAR	\$26,000.00	\$26,000.00
	M-PSM-SW-J-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,000.00	\$2,000.00
Professional Services				
1	SID-PS-VXRAIL-IMP-BAS	Services include implementation of Dell EMC's VxRAIL hyper-converged infrastructure (HCI) platform for up to six (6) node models configured within one cluster at one location. VxRAIL cluster deployment includes the full physical installation, configuration, and knowledge transfer of the HCI appliances and the value-add components including vSphere vCenter, VxRAIL Manager, vRealize Log Insight, and continuous data protection (CDP) via Recoverpoint for VMs (RP4VMs). Services excluded, but available via alterative offerings, include continuous remote replication (CRR) via RP4VM, Cloud Array, and data migration services.	\$15,000.00	\$15,000.00
40	SID-PS-SVC-HR-BAU-BAS	Sidepath Professional Services: Services are provided at an hourly bill rate up to the amount of hours purchased or the work has been completed. Sidepath will only invoice for the amount of hours actually consumed and project may be considered closed at the customer's direction. A minimum consideration of four (4) hours is required for onsite service requests unless otherwise specified. Sidepath will invoice against a signed quote or PO on, or near, the first business day of each month for all hours worked during the period. Contract period auto-expires 365 days from date Purchase Order issued unless canceled in writing by Customer or Sidepath.	\$195.00	\$7,800.00
1		Discounting	-\$7,800.00	(\$7,800.00)
		SubTotal		\$439,500.00
Dell Technologies World tickets				
2		Dell Technologies World tickets	\$2,495.00	\$4,990.00
1		Discounting	-\$4,990.00	(\$4,990.00)
Special Terms				
		5 yearly payments are offered at 0% interest based on a Dell Financial Services financing option. Chino Valley USD will own the equipment outright at the conclusion of the payments. Chino Valley USD will also need to sign a contract with Dell Financial Services to enable the payments.		

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	\$439,500.00
Taxes	\$15,693.75

If you have any questions regarding this quotation, please contact:

Michael Back | (310) 200-2261 | michael@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.

No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Shipping	\$0.00
Grand Total	\$455,193.75

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath does not collect sales tax for orders shipped out of the state of California. It will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

If you have any questions regarding this quotation, please contact:
Michael Back | (310) 200-2261 | michael@sidepath.com

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EXHIBIT “B”

**Master Lease Agreement No. 597571-63667, dated May 5, 2020, as amended by
Amendment 01 dated May 5, 2020, and associated Lease Purchase Schedule
No. _____ (the “Lease”)**

(Attached)



**CHINO VALLEY UNIFIED SCHOOL DISTRICT
Amortization Schedule 810-6820644-001
Exhibit 'B'**

PAYMENT #	OPENING BALANCE	RENT	INTEREST	PRINCIPAL	BALANCE	PURCHASE PRICE
	439,500.00					
DLED*	(32,962.50)				406,537.50	
1	406,537.50	87,900.00	-	87,900.00	318,637.50	331,822.50
2	318,637.50	87,900.00	12,928.03	74,971.97	243,665.53	256,850.53
3	243,665.53	87,900.00	9,886.21	78,013.79	165,651.74	178,836.74
4	165,651.74	87,900.00	6,720.96	81,179.04	84,472.70	97,657.70
5	84,472.70	87,900.00	3,427.30	84,472.70	0.00	-

*DFS Lease Equipment Discount

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2020/2021 SCHOOL YEAR

=====

BACKGROUND

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2020/2021 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, 32, and 33.

Nonpublic schools provide “appropriate special educational facilities, special education or designated instruction and services required by the individual with exceptional needs when no appropriate public education program is available.” Spectrum schools recognize the diversity of our student populations and our students’ special needs and provide a full range of support services that complement the academic programs, life skills training and transition services. Spectrum offers all support services recommended through a student’s individualized education program.

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

RECOMMENDATION

It is recommended the Board of Education approve the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2020/2021 school year.

FISCAL IMPACT

\$1,143.35 charged to Spectrum Center, Inc. per classroom per month.

NE:GJS:pw

LICENSE AGREEMENT BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND
SPECTRUM CENTER INC.
FOR THE USE OF REAL PROPERTY

THIS LICENSE AGREEMENT (“License” or “Agreement”) is approved and entered into as of this ___ day of _____, 2020 (“Effective Date”), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “LICENSOR”) and **SPECTRUM /CENTER, INC.** a California Nonpublic Nonsectarian Certified School (the “LICENSEE”). LICENSOR and LICENSEE may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, LICENSOR is the owner of certain real property located at 15650 Pipeline Avenue, Chino Hills, CA commonly known as the Alternative Education Center site (“AEC Property”) as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, LICENSEE desires use of a portion of the AEC Property for operating its private nonpublic school program; and

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 16, 17, 18, 32 and 33, (“Exclusive Use Facilities”) at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the Parties desire by this License to provide for the terms and conditions for the use of the AEC Property.

AGREEMENT

NOW, THEREFORE, the parties hereto for good and valuable consideration, covenant and agree as follows:

Section 1. Grant of License and Use of Shared and Exclusive Use Facilities.

(a) In consideration of the License Fee set forth in this Agreement, LICENSOR grants a non-exclusive license to LICENSEE to use Classrooms 14, 15, 16, 17, 18, 32 and 33 (“Exclusive Use Facilities”) at the AEC Property, as designated in **Exhibit B**, as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, Sixty-Nine (69) Parking Spaces in Front Parking Lot, Covered Drop-off/Pick-up area, and Common Hallways (“Shared Use Facilities”) at the AEC Property, as designated in **Exhibit B**, for the sole purpose of operating LICENSEE’s private nonpublic school program (“Program”).

Section 2. License Fee

(a) **License Fee.** LICENSEE shall pay a fee of Eight Thousand Three Dollars and Forty Five Cents (\$8,003.45) per month, for seven (7) classrooms at rate of One Thousand One Hundred Forty-Three Dollars and Thirty Five Cents (\$1,143.35) per classroom, as a License Fee for the use of the Shared Use Facilities and all the Exclusive Use Facilities. The first payment of \$8,003.45 is due upon execution of this Agreement and subsequent payments are due on or before the first of each month. If LICENSOR does not receive any such monthly payment of the License Fee or any other sum due from LICENSEE by 4:00 p.m. within ten (10) business days after such amount is due, LICENSEE shall pay to LICENSOR, as an additional License Fee, a late charge equal to ten percent (10%) of such overdue amount. LICENSEE acknowledges any late charge assessed shall represent a fair and reasonable estimate of the costs LICENSOR will incur by reason of late payment by LICENSEE. Acceptance of late sums by LICENSOR shall in no event constitute a waiver of LICENSEE’s default with respect to any overdue amount, nor prevent LICENSOR from exercising any of its other rights and remedies granted hereunder.

(b) **Additional Classrooms.** LICENSEE will be charged One Thousand One Hundred Forty-Three Dollars and Forty Five Cents (\$1,143.45) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

(c) **Disputes.** If LICENSEE disputes any part of the License Fee, LICENSEE shall pay the undisputed portion per the terms provided in Section 2(a) above. LICENSOR and LICENSEE agree the first attempt to resolve the dispute is that LICENSEE shall prepare and send to LICENSOR a written notice of dispute of the License Fee with the following information (1) a statement of facts of the dispute and (2) specific resolution sought by LICENSEE, and within thirty (30) business days from receipt of the notice of dispute, LICENSOR’s representatives shall prepare and send a written response to the dispute. If LICENSEE finds LICENSOR’s written response agreeable, LICENSEE shall prepare and send a written notice indicating the dispute has been resolved. If LICENSEE disagrees with LICENSOR’s written response, LICENSEE shall prepare a written request to informally meet with LICENSOR representatives to resolve the dispute until the dispute has been resolved. Upon resolving the dispute, LICENSEE shall pay LICENSOR the disputed part of the License Fee within three (3) business days.

Section 3. Term

(a) Subject to Section 10 of this License, the term of this License shall be one (1) year ("Term"), unless mutually extended in writing by both parties.

(b) The commencement date shall be July 1, 2020 and unless sooner terminated under any provision hereof, this License shall end on June 30, 2021.

Section 4. Conditions of Licensee's Use

(a) **Civic Center Act.** LICENSEE shall have use of the Shared Use Facilities and the Exclusive Use Facilities for the operation of its Program during its regular school hours; provided, however that after 4:00 PM during each week and all day on weekends and holidays, the AEC Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code section 38130 *et seq.*) and/or any joint use or recreational program use that has been deemed appropriate by LICENSOR.

(b) **Non-Interference with LICENSOR Activities.** This License shall not grant LICENSEE the right to interfere with any activities of LICENSOR at the AEC Property. LICENSEE agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of current programs' use of the AEC Property including the Alternative Education Center, the Chino Valley Learning Academy, the Hope Family Resource Center, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

(c) **Rules of Conduct.** LICENSEE shall be responsible for implementing rules of public conduct for all students, staff, parent volunteers, and other invitees while on the AEC Property and for ensuring all of LICENSEE's students, staff, parent volunteers, and all other invitees adhere at all times to LICENSEE's standards of public conduct. There is to be no consumption of intoxicating beverages or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the AEC Property. LICENSEE shall ensure its staff, volunteers, and visitors wear identification badges with the word "Spectrum" in a prominent font color and type at all times during LICENSEE's use of the Shared Use Facilities.

(d) **Supervision and Safety.** It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2020.

(e) **Security; Locks – Keying and Access Authorization.** LICENSEE and LICENSOR acknowledge that LICENSOR is responsible for ensuring the security of the AEC Property through security systems and devices, including, but not limited to locks and gates. LICENSEE is required at all times to maintain the security of the AEC Property by the proper use of all of LICENSOR's security systems. LICENSOR shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorizations at the AEC Property and LICENSEE's Shared Use Facilities and Exclusive Use Facilities. LICENSOR shall provide LICENSEE with one or more set of keys necessary to access the AEC Property, the Shared Use Facilities and Exclusive Use Facilities. Prior to the handing over of any keys to LICENSEE, LICENSEE shall deposit with LICENSOR \$500.00 for each set of keys it is provided with. LICENSOR shall return the deposit, less any costs for lost keys, to the LICENSEE within ten (10) business days of termination of the Agreement. LICENSOR may require that LICENSEE return all keys issued to LICENSEE at any time.

(f) **Utilities.** LICENSEE shall be responsible for payment of utility services costs during LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities during the Term. LICENSOR shall secure all necessary utility services (such as water, sewer, power, gas, pest management and insect control, security monitoring/alarm, fire extinguisher maintenance, etc.) and bill LICENSEE monthly for its proportionate share of utility services in the amount of \$1.88 per square foot. The utility services bill is in addition to the monthly license rate of \$1,143.35 per classroom. Said invoice shall itemize LICENSEE's share of the total costs of utility services. LICENSEE shall promptly pay to LICENSOR its share of such utility costs within thirty (30) business days of receipt of such invoice from LICENSOR. LICENSEE shall also be invoiced at the rate of \$20.00 per student per year for access to LICENSOR's data lines which provide Internet service. LICENSEE shall secure phone services at its own cost.

(g) **Access/Scheduling.** LICENSEE will have access to its Exclusive Use Facilities between 6:00 a.m. and 6:00 p.m. on Monday through Friday, and may use Shared Use Facilities during designated times. A proposed daily schedule for LICENSEE's use of Shared Use Facilities is attached as **Exhibit D**. LICENSEE may request use of Shared Use Facilities outside of the designated times by submitting a written request to the LICENSOR at least seven (7) business days in advance of the proposed use. LICENSOR may allow or deny such request at its sole discretion.

(h) **Schedule of Use for Shared Use Facilities.** LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school's use of Shared Use Facilities during the 2020-2021 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office.

(i) **Conditions for Shared Use Facilities.** LICENSEE shall be responsible for ensuring that all Shared Use Facilities remain clean, in good condition, and in working order after each scheduled use. LICENSEE shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Use Facilities without a LICENSEE employee present to supervise. LICENSEE shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC Property that is not specifically allocated for LICENSEE's shared use in this Agreement.

1. **Upper Playground.** LICENSOR shall allow LICENSEE shared use of the Upper Playground but only during designated times. LICENSEE shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.
2. **Athletic Fields.** LICENSOR shall allow LICENSEE shared use of the Athletic Fields during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's athletic field equipment from the Athletic Fields.
3. **Paved Play-Space/Basketball Courts.** LICENSOR shall allow LICENSEE shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit D**. LICENSEE shall not remove any of LICENSOR's play-space equipment from the Paved Play-Space/Basketball Courts.
4. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** LICENSOR shall allow LICENSEE shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. LICENSEE agrees that it will not at any time reserve spaces in the Front Parking Lot for LICENSEE's exclusive use. LICENSEE shall not abandon any inoperative vehicles or equipment on any portion of the Front Parking Lot.
5. **Restrooms in Buildings A, C, and G.** LICENSOR shall allow LICENSEE shared use of Restrooms in Buildings A, C, and G. LICENSEE shall immediately report to the Director of Alternative Education Center or his or her designee any unsanitary or unsafe conditions any LICENSEE employees observe in these Restrooms during school hours.
6. **Covered Drop-off/Pick-up.** LICENSOR shall allow LICENSEE shared use of the Covered Drop-off/Pick-up area, located in between Buildings D and G in the Front Parking Lot, only during designated times as provided for in **Exhibit D**. LICENSEE agrees that it will instruct all parents and guardians that once parents and guardians enter the Front Parking Lot from Pipeline Ave, students will only be dropped-off and picked-up at the Covered Drop-Off/Pick-Up Area. LICENSEE agrees that it will ensure its

employees supervise all of LICENSEE's students at all times during drop-off and pick-up at the designated area and at designated times.

7. **Common Hallways.** LICENSOR shall allow LICENSEE students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to Shared Use Facilities described above, and only when supervised at all times by a LICENSEE employee.

(j) **Conditions for Exclusive Use Facilities.** LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 17, 18, 32 and 33).

(k) **School Hours; Holiday/Break Schedule.** LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2020. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

(l) **Meetings.** LICENSEE may submit a written request for a meeting with the Director of Alternative Education Center as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with LICENSEE's shared use space. When an emergency arises that involves LICENSEE students' use of Shared Use Facilities, LICENSEE may contact the Director of Alternative Education Center by phone and/or submit a written request for an emergency meeting by email.

(m) **Entrance to Facilities.** LICENSEE shall be responsible for ensuring all of its students, parents, volunteers, and visitors utilize one main gate for entry and exit to LICENSEE's Exclusive Use Facilities from the Front Parking Lot, depicted with a "Y" as LICENSEE's Main Entrance and Exit in **Exhibit B**.

(n) **Emergency Procedures/Drills.** LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2020 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

(o) **Student Discipline.** The Director of Alternative Education will collaborate with Spectrum Center site supervisor to resolve student disciplinary issues that involve students and/or property of LICENSEE and LICENSOR, the Alternative Education Center, the Chino Valley Learning Academy, and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, according to LICENSOR's Board

Policies and Administrative Regulations regarding student discipline. LICENSEE shall not contact Sycamore Academy of Science and Cultural Arts-Chino Valley charter school representatives regarding student discipline issues. LICENSOR shall have no legal responsibility at any time for the control or the discipline of any of LICENSEE's students.

(p) **Maintenance of Facilities.** LICENSOR shall maintain and perform major maintenance and repairs to LICENSEE's Shared Use Facilities and Exclusive Use Facilities to the same standard as the AEC Property. However, LICENSEE shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of its Exclusive Use Facilities by LICENSEE's students, employees or invitees. LICENSEE shall notify LICENSOR immediately of any such damage caused to the Shared Use Facilities and the Exclusive Use Facilities. In the event that LICENSEE fails to maintain or repair its Exclusive Use Facilities, LICENSOR may, at LICENSOR's sole discretion, undertake any maintenance or repair of the Exclusive Use Facilities and LICENSEE shall reimburse LICENSOR for the costs of such repairs or maintenance within thirty (30) business days of invoice by LICENSOR.

(q) **Clean-Up of Facilities.** LICENSOR shall be responsible for the clean-up of the Shared Use Facilities and the Exclusive Use Facilities and any other portion of the AEC Property used by the LICENSEE at the close of each and every day. The cost to LICENSOR for these efforts shall be included in the monthly license charge to LICENSEE. Additionally, under no circumstances during the term of this License shall LICENSEE use or cause to be used in the Shared Use Facilities and the Exclusive Use Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this License shall LICENSEE store or dispose of any such substances or materials on the Shared Use Facilities and the Exclusive Use Facilities. All cleaning agents brought onto the AEC Property by LICENSEE must conform to LICENSOR's existing list of permissible cleaning agents. In the event LICENSOR becomes aware of any hazardous or toxic substances or unapproved cleaning agents stored within the AEC Property used by LICENSEE, LICENSOR may dispose of said cleaning agents at its discretion and at no cost to LICENSOR.

(r) **Alterations, Additions, and Improvements.** LICENSEE shall have no right to make any alterations and additions to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property, or to construct or install any improvements to the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property without receiving the prior written consent of the LICENSOR, and if required, the Division of the State Architect ("DSA"). Unless otherwise specified in this Agreement, such written consent shall be obtained exclusively from the LICENSOR's Superintendent or designated representative, and consent obtained from any other source shall be invalid. LICENSOR's approval of any alterations, additions, and improvements, including the construction schedule and work hours, shall be at the LICENSOR's sole and absolute discretion. LICENSOR shall not be required by LICENSEE to make any alterations or improvements to the AEC Property or to the LICENSEE's Shared or Exclusive Use Facilities during the term of this Agreement.

(s) **Assumption of Risk.** LICENSEE acknowledges and agrees that by LICENSEE's use of the AEC Property, LICENSEE assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of LICENSOR. LICENSEE further agrees that it is familiar with the condition of the AEC Property and the suitability of the AEC Property for LICENSEE's intended use and knowingly accepts the AEC Property on an "AS-IS" "WHERE-IS" basis. The Shared Use Facilities and the Exclusive Use Facilities are provided in as-is condition and LICENSOR makes no representation or warranty of any kind regarding the condition of the Facilities. LICENSEE forever releases LICENSOR, its agents, directors, officers or employees from and against any and all of LICENSEE's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. LICENSOR, its agents, directors, officers or employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of LICENSOR or its employees resulted in the loss or damages. This is a license. No bailment is created. LICENSOR's employees are not authorized to change, or accept changes to, the terms contained herein.

(t) **Access.** LICENSEE shall permit LICENSOR, its agents, representatives or employees, to enter upon LICENSEE's Exclusive Use Facilities as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC Property. LICENSEE shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or circumstances that risk further imminent damage or destruction to the AEC Property, or jeopardize the operation of the AEC Property including, but not limited to, the safety and sanitary condition of the AEC Property.

(u) **Program Costs/Supplies/Equipment.** All LICENSEE program costs, supplies, furniture, and/or equipment shall be the sole cost and responsibility of LICENSEE. Upon termination of this Agreement, LICENSEE shall remove all of LICENSEE's supplies, furniture, and/or equipment from the AEC Property at no cost to LICENSOR.

(v) **Signs.** LICENSEE shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the buildings or other improvements that are a part of the AEC Property without LICENSOR's prior written consent, which consent may be withheld or conditioned at LICENSOR's discretion.

(w) **No LICENSOR Affiliation/Endorsement.** LICENSEE shall not imply, indicate or otherwise suggest that the LICENSEE's Program and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the LICENSOR. No signage, flyers or other material may reference the LICENSOR, any school name, logo or mascot, except to indicate the location of Program.

Section 5. Insurance

(a) **Public Liability and Property Insurance.** LICENSEE agrees to maintain in full force and effect during the Term of the License a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with LICENSEE's use of the Shared Use Facilities and the Exclusive Use Facilities. Such insurance shall be in amounts not less than one million (\$1,000,000) per occurrence; three million (\$3,000,000) for general aggregate and one million (\$1,000,000) for property damage.

(b) **Automobile Liability.** LICENSEE also agrees to maintain in full force and effect with regard to any LICENSEE owned vehicles which LICENSEE brings onto the AEC Property a policy for all owned, non-owned, borrowed, leased or hired automobiles in an amount not less than one million (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury during the Term of the License.

(c) **Workers' Compensation.** LICENSEE shall also maintain, in full force and effect during the Term of this License, Workers' Compensation Insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than one million (\$1,000,000) per employee and one million (\$1,000,000) per occurrence.

(d) **Notice: Additional Named Insured.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) business days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. LICENSOR, its Board of Education, directors, officers, agents, employees, and consultants, shall be designated as additional named insured.

(e) **Insurance Endorsements.** Concurrent with the execution of the License and prior to any use by LICENSEE of the Shared Use Facilities and the Exclusive Use Facilities, LICENSEE will provide LICENSOR with an endorsement(s) verifying such insurance and the terms described herein. LICENSEE shall not be allowed any use of the Shared Use Facilities and the Exclusive Use Facilities until it has provided all required insurance documentation to LICENSOR.

(f) **Expiration/Cancellation of Insurance Policies.** LICENSEE shall, at least twenty (20) business days prior to the expiration of all such policies, furnish LICENSOR with renewals or binders. No such policy shall be cancelled or subject to reduction of coverage or other modification or cancellation except after thirty (30) business days prior written notice to LICENSOR by the insurer.

(g) **Coverage.** LICENSEE shall maintain applicable insurance based upon coverage for the number of persons employed by LICENSEE. LICENSEE shall

provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2020, December 30, 2020, March 31, 2021, and May 30, 2021.

(h) **Additional Coverage.** LICENSOR may, at its discretion, require additional insurance coverage or additional limits based upon the nature of LICENSEE's activities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or designee.

(i) **Waiver of Subrogation.** LICENSOR and LICENSEE each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. LICENSEE shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

Section 6. Indemnification

(a) **LICENSEE's Indemnification of LICENSOR.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the LICENSOR, LICENSEE shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect the District as LICENSOR, its affiliates, successors and assigns, and its officers, board members, employees, and agents ("Indemnified Party" or "Indemnified Parties") against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSEE's use of the shared or exclusive use space at the AEC Property including without limitation, the operation of LICENSEE's program, or (b) in connection with the operation of LICENSEE's Program at the AEC Property, including without limiting the generality of the foregoing:

1. Any default by LICENSEE in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSEE's part to be observed or performed;
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSEE or any person claiming by, through or under LICENSEE or LICENSEE's employees, agents, representatives, contractors, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property

either prior to, during, or after the expiration of the Term of this Agreement (“Liability” or “Liabilities”); and

3. Any claim by a third party that LICENSOR is responsible for any actions of LICENSEE in connection with any use of the AEC Property or in any way related to this Agreement.

LICENSEE’s obligation to defend LICENSOR and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

(b) **LICENSOR’s Indemnification of LICENSEE.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of LICENSEE, LICENSOR shall (“Indemnifying Party”) indemnify, hold harmless and defend, release and protect LICENSEE, its affiliates, successors and assigns, and its officers, board members, employees and agents (“Indemnified Party” or “Indemnified Parties”) against and from any and all claims, demands, actions, causes of action, suits, losses, liabilities, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys’ fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Party or Indemnified Parties that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the AEC Property arising from, or in connection with (a) LICENSOR’s use of the AEC Property including without limitation, the operation by LICENSOR of operations on the AEC Property, or (b) in connection with LICENSOR’s operations at the AEC Property, including without limiting the generality of the foregoing:

1. Any default by LICENSOR in the observance or performance of any of the terms, covenants, or conditions of this Agreement on LICENSOR’s part to be observed or performed;
2. The use or occupancy of the shared or exclusive use space at the AEC Property by LICENSOR or any person claiming by, through or under LICENSOR or LICENSOR’s board members, employees, agents, representatives, contractors, licensees, directors, officers, partners, trustees, volunteers, visitors or invitees, successors and/or assigns or any such person in, on or about the AEC Property either prior to, during, or after the expiration of the Term of this Agreement (singularly “Liability” or collectively “Liabilities”); and
3. Any claim by a third party that LICENSEE is responsible for any actions of LICENSOR in connection with any use or occupancy of the AEC Property or in any way related to this Agreement.

LICENSOR’s obligation to defend LICENSEE and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of

any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 7. Damage/Destruction

LICENSOR shall not be liable for any damage, destruction, injury or death resulting from or arising in connection with the exercise of this License by LICENSEE or any person or entity claiming through LICENSEE, or any of LICENSEE's agents, employees, contractors, invitees, or visitors.

Section 8. Notice

(a) Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to LICENSOR: Chino Valley Unified School District
Assistant Superintendent, Facilities, Planning, and
Operations
5130 Riverside Drive
Chino, CA 91710

If to LICENSEE: Spectrum Center Inc.
c/o Chancelight
1321 Murfreesboro Pike, Suite 702
Nashville, TN 37217

(b) Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 9. Compliance with All Laws

(a) LICENSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the AEC Property. LICENSEE shall, at all times during its use of the AEC Property, comply with all laws, regulations and ordinances of all such authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air pollution and all other environmental matters, and the California Environmental Quality Act. LICENSEE

shall be responsible for obtaining and maintaining throughout the Term of the Agreement all required permits, licenses, approvals from any local, state, or federal agency for LICENSEE's use of the AEC Property and LICENSEE's operation of its Program.

(b) LICENSEE shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 and other applicable laws for all LICENSEE employees, contractors, vendors, agents and other individuals LICENSEE allows on the AEC Property. LICENSEE shall provide LICENSOR copies of all documentation associated therewith.

Section 10. Revocation/Termination

(a) **Revocation.** During the Term, this Agreement shall be revocable by LICENSOR at any time upon thirty (30) business days written notice, in the event LICENSOR decides in its sole discretion, that (1) LICENSOR requires use of the Shared Use Facilities and the Exclusive Use Facilities; (2) LICENSEE's use of all of the Shared Use Facilities and the Exclusive Use Facilities is in violation of any provision of this Agreement.

(b) **Termination.** Either party may terminate this License for any or no reason, upon thirty (30) business days written notice to the other party at the address set forth herein. LICENSOR may terminate the Agreement immediately if LICENSOR determines, in its sole discretion that an unsafe or dangerous condition at the AEC Property exists and provides written notice of such termination to LICENSEE.

(c) **Effect of Termination.** Upon termination of this License, LICENSEE shall immediately vacate the Shared Use Facilities and the Exclusive Use Facilities and restore the Exclusive Use Facilities to its condition as of the Effective Date, within thirty (30) business days at the exclusive cost of LICENSEE unless LICENSOR provides written notice otherwise. If LICENSEE causes LICENSOR to terminate the Agreement, LICENSOR shall have the right to enter LICENSEE's Exclusive Use Facilities and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at LICENSEE's sole cost and expense. Any payments made by LICENSEE shall be credited proportionately to the amounts owed by LICENSEE under this Agreement. No entry by LICENSOR shall prevent LICENSOR from later terminating this Agreement by written notice.

(d) **Reversion.** Upon revocation or termination of this Agreement, all of LICENSEE's rights to use the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property and LICENSOR's furnishings and equipment thereon, if any, shall revert to LICENSOR. Upon revocation or termination of this Agreement, LICENSOR shall recoup the full rights and benefits of use of the Shared Use Facilities and the Exclusive Use Facilities at the AEC Property.

Section 11. Dispute Resolution

Notwithstanding anything in this Agreement to the contrary, disputes between LICENSEE and LICENSOR regarding this Agreement, including the alleged violation, or misinterpretation of this Agreement shall be resolved using the dispute resolution process identified below:

1. The Party initiating the dispute resolution process shall prepare and send to the other Party a Notice of Dispute that shall include the following information: (i) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be employees of LICENSEE or LICENSOR); (ii) a statement of the facts of the dispute, including all information regarding the Parties' prior attempts to resolve the dispute; (iii) the specific sections of this Agreement that are in dispute; and (iv) the specific resolution sought by the Party.
2. Within twenty (20) business days from receipt of the Notice of Dispute the representatives from LICENSEE shall meet with representatives from LICENSOR in an informal setting to attempt to resolve the dispute.

Section 12. Official Representatives

The official representative for LICENSOR shall be Norm Enfield, Ed.D., Superintendent or his designee. The official representative for LICENSEE shall be _____, its Executive Vice President, CFO or designee.

Section 13. Assignment

LICENSEE shall not assign this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any attempt by LICENSEE to assign this Agreement shall automatically terminate the Agreement.

Section 14. Employees/Independent Contractors

For purposes of this License, all persons employed by LICENSEE in the performance of services and functions with respect to this License shall be deemed employees of LICENSEE and no LICENSEE employee shall be considered as an employee of the LICENSOR under the jurisdiction of LICENSOR, nor shall such LICENSEE employees earn or accrue any LICENSOR pension, civil service, or other status while an employee of the LICENSEE. LICENSEE shall have no authority to contract on behalf of LICENSOR. It is expressly understood and agreed by both parties hereto that LICENSEE, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of LICENSOR.

Section 15. Independent Status

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 16. Entire Agreement of Parties; Amendment

This License constitutes the entire understanding between the parties with respect to the subject matter thereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. The terms of this License shall not be altered in any way except in writing executed by both Parties.

Section 17. Legal Interpretation

The Parties expressly understand and agree that this License constitutes a non-exclusive license for LICENSEE's use of the Exclusive Use Facilities and the Shared Use Facilities at the AEC Property and LICENSEE agrees not to contest the validity of the form of this Agreement in any action or proceeding brought by LICENSEE against LICENSOR, or by LICENSOR against LICENSEE. LICENSEE acknowledges and agrees that a non-exclusive license is a valid form of agreement for LICENSEE's use of LICENSOR's AEC Property. This License shall be governed by the laws of the State of California. The Parties further agree any action or proceeding brought to enforce the terms and conditions of this Agreement shall be filed in the Superior Court of San Bernardino County, California. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the legal rules and principles applicable to licenses shall govern such actions or proceedings.

Section 18. Taxes

LICENSEE shall be liable for any and all taxes which may be levied or assessed upon the AEC Property which are attributable to LICENSEE's use under this Agreement. LICENSEE, understands and agrees that in accepting this Agreement, LICENSEE may be subject to such possible taxes and that payment of any such tax by LICENSEE shall not reduce any Fee due to LICENSOR hereunder and that such tax shall be the sole liability of and be paid by LICENSEE.

Section 19. Other Provisions

(a) **Waiver**. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(c) **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

(d) **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way thereof affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

(e) **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

(f) **Nondiscrimination.** In utilizing this License, LICENSEE shall not at any time discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status.

(g) **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits A, B, C, and D are attached hereto and incorporated herein by reference.

(h) **Scanned/Electronic Signatures.** This Agreement may be executed and electronically transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

(i) **Attorneys' Fees.** Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

DESCRIPTION OF PROPERTY

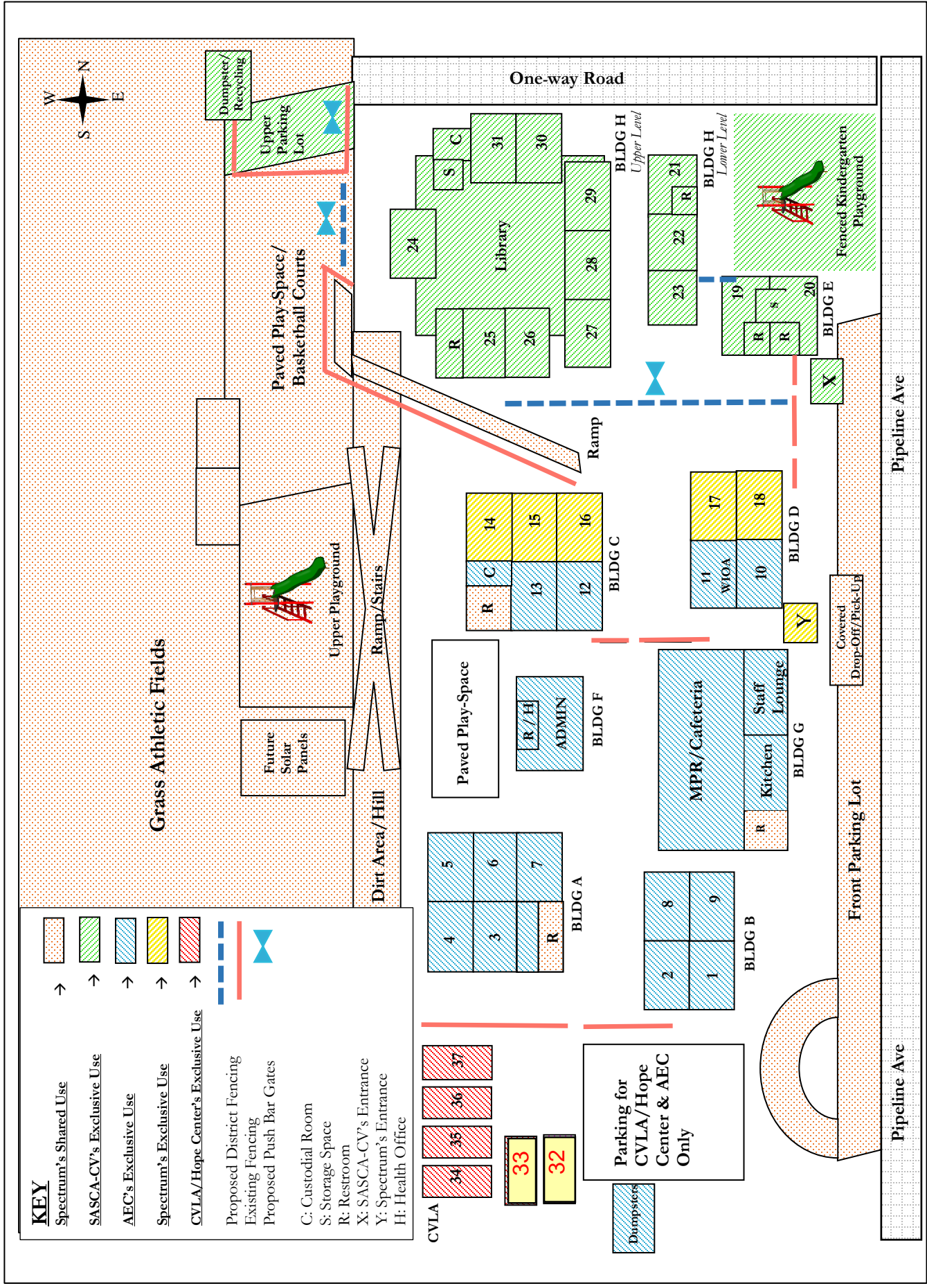
Legal Description: APNs #1030-041-02, 1030-041-02-W-000,
1030-041-02-W-001, 1030-041-02-W-002

Description: 15650 Pipeline Avenue in the City of Chino Hills

Approved and ratified on _____, 2020 by the Chino Valley Unified School District Board of Education by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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



**SPECTRUM CENTER INFORMATION
FOR LICENSE AGREEMENT**

I. SPECTRUM CENTER CONTACT INFORMATION

Executive Director/CEO

Name: _____

Cell Phone: _____

Office Phone: _____

E-mail: _____

On-Site Principal or Administrator Next in Charge

Name: _____

Cell Phone: _____

Office Phone: _____

E-mail: _____

On-Site Assistant Principal or Administrator Next in Charge

Name: _____

Cell Phone: _____

Office Phone: _____

E-mail: _____

II. SPECTRUM CENTER SCHOOL HOURS

Start of school: _____

End of school: _____

III. SPECTRUM CENTER HOLIDAYS/BREAKS

List of Holidays/Breaks: _____

SHARED SPACE	SCHEDULE
MPR/Cafeteria/Kitchen	Spectrum Lunch: 12:15 PM – 12:45 PM
Staff Lounge	Spectrum Use as needed
Upper Playground	Spectrum PE: 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM CVLA 12:35 PM – 1:25 PM SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Athletic Fields	Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM CVLA 12:35 PM – 1:25 PM SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Paved Play-Space/Basketball Courts	Spectrum 8:25 AM – 9:10 AM Lunch: 12:15 PM – 12:45 PM CVLA 12:35 PM – 1:25 PM SASCA-CV Possible PE times: 9:20 AM – 10:20 AM Possible lunch times: 11:30 AM – 12:10 AM
Restrooms in Buildings A, C, and G	Spectrum Use as needed

SHARED SPACE	SCHEDULE
Sixty-nine (69) Parking Spaces in the Front Parking Lot	Spectrum Use as needed
Common Hallways	Spectrum Use as needed
Covered Drop-off and Pick-up Area	<p><u>DROP-OFF</u></p> <p>Spectrum 8:00 AM – 8:25 AM</p> <p>SASCA-CV 7:30 AM – 8:30 AM</p> <p><u>PICK-UP</u></p> <p>Spectrum 2:15 PM – 2:35 PM</p> <p>SASCA-CV Grades TK/K 1:00 PM – 1:25 PM</p> <p>SASCA-CV Grades 1 – 5 2:45 PM – 3:15 PM</p> <p>SASCA-CV Fridays 12:00 PM – 12:45 PM</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

On May 9, 2013, the Board of Education adopted Resolution 2012/2013-71, Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCAA). Per Public Contract Code 22030, the adoption of CUPCCAA allows the use of alternate bidding procedures for projects under \$175,000.00, while still ensuring the District receives the lowest pricing possible from responsible vendors and contractors. Utilizing CUPCCAA, the District has completed the projects listed below.

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2020-19	Cal Aero K-8, Woodcrest JHS, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS Bleacher Service & 10 Point Inspection	BSN Sports	\$22,240.00	N/A	\$22,240.00	01
CC2020-31	Refinishing of Gym Floors at Woodcrest JHS, Ayala HS, Chino HS, Chino Hills HS, and Don Lugo HS	KYA Services LLC	\$49,333.33	N/A	\$49,333.33	01
CC2020-37	Don Lugo HS Carpet Cleaning	Mobile Enterprises	\$24,900.00	N/A	\$24,900.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from KYA Services LLC, Construction/Project Manager; Matt Buchholz, Construction/Project Manager; Cesar Portugal, Project Manager; Alex Rivera, Project Manager; Beverly Beemer, Director, Planning; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Notice of Completion for these projects.

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$96,473.33 to General Fund 01.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 02-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 02-01 to Precision Contracting, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 02-01-Demo, Asbestos & Lead Abatement-Precision Contracting, Inc.	\$3,501.00
	Previously Approved Change Orders:	\$10,354.00
	Bid Amount:	\$558,100.00
	Revised Total Project Amount:	\$571,955.00

The change order results in a net increase of \$3,501.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 02-01).

FISCAL IMPACT

\$3,501.00 to Building Fund 21.



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

FINAL CHANGE ORDER

DATE: 04/27/2020 BID #: 18-19-10F CHANGE ORDER: 003

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Precision Contracting, 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:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Reconcile Unused Unforeseen Allowance
Reason: Credit the unused portion of the Cattle Unforeseen Conditions Allowance.
Document Ref: Change Order Request No. C-044R1 (PCO No. C-309)
Requested by: District
Change in Contract Sum: <\$85.00> / DEDUCT
Time Extension: 0 Calendar days

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 2: Description: CCD#002R1 Demolish Existing Ceiling Framing for Phase 3
Reason: DSA approved CCD#002R1 noted additional existing framing retrofit was required. This in turn added additional demolition in order to accommodate the revised framing.
Document Ref: Change Order Request No. C-039 (PCO No. C-151)
Requested by: District
Change in Contract Sum: \$3,586.00 / ADD
Time Extension: 0 Calendar days

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$558,100.00	\$10,354.00	\$3,501.00	\$571,955.00
Litel ES	\$677,400.00	\$20,337.00	\$0.00	\$697,737.00
Oak Ridge ES	\$541,300.00	<\$10,426.00>	\$0.00	\$530,874.00
Total	\$1,776,800.00	\$20,265.00	\$3,501.00	\$1,800,566.00

CONTRACT SUMMARY

The original contract amount was: \$1,776,800.00

Net previous change order amount(s): \$20,265.00

The contract amount will be increased/decreased by this Change Order: \$3,501.00

The new contract amount including this change order will be: \$1,800,566.00

The original contract completion date: 04/16/20

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 04/16/20

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

Janet Dean
Precision Contracting Inc (Contractor)

Janet Dean / Secretary
Print Name / Title

4/28/2020
Date

Jim DiCamillo
WLC Architects Inc. (Architect)

Jim DiCamillo / President
Print Name / Title

4.30.20
Date


DSA Inspector of Record (Team Inspections)

Frank Sand / Inspector
Print Name / Title

4-30-2020
Date


Construction Manager (CW Driver)

Hung Truong / Project Manager
Print Name / Title

5/1/2020
Date


CVUSD Construction Coordinator

Samuel Sousa / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

5/1/20
Date


Director, M.O.C.

Martin Silveira / Director of Maintenance,
Operations and Construction
Print Name / Title

5/7/20
Date


Owner (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department
Print Name / Title

5/6/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 03-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 03-01 to KAR Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 4	Bid Package 03-01-Concrete & Reinforcing Steel (Structural & Site)-KAR Construction, Inc.	(\$10,116.00)
	Bid Amount:	\$207,000.00
	Revised Total Project Amount:	\$196,884.00

The change order results in a net decrease of \$10,116.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

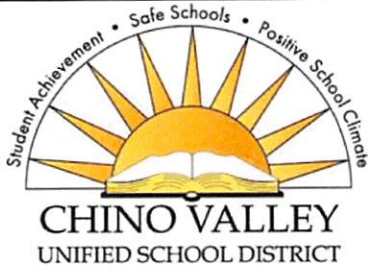
RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01).

FISCAL IMPACT

(\$10,116.00) to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/09/20 BID #: 18-19-10F CHANGE ORDER: 004

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: K.A.R. Construction, Inc. (BPO3-01)

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Miscellaneous Scope Deletion
Reason: Credits the unused portion of street sweeping and the power wash of exterior concrete.
Document Ref: Change Order Request No. C-032 (PCO No. C-299)
Requested by: District
Change in Contract Sum: <\$4,500.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Reconcile Cattle Unforeseen Conditions Allowance
Reason: Credit unused Cattle unforeseen conditions allowance amount.
Document Ref: Change Order Request No. C-034 (PCO No. C-265)
Requested by: District
Change in Contract Sum: <\$5,616.00> / 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	\$207,000.00	\$0.00	(\$10,116.00)	\$196,884.00
Litel ES	\$162,000.00	\$82,280.00	\$0.00	\$244,280.00
Oak Ridge ES	\$250,000.00	\$47,840.00	\$0.00	\$297,840.00
Total	\$619,000.00	\$130,120.00	(\$10,616.00) <i>#10,116.00-#</i>	\$739,004.00

CONTRACT SUMMARY

The original contract amount was: \$619,000.00

Net previous change order amount(s): \$130,120.00

The contract amount will be decreased by this Change Order: (\$10,116.00)

The new contract amount including this change order will be: \$739,004.00

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

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known

by him must have materially affected his settlement with the debtor."

APPROVED BY:


K.A.R. Construction, Inc. (Contractor)

Brent Rothweiler P.M.
Print Name / Title

4/9/2020
Date


WLC Architects Inc. (Architect)


Jim DiCamillo / President
Print Name / Title


4/15/20
Date

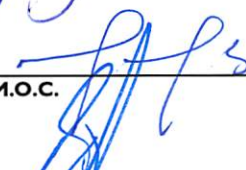

DSA Inspector of Record (Team Inspections)

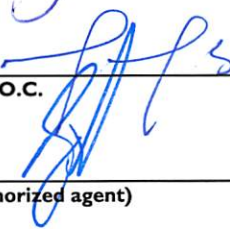
Frank Sand / Inspector
Print Name / Title

4-17-2020
Date


 Construction Manager (CW Driver)


 CVUSD Construction Coordinator


 Director, M.O.C.


 Owner (authorized agent)

Hung Truong / Project Manager
 Print Name / Title

Samuel Sousa / Construction Coordinator,
 Maintenance, Operations & Construction
 Print Name / Title

Martin Silveira / Director of Maintenance,
 Operations and Construction
 Print Name / Title

Greg Stachura / Assistant Superintendent, Facilities,
 Planning & Operations Department
 Print Name / Title

4/15/2020
 Date

4/17/20
 Date

4/18/20
 Date

5/1/20
 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 05-01)

=====

BACKGROUND

On January 17, 2019, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 05-01 to RND Contractors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 2	Bid Package 05-01-Misc. Metals & Steel to RND Contractors, Inc.	(\$13,945.00)
	Bid Amount:	\$495,000.00
	Revised Total Project Amount:	\$481,055.00

The change order results in a net decrease of \$13,945.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 05-01).

FISCAL IMPACT

(\$13,945.00) to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/27/20 BID #: 18-19-10F CHANGE ORDER: 002

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: RND Contractors 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:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1:	Description:	Roof Ladder and Guardrail Revisions
	Reason:	Due to existing conditions, furnish and install exterior roof access ladders at Bldg A, C & outside of Admin conference room area pursuant to RFI #050, 050.1, 050.3 and 240 responses. Credit also provided by this scope for roof guard rails around deleted roof hatches. Roof hatches by others. (Ref: RND COR's #001R3, 005R2, 006R1 & 015)
	Document Ref:	Change Order Request No. C-041 (PCO No. C-042)
	Requested by:	District
	Change in Contract Sum:	\$4,000.00 / ADD
	Time Extension:	0 Calendar days
ITEM NO. 2:	Description:	Demo of Existing Metal Mesh Roof Panel at Building C
	Reason:	Credit for not having to demolish and remove the existing metal mesh roof panel at Building C. (Ref: RND COR #003R1)
	Document Ref:	Change Order Request No. C-042 (PCO No. C-066)
	Requested by:	District
	Change in Contract Sum:	<\$13,450.00> / DEDUCT
	Time Extension:	0 Calendar days

ITEM NO. 3: Description: Reconcile Cattle Unused Unforeseen Allowance
Reason: Credit the unused portion of the Cattle Unforeseen Conditions Allowance
Document Ref: Change Order Request No. C-043 (PCO No. C-305)
Requested by: District
Change in Contract Sum: <\$2,675.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 4: Description: Delete Eight (8) Galvanized Bollards
Reason: Credit for the deletion of (8) galvanized bollards. (Ref. RND COR #016)
Document Ref: Change Order Request No. C-048 (PCO No. C-258)
Requested by: District
Change in Contract Sum: <\$1,820.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$495,000.00	\$0.00	(\$13,945.00)	\$481,055.00
Litel ES	\$225,000.00	(\$12,597.00)	\$0.00	\$212,403.00
Oak Ridge ES	\$265,000.00	(\$12,587.00)	\$0.00	\$252,413.00
Total	\$985,000.00	(\$25,184.00)	(\$13,945.00)	\$945,871.00

CONTRACT SUMMARY

The original contract amount was: \$985,000.00

Net previous change order amount(s): (\$25,184.00)

The contract amount will be decreased by this Change Order: (\$13,945.00)

The new contract amount including this change order will be: \$945,871.00

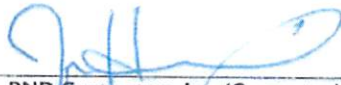
The original contract completion date: 04/16/2020

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 04/16/2020

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:



 RND Contractors, Inc. (Contractor)

Jeff Hanson - Sr Project Manager

 Print Name / Title

04/30/2020

 Date



 WLC Architects Inc. (Architect)

Jim DiCamillo / President

 Print Name / Title

4.30.20

 Date




 DSA Inspector of Record (Team Inspections)

Frank Sand / Inspector

 Print Name / Title

5-1-2020

 Date



 Construction Manager (CW Driver)

Hung Truong / Project Manager

 Print Name / Title

5/1/2020

 Date



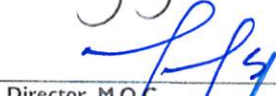
 CVUSD Construction Coordinator

Samuel Sousa / Construction Coordinator,
 Maintenance, Operations & Construction

 Print Name / Title

5/1/20

 Date



 Director, M.O.C.

Martin Silveira / Director of Maintenance,
 Operations and Construction

 Print Name / Title

5/4/20

 Date



 Owner (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
 Planning & Operations Department

 Print Name / Title

5/6/20

 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 06-02)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 06-02 to Stolo Cabinets, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 06-02-Finish Carpentry & Casework-Stolo Cabinets, Inc.	(\$5,998.00)
	Previously Approved Change Orders:	\$18,953.00
	Bid Amount:	\$540,400.00
	Revised Total Project Amount:	\$553,355.00

The change order results in a net decrease of \$5,998.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

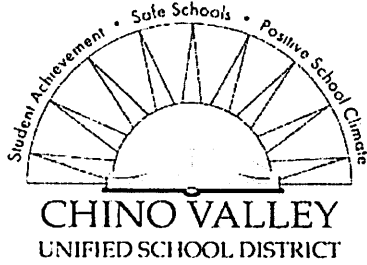
Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02).

FISCAL IMPACT

(\$5,998.00) to Building Fund 21.



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

FINAL CHANGE ORDER

DATE: 04/27/20 BID #: 18-19-10F CHANGE ORDER: 003

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

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:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Casework Modifications, Countertop Credit
 Reason: Provide casework modifications resulting from RFI #206, #231, #247, #249 and #255 responses and includes credits for the use of Metro Quartz countertop and reconciliation of the Unused Unforeseen Conditions Allowance. (Ref: Stolo SCOR's #001, 013, 023, 024, 027, 028 & 029)
 Document Ref: Change Order Request No. C-049 (PCO No. C-245)
 Requested by: District
 Change in Contract Sum: <\$5,998.00> / DEDUCT
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY






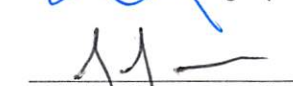

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$540,400.00 ↗	\$18,953.00 ↘	(\$5,998.00) ↘	\$553,355.00 ↗
Litel ES	\$226,090.00 ↗	(\$ 4,626.00) ↘	\$0.00	\$221,464.00 ↗
Oak Ridge ES	\$295,500.00 ↗	(\$12,335.00) ↘	\$0.00	\$283,165.00 ↗
Total	\$1,061,990.00 ↗	\$1,992.00 ↘	(\$5,998.00) ↘	\$1,057,984.00 ↗

CONTRACT SUMMARY

The original contract amount was:	_____	\$1,061,990.00
Net change by previous Change Order:	_____	\$1,992.00
The contract amount will be decreased by this Change Order:	_____	(\$5,998.00)
The new contract amount including this change order will be:	_____	\$1,057,984.00
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

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ Skolo Cabinets, Inc. (Contractor)	Justin Skolo, VP _____ Print Name / Title	4-28-20 _____ Date
 _____ WLC Architects Inc. (Architect)	Jim DiCamillo / President _____ Print Name / Title	4-30-20 _____ Date
 _____ DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector _____ Print Name / Title	4-30-2020 _____ Date
 _____ Construction Manager (CW Driver)	Hung Truong / Project Manager _____ Print Name / Title	5/1/2020 _____ Date
 _____ CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction _____ Print Name / Title	5/1/20 _____ Date
 _____ Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction _____ Print Name / Title	5/4/20 _____ Date
 _____ Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department _____ Print Name / Title	5/6/20 _____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 07-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 07-01 to Letner Roofing Co. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 1	Bid Package 07-01-Built-up Roofing & Sheet Metal-Letner Roofing Co.	(\$16,071.00)
	Bid Amount:	\$550,550.00
	Revised Total Project Amount:	\$534,479.00

Change Order	Contractor	Amount
Litel ES 1	Bid Package 07-01-Built-up Roofing & Sheet Metal-Letner Roofing Co.	\$6,127.00
	Bid Amount:	\$1,042,500.00
	Revised Total Project Amount:	\$1,048,627.00

Change Order	Contractor	Amount
Oak Ridge ES 1	Bid Package 07-01-Built-up Roofing & Sheet Metal-Letner Roofing Co.	\$1,631.00
	Bid Amount:	\$347,900.00
	Revised Total Project Amount:	\$349,531.00

The change order results in a net decrease of \$8,313.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

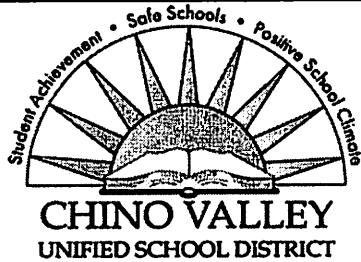
RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 07-01).

FISCAL IMPACT

(\$8,313.00) to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/27/20 BID #: 18-19-10F CHANGE ORDER: 001

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Danny Letner Inc. dba Letner Roofing Co.

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Modifications to the Roof Hatch Systems
Reason: Due to existing conditions, some roof hatches could not be installed as indicated on drawings and were deleted. In addition, safety railings were changed to manufacturer provided railings in lieu of custom railings. (Ref: Letner COR#8353S-1R3 & 8353S-3)
Document Ref: Change Order Request No. C-037 (PCO No. C-042)
Requested by: District
Change in Contract Sum: <\$9,226.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Reconcile Cattle Unforeseen Allowance
Reason: Credit unused portion of Cattle Unforeseen Allowance for Bid Package 07-01.
Document Ref: Change Order Request No. C-038 (PCO No. C-274)
Requested by: District
Change in Contract Sum: <\$6,845.00> / DEDUCT
Time Extension: 0 Calendar days

Litel Elementary School

DSA Application #A04-I17036 / DSA File #36-11

ITEM NO. 3: Description: Install Mesh Screen at Existing Skylight Openings
Reason: Furnish and install perforated mesh screen cover at the existing skylight openings between the walkways at Buildings A-C and A-B to cover up exposed plywood on the underside. (Ref: Letner COR#8353S-7R1)
Document Ref: Change Order Request No. L-023 (PCO No. L-125)
Requested by: District
Change in Contract Sum: \$6,240.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 4: Description: Reconcile Litel Unforeseen Allowance
Reason: Credit unused portion of Litel Unforeseen Allowance for Bid Package 07-01.
Document Ref: Change Order Request No. L-032 (PCO No. L-157)
Requested by: District
Change in Contract Sum: <\$113.00> / DEDUCT
Time Extension: 0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-I17034 / DSA File #36-11

ITEM NO. 5: Description: Install Mesh Screen at Existing Skylight Openings
Reason: Furnish and install perforated mesh screen cover at the existing skylight openings between the walkways at Buildings A-C and A-B to cover up exposed plywood on the underside. (Ref: Letner COR#8353S-6R1)
Document Ref: Change Order Request No. O-021 (PCO No. O-134)
Requested by: District
Change in Contract Sum: \$6,240.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 6: Description: Reconcile Oak Ridge Unforeseen Allowance
Reason: Credit unused portion of Oak Ridge Unforeseen Allowance for Bid Package 07-01.
Document Ref: Change Order Request No. O-031 (PCO No. O-170)
Requested by: District
Change in Contract Sum: <\$4,609.00> / DEDUCT
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	\$550,550.00	\$0.00	(\$16,071.00)	\$534,479.00
Litel ES	\$1,042,500.00	\$0.00	\$6,127.00	\$1,048,627.00
Oak Ridge ES	\$347,900.00	\$0.00	\$1,631.00	\$349,531.00
Total	\$1,940,950.00	\$0.00	(\$8,313.00)	\$1,932,637.00


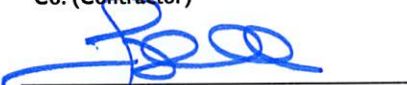





CONTRACT SUMMARY

The original contract amount was: \$1,940,950.00
Net previous change order amount(s): \$0.00
The contract amount will be decreased by this Change Order: (\$8,313.00)
The new contract amount including this change order will be: \$1,932,637.00
The original contract completion date: 04/16/20
The contract time will be increased/decreased by days: 0
The date of completion as a result of this Change Order is: 04/16/20

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims

which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ Danny Letner Inc. dba Letner Roofing Co. (Contractor)	<u>Dennis Olson, President</u> Print Name / Title	<u>4-28-20</u> Date
 _____ WLC Architects Inc. (Architect)	<u>Jim DiCamillo / President</u> Print Name / Title	<u>4.30.20</u> Date
 _____ DSA Inspector of Record (Team Inspections)	<u>Frank Sand / Inspector</u> Print Name / Title	<u>4-30-2020</u> Date
 _____ Construction Manager (CW Driver)	<u>Hung Truong / Project Manager</u> Print Name / Title	<u>5/1/2020</u> Date
 _____ CVUSD Construction Coordinator	<u>Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction</u> Print Name / Title	<u>5/20</u> Date
 _____ Director, M.O.C.	<u>Martin Silveira / Director of Maintenance, Operations and Construction</u> Print Name / Title	<u>5-4/20</u> Date
 _____ Owner (authorized agent)	<u>Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department</u> Print Name / Title	<u>5/6/20</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 09-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 09-01 to Mirage Builders, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 1	Bid Package 09-01-Drywall, Plaster & Insulation- Mirage Builders, Inc.	(\$695.00)
	Bid Amount:	\$500,232.00
	Revised Total Project Amount:	\$499,537.00

Change Order	Contractor	Amount
Litel ES 1	Bid Package 09-01-Drywall, Plaster & Insulation- Mirage Builders, Inc.	\$1,412.00
	Bid Amount:	\$714,344.00
	Revised Total Project Amount:	\$715,756.00

Change Order	Contractor	Amount
Oak Ridge ES 1	Bid Package 09-01-Drywall, Plaster & Insulation- Mirage Builders, Inc.	(\$8,787.00)
	Bid Amount:	\$761,524.00
	Revised Total Project Amount:	\$752,737.00

The change order results in a net decrease of \$8,070.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-01).

FISCAL IMPACT

(\$8,070.00) to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/27/20 BID #: 18-19-10F CHANGE ORDER: 001

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Mirage Builders, 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:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 2: Description: Reconcile Cattle Unused Unforeseen Allowance
Reason: Credit the unused portion of the Cattle Unforeseen Conditions Allowance.
Document Ref: Change Order Request No. C-046 (PCO No. C-314)
Requested by: District
Change in Contract Sum: <\$695.00> / DEDUCT
Time Extension: 0 Calendar days

Litel Elementary School

DSA Application #A04-117036 / DSA File #36-11

ITEM NO. 1: Description: Breezeway Column Damage Plaster Repairs
Reason: During demolition at building D and E, Precision Contracting (Demolition Contractor) damaged plaster at breezeway columns requiring plaster repairs. Demolition Contractor accepted the charges. (Ref: Mirage COR#18.0009 & BP 02-01 CO#002 Item No. 4)
Document Ref: Change Order Request No. N/A (PCO No. L-096)
Requested by: District
Change in Contract Sum: \$2,743 / ADD
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Reconcile Litel Unused Unforeseen Allowance
Reason: Credit the unused portion of the Litel Unforeseen Conditions Allowance.
Document Ref: Change Order Request No. L-031 (PCO No. L-167)
Requested by: District
Change in Contract Sum: <\$1,331.00> / DEDUCT
Time Extension: 0 Calendar days

Oak Ridge Elementary School
DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1: Description: Breezeway Column Damage Plaster Repairs
Reason: During demolition at building D and E, Precision Contracting (Demolition Contractor) damaged plaster at breezeway columns requiring plaster repairs. Demolition Contractor accepted the charges. (Ref: Mirage COR#19.0008 & BP 02-01 CO#002 Item No. 6)
Document Ref: Change Order Request No. N/A (PCO No. O-099)
Requested by: District
Change in Contract Sum: \$2,579 / ADD
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Reconcile Oak Ridge Unused Unforeseen Allowance
Reason: Credit the unused portion of the Oak Ridge Unforeseen Conditions Allowance.
Document Ref: Change Order Request No. O-030 (PCO No. O-184)
Requested by: District
Change in Contract Sum: <\$11,366.00> / DEDUCT
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	\$500,232.00	\$0.00	(\$695.00)	\$499,537.00
Litel ES	\$714,344.00	\$0.00	\$1,412.00	\$715,756.00
Oak Ridge ES	\$761,524.00	\$0.00	(\$8,787.00)	\$752,737.00
Total	\$1,976,100.00	\$0.00	(\$8,070.00)	\$1,968,030.00

CONTRACT SUMMARY

The original contract amount was: \$1,976,100.00

Net previous change order amount(s): \$0.00

The contract amount will be decreased by this Change Order: (\$8,070.00)

The new contract amount including this change order will be: \$1,968,030.00




The original contract completion date: 04/16/20

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 04/16/20

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ Mirage Builders, Inc. (Contractor)	Kevin Schlegel / Senior Vice President, Partner _____ Print Name / Title	04/29/2020 _____ Date
 _____ WLC Architects Inc. (Architect)	Jim DiCamillo / President _____ Print Name / Title	4.30.20 _____ Date
 _____ DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector _____ Print Name / Title	4-30-2020 _____ Date


Construction Manager (CW Driver)

Hung Truong / Project Manager
Print Name / Title

5/1/2020
Date


CVUSD Construction Coordinator

Samuel Sousa / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

5/1/20
Date


Director, M.O.C.

Martin Silveira / Director of Maintenance,
Operations and Construction
Print Name / Title

5/4/20
Date


Owner (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department
Print Name / Title

5/6/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 09-02)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 09-02 to Continental Marble & Tile. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 2	Bid Package 09-02-Tile-Continental Marble & Tile	(\$2,717.00)
	Previously Approved Change Orders:	\$2,846.00
	Bid Amount:	\$168,192.00
	Revised Total Project Amount:	\$168,321.00

The change order results in a net decrease of \$2,717.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

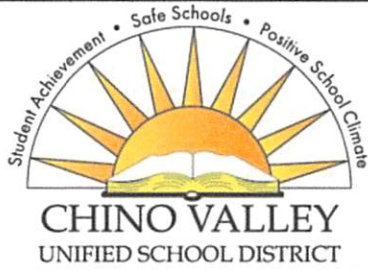
RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-02).

FISCAL IMPACT

(\$2,717.00) to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/09/20 BID #: 18-19-10F CHANGE ORDER: 002

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Continental Marble & Tile

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Reconcile Cattle Unforeseen Conditions Allowance
Reason: Credit unused Cattle unforeseen conditions allowance amount.
Document Ref: Change Order Request No. C-033 (PCO No. C-297)
Requested by: District
Change in Contract Sum: <\$2,717.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

SCHOOL SITE SUMMARY








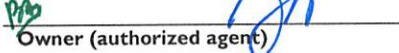
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$168,192.00	\$2,846.00	(\$2,717.00)	\$168,321.00
Litel ES	\$119,459.00	(\$1,448.00)	\$0.00	\$118,011.00
Oak Ridge ES	\$122,388.00	(\$1,398.00)	\$0.00	\$120,990.00
Total	\$410,039.00	\$0.00	(\$2,717.00)	\$407,322.00

CONTRACT SUMMARY

The original contract amount was:	_____	\$410,039.00 ^
Net previous change order amount(s):	_____	\$0.00 ^
The contract amount will be decreased by this Change Order:	_____	(\$2,717.00) ^
The new contract amount including this change order will be:	_____	\$407,322.00 ^
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	

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 Continental Marble & Tile (Contractor)	 Print Name / Title	4/9/2020 Date
 WLC Architects Inc. (Architect)	Jim DiCamillo / President Print Name / Title	4/13/20 Date
 DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector Print Name / Title	4-13-2020 Date
 Construction Manager (CW Driver)	Hung Truong / Project Manager Print Name / Title	4.13.2020 Date
 CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	4/17/20 Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	4/18/20 Date
 Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	4/27/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 09-03)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 09-03 to CG Acoustics, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 09-03-Acoustal Wall & Ceiling System- CG Acoustics, Inc.	(\$5,164.00)
	Previously Approved Change Orders:	\$10,000.00
	Bid Amount:	\$144,681.00
	Revised Total Project Amount:	\$149,517.00

The change order results in a net decrease of \$5,164.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-03).

FISCAL IMPACT

(\$5,164.00) to Building Fund 21.



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

FINAL CHANGE ORDER

DATE: 04/09/20 BID #: 18-19-10F CHANGE ORDER: 003

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: CG Acoustics 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:

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Reconcile Cattle Unforeseen Conditions Allowance
Reason: Credit unused Cattle unforeseen conditions allowance amount.
Document Ref: Change Order Request No. C-036 (PCO No. C-296)
Requested by: District
Change in Contract Sum: <\$5,164.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY



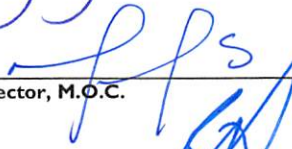
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$144,681.00	\$10,000.00	(\$5,164.00)	\$149,517.00
Litel ES	\$128,780.00	\$1,313.00	\$0.00	\$130,093.00
Oak Ridge ES	\$128,780.00	\$1,313.00	\$0.00	\$130,093.00
Total	\$402,241.00	\$12,626.00	(\$5,164.00)	\$409,703.00

CONTRACT SUMMARY

The original contract amount was:	_____	\$402,241.00	^
Net previous change order amount(s):	_____	\$12,626.00	^
The contract amount will be decreased by this Change Order:	_____	(\$5,164.00)	^
The new contract amount including this change order will be:	_____	\$409,703.00	^
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	

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ C.G. Acoustics, Inc. (Contractor)	Christopher Ginter / President _____ Print Name / Title	4/16/2020 _____ Date
 _____ WLC Architects Inc. (Architect)	Jim DiCamillo / President _____ Print Name / Title	4/15/20 _____ Date
 _____ DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector _____ Print Name / Title	4-17-2020 _____ Date
 _____ Construction Manager (CW Driver)	Hung Truong / Project Manager _____ Print Name / Title	4/15/2020 _____ Date
 _____ CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction _____ Print Name / Title	4/17/20 _____ Date
 _____ Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction _____ Print Name / Title	4/15/20 _____ Date
 _____ Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department _____ Print Name / Title	4/27/20 _____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 22-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 22-01 to Empyrean Plumbing. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 4	Bid Package 22-01-Plumbing-Empyrean Plumbing	\$5,270.00
	Bid Amount:	\$544,047.00
	Previously Approved Change Orders:	\$51,649.00
	Revised Total Project Amount:	\$600,966.00

The change order results in a net increase of \$5,270.00.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 22-01).

FISCAL IMPACT

\$5,270.00 to Building Fund 21.

NE:GJS:AGH: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

FINAL CHANGE ORDER

DATE: 04/27/2020 BID #: 18-19-10F CHANGE ORDER: 004

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Empyrean Plumbing Inc. BP 22-01

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Replace leaking Water Shut Off Valve at Building B
Reason: The existing water shut off valve at Building B was leaking and needed to be replaced.
Document Ref: Change Order Request No. C-040 (PCO No. C-269)
Requested by: District
Change in Contract Sum: \$5,270.00 / ADD
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 004 ITEMS

SCHOOL SITE SUMMARY

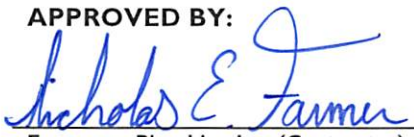
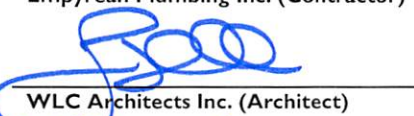



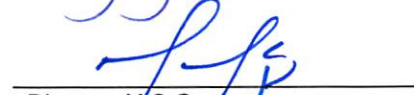

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$544,047.00	\$51,649.00	\$5,270.00	\$600,966.00
Litel ES	\$513,631.00	\$7,765.00	\$0.00	\$521,396.00
Oak Ridge ES	\$555,638.00	\$8,530.00	\$0.00	\$564,168.00
Total	\$1,613,316.00	\$67,944.00	\$5,270.00	\$1,686,530.00

CONTRACT SUMMARY

The original contract amount was:	_____	\$1,613,316.00 ✓
Net previous change order amount(s):	_____	\$67,944.00 ✓
The contract amount will be increased/decreased by this Change Order:	_____	\$5,270.00 ✓
The new contract amount including this change order will be:	_____	\$1,686,530.00 ✓
The original contract completion date:	_____	04/16/20
The contract time will be increased/decreased by days:	_____	0
The date of completion as a result of this Change Order is:	_____	04/16/20

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ Emprean Plumbing Inc. (Contractor)	Nicholas Farmer / Project Manager _____ Print Name / Title	4/27/2020 _____ Date
 _____ WLC Architects Inc. (Architect)	Jim DiCamillo / President _____ Print Name / Title	4.30.20 _____ Date
 _____ DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector _____ Print Name / Title	4-30-20 _____ Date
 _____ Construction Manager (CW Driver)	Hung Truong / Project Manager _____ Print Name / Title	5/1/2020 _____ Date
 _____ CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction _____ Print Name / Title	5/5/20 _____ Date
 _____ Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction _____ Print Name / Title	5/14/20 _____ Date
 _____ Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department _____ Print Name / Title	5/6/20 _____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 23-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 23-01 to Aire-Masters Air Conditioning. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 23-01-HVAC & Controls-Aire-Masters Air Conditioning	(\$13,321.00)
	Bid Amount:	\$1,335,000.00
	Previously Approved Change Orders:	\$34,551.00
	Revised Total Project Amount:	\$1,356,230.00

The change order results in a net decrease of \$13,321.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01).

FISCAL IMPACT

(\$13,321.00) to Building Fund 21.



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

FINAL CHANGE ORDER

DATE: 04/27/20 BID #: 18-19-10F CHANGE ORDER: 003

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Scorpio Enterprises dba Aire-Masters Air Conditioning

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Reconcile Cattle Unforeseen Conditions Allowance
Reason: Credit unused Cattle Unforeseen Conditions Allowance amount.
Document Ref: Change Order Request No. C-045 (PCO No. C-311)
Requested by: District
Change in Contract Sum: <\$13,321.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$1,335,000.00	\$34,551.00	(\$13,321.00)	\$1,356,230.00
Litel ES	\$772,500.00	(\$2,237.00)	\$0.00	\$770,263.00
Oak Ridge ES	\$405,000.00	\$2,364.00	\$0.00	\$407,364.00
Total	\$2,512,500.00	\$34,678.00	(\$13,321.00)	\$2,533,857.00

CONTRACT SUMMARY

The original contract amount was:	<u>\$2,512,500.00</u> ✓
Net previous change order amount(s):	<u>\$34,678.00</u> ✓
The contract amount will be decreased by this Change Order:	<u>(\$13,321.00)</u> ✓
The new contract amount including this change order will be:	<u>\$2,533,857.00</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>

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 Scorpio Enterprises dba Aire-Masters Air Conditioning (Contractor)	Michael Dean, V.P. of Operations Print Name / Title	04/27/2020 Date
 WLC Architects Inc. (Architect)	Jim DiCamillo / President Print Name / Title	4.30.20 Date
 DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector Print Name / Title	4-30-2020 Date
 Construction Manager (CW Driver)	Hung Truong / Project Manager Print Name / Title	5/1/2020 Date
 CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	5/5/20 Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	5/4/20 Date
 Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/4/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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: CHANGE ORDER FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 32-01)

=====

BACKGROUND

On December 13, 2018, the Board of Education awarded Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project BP 32-01 to General Consolidated Constructors. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 32-01-Irrigation, Landscaping, Chain Link Fencing/Gates & Asphalt Paving-General Consolidated Constructors	(\$5,414.00)
	Previously Approved Change Orders:	\$4,870.00
	Bid Amount:	\$180,181.00
	Revised Total Project Amount:	\$179,637.00

The change order results in a net decrease of \$5,414.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01).

FISCAL IMPACT

(\$5,414.00) to Building Fund 21.



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

FINAL CHANGE ORDER

DATE: 04/09/20 BID #: 18-19-10F CHANGE ORDER: 003

PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: General Consolidated Constructors

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

Cattle Elementary School

DSA Application #A04-117035 / DSA File #36-11

ITEM NO. 1: Description: Reconcile Cattle Unforeseen Conditions Allowance
Reason: Credit unused Cattle Unforeseen Conditions Allowance amount.
Document Ref: Change Order Request No. C-031 (PCO No. C-295)
Requested by: District
Change in Contract Sum: <\$5,414.00> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$180,181.00	\$ 4,870.00	(\$ 5,414.00)	\$179,637.00
Litel ES	\$198,550.00	\$ 13,094.00	\$ 0.00	\$211,644.00
Oak Ridge ES	\$183,457.00	\$18,074.00	\$ 0.00	\$201,531.00
Total	\$562,188.00	\$36,038.00	(\$5,414.00)	\$592,812.00

CONTRACT SUMMARY

The original contract amount was:	_____	\$562,188.00
Net previous change order amount(s):	_____	\$36,038.00
The contract amount will be decreased by this Change Order:	_____	(\$5,414.00)
The new contract amount including this change order will be:	_____	\$592,812.00
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	

This Change Order is a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner, and the Project. This Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor, including but not limited to, disputed, undisputed and doubtful claims. Payment by Owner of the amount agreed under this Change Order shall constitute a full and complete accord and satisfaction of all such claims and shall constitute payment in full of all such claims and a full release and discharge of Owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contract. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provide as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

APPROVED BY:

 _____ General Consolidated Constructors (Contractor)	Tom Luby - GCC Project Manager _____ Print Name / Title	4/9/2020 _____ Date
 _____ WLC Architects Inc. (Architect)	Jim DiCamillo / President _____ Print Name / Title	4/15/20 _____ Date
 _____ DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector _____ Print Name / Title	4-13-2020 _____ Date
 _____ Construction Manager (CW Driver)	Hung Truong / Project Manager _____ Print Name / Title	4.13.2020 _____ Date
 _____ CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction _____ Print Name / Title	4/17/20 _____ Date
 _____ Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction _____ Print Name / Title	4/15/20 _____ Date
  _____ Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department _____ Print Name / Title	4/27/20 _____ Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction

SUBJECT: CHANGE ORDER FOR BID 19-20-01F, COUNTRY SPRINGS ES AND ROLLING RIDGE ES ALTERATION PROJECT (BP 22-01)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Projects BP 22-01 to Verne’s Plumbing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Country Springs ES 1	Bid Package 22-01-Plumbing-Verne’s Plumbing, Inc.	\$31,629.00
	Bid Amount:	\$615,500.00
	Revised Total Project Amount:	\$647,129.00

Change Order	Contractor	Amount
Rolling Ridge ES 1	Bid Package 22-01-Plumbing-Verne’s Plumbing, Inc.	\$61,548.00
	Bid Amount:	\$635,500.00
	Revised Total Project Amount:	\$697,048.00

The change order results in a net increase of \$93,177.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 22-01).

FISCAL IMPACT

\$93,177.00 to Building Fund 21.



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: 04/10/2020 BID #: 19-20-01F CHANGE ORDER: 001

PROJECT: Country Springs & Rolling Ridge Elementary School Modernization Projects – Alterations

DSA APPLICATION #: See below DSA FILE #: See below

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Verne's Plumbing

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:

Country Springs Elementary School

DSA Application #A04-117356 / DSA File #36-11

ITEM NO. 1:	Description:	RFI#017 Roof Hose Bib Specification Revision
	Reason:	Pursuant to RFI#017 response dated 9/17/2019 a revised specification was provided for freeze proof roof mounted water hydrants (Woodford Model SRH-MS). (ref: Verne's VP-001R1)
	Document Ref:	Change Order Request No. C-002 (PCO No. C-028)
	Requested by:	District
	Change in Contract Sum:	\$31,629.00 / ADD
	Time Extension:	0 Calendar days

Rolling Ridge Elementary School

DSA Application #A04-117357 / DSA File #36-11

ITEM NO. 1:	Description:	Replace Existing Leaking Water Valves
	Reason:	Existing valves in Buildings D, E, H, J were not scheduled to be replaced per contract documents, however, they were either frozen and could not be exercised, or would leak and needed to be replaced in order for water service to be shut down completely for plumbing modernization to proceed. (ref: Verne's VP-001)
	Document Ref:	Change Order Request No. R-001 (PCO No. R-002)

Requested by: District
Change in Contract Sum: \$20,579.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 2: Description: RFI#003 Bldg H & J & K Condensate Dry Wells
Reason: Installation of new drywells for condensate drains at Building H, J, K. Pursuant to RFI#003 response dated 8/28/2019, contract documents called for connection of existing condensate drain lines from HVAC units to new sink tail piece, however, Buildings H, J, K did not have existing condensate drain lines and only had an exposed condensate drain directly below the HVAC unit. To avoid sheet flow of condensate on hardscape around Buildings H, J, K new condensate drywells were provided. (ref: Verne's VP-003, VP-006)

Document Ref: Change Order Request No. R-002 (PCO No. R-018)
Requested by: District
Change in Contract Sum: \$17,773.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 3: Description: RFI#023 Roof Hose Bib Specification Revision
Reason: Pursuant to RFI#023 response dated 9/17/2019 a revised specification was provided for freeze proof roof mounted water hydrants (Woodford Model SRH-MS). (ref: Verne's VP-004R1)

Document Ref: Change Order Request No. R-003 (PCO No. R-027)
Requested by: District
Change in Contract Sum: \$23,196.00 / 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
Country Springs ES	\$615,500.00	\$0.00	\$31,629.00	\$647,129.00
Rolling Ridge ES	\$635,500.00	\$0.00	\$61,548.00	\$697,048.00
Total	\$1,251,000.00	\$0.00	\$93,177.00	\$1,344,177.00

CONTRACT SUMMARY

The original contract amount was: \$1,251,000.00

Net previous change order amount(s): \$0.00

The contract amount will be increased/decreased by this Change Order: \$93,177.00

The new contract amount including this change order will be: \$1,344,177.00

The original contract completion date: 08/07/2020

The contract time will be increased/decreased by days: 0

The date of completion as a result of this Change Order is: 08/07/2020

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:

Verne's Plumbing (Contractor)

Print Name / Title

Date

WLC Architects Inc. (Architect)

Jim DiCamillo / President

Date

DSA Inspector of Record

Jim Volivitch / Inspector of Record

Date

 <hr/> Construction Manager (CW Driver)	<hr/> Hung Truong / Project Manager	4/15/2020 <hr/> Date
 <hr/> CVUSD Construction Coordinator	<hr/> Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction	4/17/20 <hr/> Date
 <hr/> CVUSD Director, M.O.C.	<hr/> Martin Silveira / Director of Maintenance, Operations and Construction	4/18/2020 <hr/> Date
 <hr/> CVUSD (authorized agent)	<hr/> Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	4/27/20 <hr/> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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 and Operations

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA
BID 18-19-34I, LITEL ES PLAYGROUND EQUIPMENT
INSTALLATION**

=====

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:

On April 18, 2019, the Board of Education awarded CUPCCAA Bid 18-19-34I, Litel ES Playground Equipment Installation to Nextgen Construction, Inc. All contracted work was completed on April 21, 2020. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
18-19-34I	Litel ES Playground Equipment Installation	Nextgen Construction, Inc.	\$159,700.00	\$4,300.00	\$164,000.00	\$8,200.00	21

Documentation indicating satisfactory completion and compliance with specifications and project requirements has been obtained from the following individuals: Blanca Buck, Construction/Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Bid 18-19-34I, Litel ES Playground Equipment Installation.

FISCAL IMPACT

\$4,300.00 to Building Fund 21.

NE:GJS:MS:pw



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

Date: 04/23/2020 BID/ CUPCCAA #: 18-19-341 Change Order #: 01
Project Title: Litel ES Playground Equipment Installation
Owner: Chino Valley Unified School District DSA Application #: N/A DSA File #: N/A
Architect: N/A Contractor: Nextgen Construction 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:

- ITEM NO. 1: Description: Remove existing valve, wires, and mainline in new playground expansion area. Locate pipe and remove outside of new curb. Reroute mainline around curbs outside of new playground and reconnect back to existing mainline. Install valve and wires at new location. Tie to existing laterals. Recompact trenches and seed with topper. Modify playground pieces to fit new size.
- Reason: An irrigation valve was found in the location of the new playground expansion area.
- Document Ref: Estimate 20-1024 (Litel CO#1)
- Requested by: Chino Valley USD
- Change in Contract Sum: \$4,300.00
- Time Extension: (0) Days
- ITEM NO. 2: Description:
- Reason:
- Document Ref:
- Requested by:
- Change in Contract Sum:
- Time Extension:
- ITEM NO. 3: Description:
- Reason:
- Document Ref:
- Requested by:
- Change in Contract Sum:
- Time Extension:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: May 21, 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 19-20-37F, SAFETY AND SECURITY (GROUP 3) – BORBA ES, CHAPARRAL ES, CORTEZ ES, DICKEY ES, LIBERTY ES, BRIGGS K-8, AND CAL AERO K-8

=====

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 19-20-37F, Safety And Security (Group 3) – Borba ES, Chaparral ES, Cortez ES, Dickey ES, Liberty ES, Briggs K-8, and Cal Aero K-8 was published in the Inland Valley Daily Bulletin on April 6, 2020, and April 13, 2020. Bids were submitted at 1:00 p.m. on May 6, 2020. The results are as follows:

Contractor	Bid Amount
Champion Electric	\$4,197,000.00
RIS Electrical	\$4,395,000.00
Dalke & Sons	\$7,690,000.00

The basic scope of work for this project includes: upgrades to sites including installation of site-wide keyless access control system, installation of security cameras site-wide, and installation of a new campus intrusion alarm system.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-37F, Safety and Security (Group 3) – Borba ES, Chaparral ES, Cortez ES, Dickey ES, Liberty ES, Briggs K-8, and Cal Aero K-8 to Champion Electric.

FISCAL IMPACT

\$4,197,000.00 to Building Fund 21.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 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 19-20-44F CHINO VALLEY ADULT SCHOOL NEW PARKING LOT

=====

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 19-20-44F, Chino Valley Adult School New Parking Lot was Published in the Inland Valley Daily Bulletin on March 25, 2020, and April 1, 2020. Bids were submitted at 1:00 p.m. on April 22, 2020. The results are as follows:

Contractor	Bid Amount
Premier Paving	\$352,300.00
Golden Gate Construction	\$484,470.00
Astra Builders, Inc.	\$502,000.00
DD Systems Inc., dba ACE CD Inc.	\$525,410.55
Asphalt Fabric & Engineering, Inc.	\$552,284.00
Roadway Engineering & Construction Inc.	\$552,400.00
Lee & Stires	\$563,980.00
PCN3, Inc.	\$574,000.00
RT Contractor Corp	\$677,000.00
All American Asphalt	\$710,074.00
NPG Corporation	\$850,825.00
Bostick Company Inc.	Non-Responsive

The basic scope of work for this project includes extending the existing parking lot south of the existing parking lot along Monte Vista Ave.

The apparent low bidder Bostick Company, Inc., was considered non-responsive for not noting Addendum #1 on the bid form. Addendum # 1 caused a material change in the bid. Therefore, it is recommended that the bid be awarded to the next low bidder Premier Paving.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-44F, Chino Valley Adult School New Parking Lot to Premier Paving.

FISCAL IMPACT

\$352,300.00 to Adult Education Fund 11.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 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: REJECTION OF BID 19-20-47F, COUNTRY SPRINGS ES, LITEL ES, AND OAK RIDGE ES PORTABLE CLASSROOM REFRESH AND AUTHORIZATION TO RE-BID

=====

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 Bids for Bid 19-20-47F, Country Springs ES, Litel ES, and Oak Ridge ES Portable Classroom Refresh was published in the Inland Valley Daily Bulletin on April 15, 2020, and April 22, 2020. Bids were submitted at 11:00 a.m. on May 4, 2020. The results are as follows:

CONTRACTOR	BID
J2 Builders	\$619,751.00
AJ Fistes Corporation	\$764,400.00
Golden Gate Construction	\$913,000.00
JM Builders, Inc.	\$979,000.00

Upon receipt of the four bids, staff reviewed all documents and determined that the bid was over budget. Staff requests rejection of all bids and authorization to re-bid.

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

RECOMMENDATION

It is recommended the Board of Education reject the bids received for Bid 19-20-47F, Country Springs ES, Litel ES, and Oak Ridge ES Portable Classroom Refresh and authorize staff to re-bid the project.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 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: SUBCONTRACTOR SUBSTITUTION FOR BID 19-20-42F,
MAGNOLIA JHS AND RAMONA JHS KITCHEN REMODELS**

=====

BACKGROUND

On May 7, 2020, the Board of Education approved the award of Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels to Hamel Contracting, Inc. This contractor has requested a subcontractor substitution of Premier Culinary Solutions, Inc., the subcontractor responsible for the food service equipment portion of the bid package.

This substitution was requested because Premier Culinary Solutions, Inc. has withdrawn their proposal due to their workload and inability to perform the project.

Premier Culinary Solutions, Inc. has agreed to the substitution of subcontractors and subsequently submitted a Letter of Withdrawal to the District.

Hamel Contracting, Inc. will be using Jason Simms Installations to complete the food service equipment scope of work on the project at no additional cost to the District.

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

RECOMMENDATION

It is recommended the Board of Education approve the Subcontractor Substitution for Bid 19-20-42F, Magnolia JHS and Ramona JHS Kitchen Remodels.

FISCAL IMPACT

None.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: RATIFICATION OF JOINT OCCUPANCY AGREEMENT, GROUND LEASE AND CONSTRUCTION SERVICES AGREEMENT WITH YORBA XC, LLC AND XEBEC BUILDING COMPANY, INC.

=====

BACKGROUND

On February 20, 2020, the Board delegated authority to the Superintendent or Designee to finalize the terms of the Joint Occupancy Agreement, Ground Lease and Construction Services Agreement with Yorba XC, LLC and Xebec Building Company, Inc.

The final terms of the Joint Occupancy Agreement, Ground Lease and Construction Services Agreement have been negotiated and executed between the District and Yorba XC, LLC and Xebec Building Company Inc.

The Board of Education is requested to ratify the final Joint Occupancy Agreement, Ground Lease, and Construction Services Agreement to develop joint occupancy property on the 13.75-acre Yorba Ave. property and construct a new District office on the Ramona Ave. property.

Specifically, the project is a 300,000 square foot warehouse building and a 60,000 square foot District administrative office building.

Yorba XC, LLC and 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 that the Board of Education ratify the Joint Occupancy Agreement, Ground Lease and Construction Services Agreement with Yorba XC, LLC and Xebec Building Company, Inc.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: May 21, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Frank Arce, Director, Human Resources
Isabel Brenes, Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

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

CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2019/2020 SCHOOL YEAR**RETIREMENT**

MACKESSY, Thomas (24 Years of Service)	Principal - ES	Country Springs ES	06/19/2020
MINER, Karen (20 Years of Service)	Principal - ES	Cal Aero K-8	07/01/2020

CERTIFICATED PERSONNEL FOR THE 2019/2020 SCHOOL YEAR**RETIREMENT**

GUZMAN, Rosemarie (14 Years of Service)	Elementary Teacher	Dickson ES	06/01/2020
LIN, James (19 Years of Service)	Elementary Teacher	Dickson ES	06/01/2020
NAVARRETE, Hilda (25 years of service)	Elementary Teacher	Dickson ES	06/01/2020
OLGIN, Patricia (20 Years of Service)	Elementary Teacher	Hidden Trails ES	05/30/2020
DE BIE, Rhonda (21 Years of Service)	Elementary Teacher	Newman ES	06/01/2020
NEWMAN, Susan (32 Years of Service)	Elementary Teacher	Oak Ridge ES	06/01/2020
KAHN, Lorraine (26 Years of Service)	Intervention Teacher	Walnut ES	05/30/2020
SPORMAN, MaryJean (20 Years of Service)	Special Education Teacher	Briggs K-8	06/01/2020
HARRIS, Shari (7 Years of Service)	Special Education Teacher	Canyon Hills JHS	05/30/2020
BLECKER, Brenda (34 Years of Service)	Mathematics Teacher	Chino HS	07/01/2020
LIBBY, Gary (16 Years of Service)	Social Science Teacher	Chino HS	07/01/2020
MARGALA, Julie (15 Years of Service)	Mathematics Teacher	Chino HS	06/01/2020
MUHR, Laureen (36 Years of Service)	Instructional Coach	Access & Equity	06/01/2020

PLACED ON THE 39 MONTH REEMPLOYMENT LIST

PARKS, Susan	School Nurse	Health Services	05/12/2020
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CERTIFICATED PERSONNEL (cont.)

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

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2020/2021 SCHOOL YEAR

HALVERSON, Taylor	Speech Language Pathologist	Special Education	08/04/2020
TROST, Timothy	Band Teacher	Ayala HS	07/01/2020

APPOINTMENT - EXTRA DUTY

CALDERON, Derek (NBM)	Football (B)	Ayala HS	05/22/2020
SCOTT, LaCresha (NBM)	Girls Basketball (B)	Ayala HS	05/22/2020
STEWART, Stanley (NBM)	Girls Basketball (B)	Chino Hills HS	05/22/2020

APPOINTMENT - SUMMER SCHOOL TEACHERS - EXTENDED SCHOOL YEAR

ARAGON, Loraine	M/M 5 th - 6 th Grade	Dickson ES	06/02/2020
BLISS, Julie	M/M K – 2 nd Grade	Dickson ES	06/02/2020
ESCOBEDO, Maggie	M/M Pre. K	Dickson ES	06/02/2020
GOMEZ, Anna	Autism 3 rd - 4 th Grade	Dickson ES	06/02/2020
LAIRD, Shae	Autism 5 th - 6 th Grade	Dickson ES	06/02/2020
NORBERG, Ciara	M/S K – 3 rd Grade	Dickson ES	06/02/2020
PEREZ, Lisa	M/M 3 rd - 4 th Grade	Dickson ES	06/02/2020
REYES, Brianda	M/M 5 th - 6 th Grade	Dickson ES	06/02/2020
SAITO, Steven	Autism K - 2 nd Grade	Dickson ES	06/02/2020
COLOCHO, Mercedes	M/M 7 th Grade	Chino HS	06/02/2020
CONNELLY, Josslin	M/M 7 th Grade	Chino HS	06/02/2020
FRANKLIN, Daniel	M/M Intervention ELA 9 th - 10 th Grade	Chino HS	06/05/2020
FRANKLIN, Daniel	M/M Intervention ELA 11 th - 12 th Grade	Chino HS	06/05/2020
FULLERTON, Keith	M/M Intervention Math 9 th - 10 th Grade	Chino HS	06/05/2020
FULLERTON, Keith	M/M Intervention Math 9 th - 10 th Grade	Chino HS	06/05/2020
LANDEROS, Daniel	M/M Intervention ELA 9 th - 10 th Grade	Chino HS	06/05/2020
LANDEROS, Daniel	M/M Intervention ELA 11 th - 12 th Grade	Chino HS	06/05/2020
ROMAN, Mary	M/M 8 th Grade	Chino HS	06/02/2020
ARMIJO, Michelle	M/S Adult Transition	Chino Hills HS	06/05/2020
BRADLEY, Sara	M/S 9 th - 12 th Grade	Chino Hills HS	06/05/2020
OLIVAS, Miranda	M/S 9 th - 12 th Grade	Chino Hills HS	06/05/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT - SUMMER SCHOOL TEACHERS - EXTENDED SCHOOL YEAR (cont.)

BYRNE, Leslie	Adaptive P.E.	Dickson ES	06/02/2020
		Chino HS	06/05/2020
		Chino Hills HS	06/05/2020
STRAHAN, Thomas	Adaptive P.E.	Dickson ES	06/02/2020
		Chino HS	06/05/2020
		Chino Hills HS	06/05/2020
WOOLERY, Deborah	Speech/Language	Chino HS	06/05/2020
		Chino Hills HS	06/05/2020

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2019/2020 SCHOOL YEAR**RETIREMENT**

NEWTON, Patricia (18 Years of Service)	Coordinator, Payroll and Benefits Services	Business Services	06/01/2020
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

ROBLES, Yeiri	Nutrition Services Roving Assistant (NS)	Nutrition Services	05/22/2020
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RE-HIRE FROM 39 MONTH RE-EMPLOYMENT LIST

SALAZAR, Valeri	IA/Special Education (SELPA/GF)	Cal Aero K-8	05/22/2020
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RETIREMENT

ALLBRIGHT, Michelle (9 Years of Service)	Administrative Secretary I (GF)	Assess. & Instructional Technology	07/01/2020
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APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

TABATA, Ana	High School Receptionist (SS)	Ayala HS	06/05/2020
GUTIERREZ, Gabriel D.	Security Person (SS)	Don Lugo HS	06/08/2020

APPOINTMENT - SUMMER FEEDING PROGRAM

CASTILLO, Arelly	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
FELIX, Trinidad	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
GONZALEZ, Obdulia	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
KATSUHIRO, Leticia	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
ORTEGA, Selena	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
PARRY, Tina	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
RAMIREZ, Jennifer	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
SIRISUB, Brenda	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
SUNAGAWA, Cynthia	Nutrition Services Assistant I (NS)	Chino HS	06/01/2020
AGUILAR, Josabeth	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
BROWN, Kimberly	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
CHAN, Stella	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT - SUMMER FEEDING PROGRAM</u> (cont.)			
FERRIERA, Linda	Nutrition Services Manager I (NS)	Don Lugo HS	06/01/2020
FLORES, Blanca	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
GARCIA, Arlene	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
OROSCO, Melody	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
ROSS, Esmeralda	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
VAUGHT, Julie	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
YOKOTA, Doris	Nutrition Services Assistant I (NS)	Don Lugo HS	06/01/2020
GORDON, Melodee	Nutrition Services Assistant I (NS)	TBD	06/01/2020
HOWARD, Kimberly	Nutrition Services Assistant I (NS)	TBD	06/01/2020
MANSOUR, Lisa	Nutrition Services Assistant I (NS)	TBD	06/01/2020
RANGEL, Paula	Nutrition Services Assistant I (NS)	TBD	06/01/2020
SEIFERT, Teresa	Nutrition Services Assistant I (NS)	TBD	06/01/2020

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021

ACEVES, Lorraine	ALVARADO, Erika	ARCA, Sarah
ARRISON, Shannon	BAEZA, Mario	BAKER, Susana
BALLESTEROS, Venus	BARRAGAN, Gabriela	BAYONA, Karen
BEADLESCOMB, Barbara	BETANCOURT, Caroline	BRADY, Connie
BRANDYBERRY, Lillian	BUQUID, Natasha	BURKE, Carina
BUSTO, Giovana	CABEBE, Michael	CAMPOS, Alexis
CANSECO, Hilda	CARDONA, Yolanda	CARMONA, Sindia
CATALAN, David	CHAMBERS, Carrie	CHAMBERS, Danielle
CHAVEZ, Francine	CORTEZ, Jeannie	COTA, Kristine
CUMMINS, Elidia	DAMICO, Sandra	DAY, Shannon
DE LA TORRE, Roxana	DELLA MARNA, Eric	DORADO, Adrian
DUTRA DE ALMEIDA, Maria Jacinta	ELLERBECK, Antonina	ESPINOZA, Zachariah
ESSLINGER, Samantha	FELIX, Gabriel	FERREIRA, Christina
FORTIE-NUDO, Marlina	GALLEGOS, Erik	GARCIA, Jacqueline
GARIBAY, Victoria	GEETER, Joshua	GERDINE, Frank
GONZALES, Theresa	GONZALEZ, Maria	GONZALEZ, Martin
GONZALEZ, Sarah	GREEN, Melissa	GRIEGO, Michael
GUPTA, Kriti	GUZMAN, Christina	HAMILTON, Bernice
HERNANDEZ, Gabriella	HERRERA, Laura	HILL, Zachary
HOENISCH, Susan	HOLIDAY, Joy	HOLZMEISTER, Esther
HORN, Sheila	HOUDETSANAKIS, Andrea	IASPARRO, Lesa
JARIDLY, Annette	JOHNSTON-AU, Theresa	JONES, Marsha
KALINOWSKI, Aubree	KATSUHIRO, Leticia	KENDRENA, Sandra
KRAMMER, Sarah	LANTER, Suzanne	LEMONS, Maria
LONGEROT-MARTINI, Deborah	LOPEZ, Lorraine	LORUSSO, Elizabeth

CLASSIFIED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021 (cont.)

MACANAS, Maileen	MARIN, Susana	MARTINEZ, Vanessa
MCCOLLUM, Amy	MCCOOL, Bonnie	MCMULLIN, Pamela
MELO, Rosa	MENDOZA-GARCIA, Norma	MERGY, Monique
MEZA, Abigail	MEZA, Richard	MOHLMAN, Janice
MOORE, JoAnna	MORENO, Rosalie	NAKASAKI, Nadine
NEAL, Gloria	OBOZA, Cathleen	ORODPOUR, Kristi
PADILLA, Melissa	PALMER, Anne	PAREDES, Maria
PATE, Sheila	PAZ, Jeffrey	PEREZ, Naomi
PHANBUH, Wandalin	PICKETT, Deanne	POINTER, Delphine
PROUDFIT, Linda	RAMOS, Erica	RENFRO, DaSean
REYES, Elsa	REYNA, Yolanda	RICHARDSON, Ashleigh
ROBERSON, Corina	RODRIGUEZ, Arlene	RODRIGUEZ, Matthew
ROMERO, Soledad	ROSALEZ-ALVAREZ, Ayla	SALDANA, Vanessa
SCHMIDT, Karen	SEARS, Brianna	SEKI, Margaret
SERRA, Alicia	SHAH, Sejal	SHIRLEY, Colleen
SIFUENTES, Unique	SIN, Carol	SLEGGERS, Gwenda
SMITH, Dwayne	SOLORZANO, Annete	SONGCO, Margarita
SOTELO, Mike	SWEENEY, Carmen	TAFOYA, Darlene
TICE, Noemi	TINOCO, David	TOOLE, Cailee
TOOLE, Catherine	TOPETE, Natalie	TRIVEDI, Namrata
TROVAO, Marilia	TRUJILLO, Jocelyn	TURLEY, Colleen
ULTRERAS, Kristy	VASQUEZ, Trinidad	VELAZQUEZ VELAZQUEZ, Maria
VIERNES, Elvis	VILLARREAL, Cynthia	VIS, Cathy
VISTA, Sontri	VIZARRO, Janell	WALTZ, Eric
WENDLING, Kathlyn	WERLING, Chloe	WERLING, Cory
WILLIAMS, Nanette	WILSON, Dyana	YAMAS, Christina
YAMAS-ALONZO, Andrea	ZAMORA, Amanda	

(504) = Federal Law for Individuals with Handicaps
 (ACE) = Ace Driving School
 (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
 (CAHSEE) = California High School Exit Exam
 (CC) = Children's Center (Marshall)
 (CDF) = Child Development Fund
 (CSR) = Class Size Reduction
 (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

(MM) = Measure M – Fund 21
 (MAA) = Medi-Cal Administrative Activities
 (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: May 21, 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

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BACKGROUND

Claim 20-04-07 was submitted on April 29, 2020, by Heather Zuhlke, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$5,906.00.

Claim 20-04-08 was submitted on April 29, 2020, by Ronald Martin, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$6,191.00.

Claim 20-05-09 was submitted on May 1, 2020, by Sylvia Casillas, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$3,874.87.

Claim 20-05-10 was submitted on May 1, 2020, by Leslie Byers, a parent at Ayala HS. Claimant alleges that while on the school site assisting band students she tripped and fell on uneven cement causing severe injury. Claimant seeks unspecified damages and seeks a settlement demand that lies within the jurisdiction of the Superior Court.

Claim 20-05-11 was submitted on May 1, 2020, by William T. Byers, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$5,961.10.

Claim 20-05-12 was submitted on May 1, 2020, by Tammie Famble, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$2,299.00.

Claim 20-05-13 was submitted on May 1, 2020, by May Pagan, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$2,213.00.

Claim 20-05-14 was submitted on May 1, 2020, by Krupesh Desai, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$7,542.33.

Claim 20-05-15 was submitted on May 1, 2020, by Laura Haskell, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$1,786.23.

Claim 20-05-16 was submitted on May 1, 2020, by Juli Santorsola, a parent at Ayala HS. Claimant is requesting a refund for cost of a school-sponsored field trip that was cancelled by the Chino Valley Unified School District due to the COVID-19 pandemic. Claimant seeks reimbursement for the cost of the field trip expenses in the amount of \$4,802.00.

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