



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

June 18, 2020

BOARD OF EDUCATION

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

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive, Chino, CA 91710
REGULAR MEETING OF THE BOARD OF EDUCATION
4:50 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
June 18, 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 June 18 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, June 18, 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, June 18, 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 – 4:50 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Labor Negotiators (Government Code 54957.6): A.C.T. and CSEA negotiations. Agency designated representatives: Frank Arce, Isabel Brenes, Sandra Chen, and Richard Rideout. (15 minutes)
- b. Public Employee Discipline/Dismissal/Release (Government Code 54957): (45 minutes)
- c. Public Employee Appointment (Government Code 54957): Director, Transportation; and High School Assistant Principals. (10 minutes)

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

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

I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES

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

I.E. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. Resolution 2019/2020-61 Order of Election and Specifications of the Election Order in the Chino Valley Unified School District of San Bernardino County, California, Resolution Ordering School District Election for Governing Board Members Whose Terms Expire December 11, 2020

Page 11

Motion ___ Second ___

Vote: Yes ___ No ___

Recommend the Board of Education adopt Resolution 2019/2020-61 Order of Election and Specifications of the Election Order in the Chino Valley Unified School District of San Bernardino County, California, Resolution Ordering School District Election for Governing Board

Members Whose Terms Expire December 11, 2020.

II.B. BUSINESS SERVICES

II.B.1. Adoption of the 2020/2021 Budget

Page 13

Recommend the Board of Education adopt the 2020/2021 budget for all funds and authorize the Superintendent or designee to sign the 2020/2021 District Certification of Budget Adoption.

Motion ___ Second ___

Vote: Yes ___ No ___

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Public Hearing on the Change (Increase) of Statutory Developer Fees (Level 1) and Adoption of Resolution 2019/2020-60 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995

Page 15

Recommend the Board of Education:
a) Conduct a public hearing on the change of statutory developer fees (Level 1) on residential and commercial/industrial development, and
b) Adopt Resolution 2019/2020-60 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

Open Hearing _____

Close Hearing _____

Motion ___ Second ___

Vote: Yes ___ No ___

II.C.2. Final Facilities Memorandum of Understanding Between Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School; Shared Use Agreement Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School

Page 24

Recommend the Board of Education approve the Final Facilities Memorandum of Understanding Between Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school; Shared Use Agreement Chino Valley Unified School District and

Motion ___ Second ___

Vote: Yes ___ No ___

Sycamore Academy of Science and Cultural Arts-
Chino Valley charter school.

II.D. HUMAN RESOURCES

II.D.1. Addendum to the Employment Contract for the Superintendent of the Chino Valley Unified School District

Page 75

Recommend the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District.

Motion ___ Second ___

Vote: Yes ___ No ___

III. CONSENT

Motion ___ Second ___

Vote: Yes ___ No ___

III.A. ADMINISTRATION

III.A.1. Minutes of the June 2, 2020 Special Meeting, and June 4, 2020 Regular Meeting

Page 77

Recommend the Board of Education approve the minutes of the June 2, 2020 special meeting, and June 4, 2020 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 87

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

III.B.2. 2020/2021 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 88

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.3. Fundraising Activities

Page 90

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

III.B.4. Donations

Page 95

Recommend the Board of Education accept the donations.

III.B.5. Resolution 2019/2020-62 Use of 2020/2021 Education Protection Account Funds

Page 97

Recommend the Board of Education adopt Resolution 2019/2020-62 Use of 2020/2021 Education Protection Accounts Funds.

III.B.6. Resolution 2019/2020-63 Transfers of Appropriations for 2021
Page 101 Recommend the Board of Education adopt Resolution 2019/2020-63 Transfers of Appropriations for 2020/2021.

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

III.C.1. COVID-19 Operations Written Report
Page 103 Recommend the Board of Education approve the COVID-19 Operations Written Report.

III.C.2. Local Agreement for Child Development Services CSPP-0426 and the Adoption of Resolution 2019/2020-64
Page 108 Recommend the Board of Education approve the Local Agreement for Child Development Services CSPP-0426 and the adoption of Resolution 2019/2020-64.

III.C.3. Local Agreement for Child Development Services CCTR-0193 and the Adoption of Resolution 2019/2020-65
Page 111 Recommend the Board of Education approve the Local Agreement for Child Development Services CCTR-0193 and the adoption of Resolution 2019/2020-65.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register
Page 114 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

III.D.2. Agreements for Contractor/Consultant Services
Page 115 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property
Page 119 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolution 2019/2020-50 Authorizing the Purchase of Computer Equipment and Related Services and Approval of Dell Financial Service Lease Purchase Agreement NO. 597571-63667 as Amended by Amendment No.1 and Associated Leave Schedule and Agreement
Page 121 Recommend the Board of Education ratify Resolution 2019/2020-50 Authorizing the Purchase of Computer Equipment and Related Services and Approval of Dell Financial Service Lease Purchase Agreement NO. 597571-63667 as Amended by Amendment No.1 and Associated Leave Schedule and Agreement.

III.D.5. Resolution 2019/2020-66 Authorizing the Purchase of Copier Equipment and Related Services and Approval of Cell Business Equipment Lease Agreement

Page 132

Recommend the Board of Education adopt Resolution 2019/2020-66 Authorizing the Purchase of Copier Equipment and Related Services and Approval of Cell Business Equipment Lease Agreement.

III.D.6. Notice of Completion for CUPCCAA Projects

Page 146

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

III.D.7. Bid 19-20-32F, Chino HS Reconstruction Phase II

Page 150

Recommend the Board of Education award Bid 19-20-32F, Chino HS Reconstruction Phase II to Crew, Inc.; Bogh Engineering; GBC Concrete & Masonry Construction, Inc.; VSC Incorporated, dba Vulcan Steel Company; Sierra Lathing Company, Inc.; A Preman Roofing, Inc.; Best Contracting Services, Inc.; Star Hardware; McKernan, Inc.; Continental Marble & Tile Co.; Southcoast Acoustical Interiors, Inc.; D&M Painting; K&Z Cabinets Co., Inc.; JG Tate Fire Protection Systems, Inc.; JPI Development Group; Fischer, Inc.; Alpha Mechanical, Inc.; Southern California West Coast Electric, Inc.; Kitcor Corporation; Conserve LandCare; Econo Fence, Inc.; and RVH Constructors, Inc.

III.D.8. Bid 19-20-49, District White Fleet Vehicles—Dodge

Page 153

Recommend the Board of Education award Bid 19-20-49, District White Fleet Vehicles—Dodge to MK Smith Chevrolet.

III.D.9. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 05)

Page 154

Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 05).

III.D.10. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 18)

Page 157

Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 18).

III.D.11. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-01)

Page 160

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-01).

- III.D.12. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 08-01)**
Page 165
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 08-01).
- III.D.13. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-04)**
Page 170
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-04).
- III.D.14. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 10-01)**
Page 174
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 10-01).
- III.D.15. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 26-01)**
Page 179
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 26-01).
- III.D.16. Change Order and Notice of Completion for Bid 18-19-15F, Chino Hills HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm**
Page 184
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-15F, Chino Hills HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm.
- III.D.17. Change Order and Notice of Completion for Bid 18-19-16F, Don Lugo HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm**
Page 188
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-16F, Don Lugo HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm.
- III.D.18. Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Ayala HS Feeder Group)**
Page 192
Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Ayala HS Feeder Group).

III.D.19. Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Chino Hills HS Feeder Group)

Page 196

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Chino Hills HS Feeder Group).

III.D.20. Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Don Lugo HS Feeder Group)

Page 200

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Don Lugo HS Feeder Group).

III.D.21. Change Order and Notice of Completion for Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security

Page 204

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security.

III.D.22. Change Order and Notice of Completion for CUPCCAA Bid 19-20-38I, Cal Aero K-8 Planter Infill Project

Page 209

Recommend the Board of Education approve the Notice of Completion for CUPCCAA Bid 19-20-38I, Cal Aero K-8 Planter Infill Project.

III.D.23. Notice of Completion for Bid 19-20-23F, Borba ES and Marshall ES Fencing Replacement

Page 213

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-23F, Borba ES and Marshall ES Fencing Replacement.

III.D.24. Rejection of Bid 19-20-46F, Chino Hills HS and Don Lugo HS Re-Roofing Project and Authorization to Rebid

Page 214

Recommend the Board of Education reject the bids received for Bid 19-20-46F, Chino Hills HS and Don Lugo HS Re-Roofing Project and authorize staff to rebid the project.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 215

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

IV. INFORMATION

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

**IV.A.1. Revision of Board Policy and Administrative Regulation 5121
Page 230 Students—Grades/Evaluation of Student Achievement**

Recommend the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5121 Students—Grades/Evaluation of Student Achievement.

V. DISCUSSION

V.A. ADMINISTRATION

**V.A.1. Vice President Christina Gagnier’s Request to Review Potential
Page 247 Reductions to the 2020/2021 Board of Education Operating Budget**

Recommend the Board of Education discuss Vice President Christina Gagnier’s request to review potential reductions to the 2020/2021 Board of Education operating budget.

VI. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VII. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: RESOLUTION 2019/2020-61 ORDER OF ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER IN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO COUNTY, CALIFORNIA, RESOLUTION ORDERING SCHOOL DISTRICT ELECTION FOR GOVERNING BOARD MEMBERS WHOSE TERMS EXPIRE DECEMBER 11, 2020

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BACKGROUND

The Office of the County Superintendent of Schools notified the District in June 2020, that the Biennial election of School Trustees is required to be held on Tuesday, November 3, 2020. It will be a consolidated election to include governing board members in elementary, high school, unified, and community college districts.

The attached Order of Election and Specification of the Election Order must be adopted by the Governing Board, signed by the clerk or secretary of the Board, and returned to the Registrar of Voters.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-61 Order of Election and Specifications of the Election Order in the Chino Valley Unified School District of San Bernardino County, California, Resolution Ordering School District Election for Governing Board Members Whose Terms Expire December 11, 2020.

FISCAL IMPACT

The cost of the election will be prorated among the school districts and other agencies consolidating with the election. The District will be billed after the election.

NE:pk

**ORDER OF ELECTION
AND
SPECIFICATIONS OF THE ELECTION ORDER**

**CHINO VALLEY UNIFIED SCHOOL DISTRICT OF
SAN BERNARDINO COUNTY, CALIFORNIA**

**RESOLUTION 2019/2020-61 ORDERING SCHOOL DISTRICT ELECTION FOR
GOVERNING BOARD MEMBERS WHOSE TERMS EXPIRE DECEMBER 11, 2020**

Resolved that, pursuant to Education Code, Section 5302, the County Superintendent of Schools of this County is hereby ORDERED to call an election for the purpose and in accordance with designations contained in the following specifications of the Election Order made under the authority of Education Code Sections 5304, 5320, and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

Date of Election: Tuesday, November 3, 2020

Purpose: Election of Three Governing Board Members

Polls will open at 7:00 a.m. and close at 8:00 p.m.

I, Norm Enfield, Secretary of the Board of Education of the Chino Valley Unified School District, San Bernardino County California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting on June 18, 2020.

Dated: _____

Norm Enfield, Ed.D., Secretary

Submit one (1) copy to the San Bernardino County Elections office
Submit one (1) copy to the County Superintendent of Schools
One (1) copy for your files

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 18, 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: ADOPTION OF THE 2020/2021 BUDGET

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BACKGROUND

The May Revision is the final statutory opportunity for the Governor to update his economic projections prior to the adoption of the State Budget in June. On May 14, 2020, Governor Newsom released his revised state budget for the 2020/2021 fiscal year in response to the economic shutdown caused by the COVID-19 pandemic.

Faced with plummeting resources, Governor Newsom’s revised State Budget proposes a multiyear effort to address the State’s \$54 billion budget shortfall through a combination of strategies. This includes drawing down reserves from the State’s Budget Stabilization Account using all of the funds in public education’s Rainy Day Fund, canceling program expansions and new programs that were proposed in the January State Budget, making programmatic reductions across government programs, and deferring apportionments payments to K-12 and community colleges.

The May Revision, while acknowledges the statutory cost-of-living adjustments (COLA), it suspends the COLA in 2020/2021 for all eligible programs, including Special Education, Child Nutrition, Preschool, and the Mandated Block Grant. It also proposes a reduction in addition to the statutory COLA suspension, for a total cut of 10% to the Local Control Funding Formula (LCFF). Absent additional federal funding to backfill the State’s shortfall, these deep cuts to the LCFF have significant and detrimental impacts to school districts.

The District’s proposed budget for 2020/2021 reflects Governor Newsom’s May Revision; the LCFF calculators provided by School Services of California; and the guidance from San Bernardino County Superintendent of Schools (SBCSS).

Based on the current District revenue assumptions and expenditure plan, the District's proposed general fund budget for 2020/2021 and 2021/2022 will meet the minimum statutory reserve requirement. It is projected that beginning 2022/2023, the general fund will not meet the minimum statutory reserve requirement. The SBCSS requires the governing board to take actions and identify ongoing budget reductions necessary to address the projected deficit.

Based on current assumptions, the budget for all other funds are in balance for 2020/2021 and two subsequent years.

Education Code 52062 requires the Board of Education to conduct a public hearing prior to approving the 2020/2021 budget at its June 18, 2020 meeting. The public hearing was held June 4, 2020. The 2020/2021 budget is available for public inspection on the Chino Valley Unified School District website at: <https://www.chino.k12.ca.us/page21214>.

RECOMMENDATION

It is recommended the Board of Education adopt the 2020/2021 budget for all funds and authorize the Superintendent or designee to sign the 2020/2021 District Certification of Budget Adoption.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PUBLIC HEARING ON THE CHANGE (INCREASE) OF STATUTORY DEVELOPER FEES (LEVEL 1) AND ADOPTION OF RESOLUTION 2019/2020-60 APPROVING A CHANGE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/ INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE 17620 AND GOVERNMENT CODE 65995

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BACKGROUND

Pursuant to Education Code 17620, school districts are authorized to levy fees on new residential and commercial/industrial construction to mitigate the impact of new development on school facilities. These fees are generally referred to as basic statutory fees or Level 1 fees. By statute, the developer fees are capped. The caps are adjusted every two years by the State Allocation Board to account for inflation. In January 2020, the developer fee cap for residential development increased by \$0.29 to \$4.08 per square foot. The cap for commercial/industrial construction was increased by \$0.05 to \$0.66 per square foot.

A Developer Fee Justification Study has been conducted by the District's consultant, Koppel & Gruber Public Finance, demonstrating the relationship between new residential and commercial/industrial construction and the District's need for school facilities construction and reconstruction. This relationship is shown in compliance with the requirements for the collection of Level 1 fees.

Government Code 66016 requires the District to hold a public hearing regarding the imposition of developer fees as part of a regularly scheduled Board of Education meeting prior to adopting or increasing such fees in Resolution 2019/2020-60. The resolution will go into effect 60 days after the date of adoption. If this resolution is adopted by the Board of Education, developer fees will increase on August 17, 2020.

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

RECOMMENDATION

It is recommended the Board of Education:

- a) Conduct a public hearing on the change of statutory developer fees (Level 1) on residential and commercial/industrial development, and
- b) Adopt Resolution 2019/2020-60 Approving a Change in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code 17620 and Government Code 65995.

FISCAL IMPACT

Increase of \$0.29 per square foot to \$4.08 for new residential development and room additions in excess of 500 square feet and increase of \$0.05 per square foot to \$0.66 for commercial/industrial development.

NE:GJS:pw

Chino Valley Unified School District
Resolution 2019/2020-60
Approving a Change in Statutory School Fees Imposed on
New Residential and Commercial/Industrial Construction
Pursuant to Education Code 17620 and Government Code 65995

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) provides for the educational needs for Grade K-12 students;

WHEREAS, in 2018, the Board had previously adopted and the District has imposed statutory school fees pursuant to Education Code 17620 and Government Code 65995(b)(1) and (b)(2) in the amount of Three and 79/100 Dollars (\$3.79) per square foot for assessable space of new residential construction and Sixty-One Cents (\$0.61) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction;

WHEREAS, on January 22, 2020, the State Allocation Board (SAB), authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code 65995(b)(3) to Four and 08/100 Dollars (\$4.08) per square foot for assessable space of new residential construction ("Residential Statutory School Fees") and Sixty-Six Cents (\$0.66) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (Commercial/Industrial Fees) collectively (Statutory School Fees), as long as such increases are properly justified by the District pursuant to law;

WHEREAS, new residential and commercial/industrial construction generates additional students for the District's schools and the District is required to provide school facilities (School Facilities) to accommodate those students;

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction;

WHEREAS, the Board has received and considered a report entitled "School Fee Justification Study" (Study), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities;

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the change in the Statutory School Fees;

WHEREAS, all notices of the proposed change in the Statutory School Fees have been given in accordance with applicable law;

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed change in the Statutory School Fees on June 18, 2020; and

WHEREAS, as to the Statutory School Fees, Education Code 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

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

Section 1. Accepts and adopts the Study.

Section 2. Finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. Finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. Finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. Finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have student capacity in existing School Facilities in certain areas of the District to accommodate these students.

Section 6. Finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. Finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. Finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. Finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. Finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. Finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. Finds that a separate fund (Fund) of the District and two or more sub-funds (Sub-Funds) have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments (Mitigation Payments) imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. Finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. Hereby is justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Applicable Statutory School Fees on such development projects in the following amounts:

- a. Four and 08/100 Dollars (\$4.08) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code 65995, in excess of five hundred (500) square feet.
- b. Sixty-Six Cents (\$0.66) per square foot of assessable space for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. Hereby is justified in levying Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Applicable Statutory School Fees on such development projects up to Sixty-Six Cents (\$0.66) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction except for properties that are classified as rental self-storage properties. The maximum applicable Statutory School Fees that may be levied on properties classified as rental self-storage properties on a per square foot of chargeable covered and enclosed space is Five Cents (\$0.05).

Section 16. Finds that the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. Finds that the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the Cities of Chino, Chino Hills and Ontario (collectively the Cities), the County of San Bernardino (County) and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, the County and OSHPD that new residential and commercial/ industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (Certificate of Compliance) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. Hereby adopts and establishes the procedures that permit the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code 17621 and Government Code 66020 and 66021.

Section 19. Finds that the Superintendent is authorized to cause a Certificate of Compliance to be issued for each residential development project, mobile home, manufactured home and commercial/industrial development project for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a residential development project, mobile home, manufactured home or commercial/industrial development project and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the Cities, County, or OSHPD as appropriate shall be so notified.

Section 20. Finds that no statement or provision set forth in this Resolution or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. Finds that if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. Finds that the change in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution changing the fees immediately on an urgency basis is adopted by the Board.

Approved, Passed, and Adopted by the Board of Education of the Chino Valley Unified School District this 18th day of June 2020.

Joe Shaffer, President

Attest:

Irene Hernandez-Blair, Clerk

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN BERNARDINO)

I, Irene Hernandez-Blair, Clerk, Board of Education of the Chino Valley Unified School District, do hereby certify that the foregoing was duly adopted by the Board of Education of such District at a regular meeting of said Board held on the 18th day of June 2020, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached resolution was adopted 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: June 18, 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 SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY CHARTER SCHOOL; SHARED USE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY 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 Sycamore Academy of Science and Cultural Arts-Chino Valley “SASCA-CV” charter school the Final Notification of Facilities Offered of co-located facilities at the District’s Alternative Education Center/ former Los Serranos school site, the Final Facilities Memorandum of Understanding “MOU” between CVUSD and SASCA-CV, and the Proposed Shared Use Agreement.

On May 14, 2020, the District confirmed that SASCA-CV’s Ronald Reagan Charter School Alliance Board of Trustees agreed to the District’s Final Facilities MOU and the Shared Use Agreement.

On May 18, 2020, SASCA-CV’s Board of Trustees approved the Final Facilities MOU with the Shared Use Agreement.

On or around June 4, 2020, SASCA-CV Executive Director Ms. Barbara Hale signed the Final Facilities MOU and the Shared Use Agreement.

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

RECOMMENDATION

It is recommended the Board of Education approve the Final Facilities Memorandum of Understanding between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school, and the Shared Use Agreement between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts-Chino Valley charter school.

FISCAL IMPACT

Pursuant to Education Code section 47614, the District will charge SASCA-CV a total pro rata share fee of \$104,446.35 based on District's facilities costs for SASCA-CV's use of exclusive and shared space at the District's Alternative Education Center/former Los Serranos school site, in addition to charging SASCA-CV a proportionate share of utility services costs in the amount of 25% of all utility costs during the one-year term of the Final Facilities MOU.

NE: GJS

Chino Valley Unified School District’s March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School’s November 1, 2019 Proposition 39 Facilities Request

FINAL
FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY
2020-2021

THIS FACILITIES MEMORANDUM OF UNDERSTANDING (“MOU”) 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 the Ronald Reagan Charter School Alliance (“RRCSA”), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley (“SASCA-CV”) charter school. The District and SASCA-CV may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District holds title to 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, SASCA-CV is a TK-6th grade charter school located within the boundaries of the District whose charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018, and on January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval such that SASCA-CV’s charter was approved for a five-year term from July 1, 2019 to June 30, 2024;

WHEREAS, on November 1, 2019, SASCA-CV submitted a request for school facilities under Education Code section 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2020-2021 school year to the District;

WHEREAS, on November 29, 2019, the District responded to SASCA-CV’s November 1st letter pursuant to California Code of Regulations, Title 5, section 11969.9(d);

WHEREAS, on December 17, 2019, SASCA-CV submitted its response to the District’s objections contained in its November 29, 2020 letter;

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

WHEREAS, on March 3, 2020, the District received SASCA-CV’s response to the District’s January 31, 2020 Preliminary Proposal dated February 28, 2020;

NE: _____
BH: EH

Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019 Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

WHEREAS, on or before March 31, 2020, pursuant to the requirements of California Code of Regulations, Title 5, section 11969.9(h), the District sent SASCA-CV its Final Notification of Facilities Offered, which provides SASCA-CV with reasonably equivalent facilities sufficient to house SASCA-CV's in-District students ("Final Notification");

WHEREAS, on or before May 1, 2020, pursuant to the requirements of California Code of Regulations, Title 5, § 11969.9(i), SASCA-CV must notify the District whether SASCA-CV intends to occupy the space identified in the Final Notification of Facilities offered;

WHEREAS, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities located at 15650 Pipeline Ave, Chino Hills, California ("AEC school site") for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

WHEREAS, the District and SASCA-CV enter into this MOU for SASCA-CV's use of co-located facilities at the AEC school site for the 2020-2021 school year **only**; and

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

NOW, THEREFORE, in consideration of SASCA-CV's pro rata share payment and of the covenants and agreements set forth herein to be kept and performed by SASCA-CV, the Parties agree as follows:

1. Term. The term of this MOU ("Term") is for one year, beginning on July 1, 2020 and shall terminate on the expiration of this MOU on June 30, 2021, unless earlier terminated in accordance with the terms of this MOU. The District makes no guarantee or representation that the co-located facilities will be available for any additional term beyond the current Term. The District retains all rights, including the right to move SASCA-CV to another location in the future in conformity with the law.

2. Use of the Co-Located Facilities. The District agrees to allow SASCA-CV's use of the co-located facilities, for the sole purpose of operating SASCA-CV's educational program in accordance with SASCA-CV's July 19, 2018 charter petition. The agreed use of the co-located facilities does not extend to any other use than the operation of the charter school including the use of the co-located facilities or the AEC school site address by the operators of SASCA-CV's affiliates, SASCA-CV's back-office service providers, other non-profits affiliated in any way with SASCA-CV, or any other entities.

A. The District offers SASCA-CV an amount and configuration of space at the AEC school site, as follows:

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Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In
Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019
Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

i. **Exclusive Use.** As depicted in Attachment 1 Site Plan, the facilities to be provided by the District for SASCA-CV's exclusive use include the following:

1. Eleven (11) Classrooms for TK-6 students (includes two (2) classrooms with restrooms suitable for use as kindergarten classrooms);
2. One (1) Classroom with a restroom suitable for use as a Nurse's Office and/or Office Space;
3. One (1) classroom suitable for use as Office Space;
4. Library;
5. Fenced Kindergarten Playground and play area;
6. Two (2) Storage rooms;
7. One (1) Custodial closet;
8. Enclosure for (1) Dumpster and (1) Recycling Bin; and
9. Fifteen (15) Parking Spaces in the Upper Parking Lot.

ii. **Shared Use.** As depicted in Attachment 1 Site Plan, the facilities to be provided by the District for SASCA-CV's shared use include the following:

1. Upper Playground;
2. Athletic Fields;
3. Paved Play-Space/Basketball Courts;
4. Covered Pick-Up/Drop-Off Area; and
5. Sixty-nine (69) Parking Spaces in the Front Parking Lot.

iii. SASCA-CV's use of exclusive and shared space at the AEC school site shall be governed by the Shared Use Agreement, Attachment 2.

B. Delivery of the Shared Use and Exclusive Use Space. The District will fulfill its delivery obligation upon SASCA-CV's acceptance of the Final Notification of Facilities, the Final Facilities Memorandum of Understanding and the Shared Use Agreement.

C. Furnishings and Equipment. The District will provide SASCA-CV reasonably equivalent furnishings and equipment to SASCA-CV. All furnishings and equipment provided to SASCA-CV shall remain the property of the District, shall be used for the sole purpose of operating

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BH: EA

Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In
Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019
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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

SASCA-CV's educational program, and shall be returned to the District at the end of the Term in the same condition as received upon vacating the Shared Use and Exclusive Use space. SASCA-CV shall be financially responsible for any damage caused by its use of the District's furnishings and equipment.

- i. Furnishings and equipment purchased with non-District funds are excluded from the analysis of reasonably equivalent pursuant to 5 C.C.R. section 11969.2(e).
- ii. The District shall develop and maintain an inventory of all reasonably equivalent furnishings and equipment provided to SASCA-CV during the Term of this MOU.
- iii. SASCA-CV shall develop and maintain an inventory of all SASCA-CV furnishings and equipment purchased by SASCA-CV during the Term of this MOU. SASCA-CV shall provide the District with a written copy of the SASCA-CV inventory on September 1, 2020 and June 1, 2021.
- iv. During the Term of this MOU, SASCA-CV shall request repair of furnishings and equipment (including, but not limited to desks, chairs, playground equipment, security alarms, fixtures, and security) consistent with District policies via the District's "SchoolDude," online work order system.

D. Civic Center Act. SASCA-CV shall have use of the space allocated to SASCA-CV for the operation of its educational program pursuant to the SASCA-CV charter during its regular school hours; provided, however, that after 4:00 pm on each weekday and all day on weekends and holidays, the non-exclusive use areas of the AEC school site 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 the District. SASCA-CV shall direct all individuals requesting Civil Center Act, joint use or recreational program use to contact the District to request use of facilities at the AEC school site.

E. Current Program Use. SASCA-CV 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 school site including the District's Alternative Education Center, the Chino Valley Learning Academy, or the Spectrum Center Schools and Programs.

F. Third-Party Use. In the event a District-approved third-party uses the AEC school site, SASCA-CV 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 AEC school site.

G. Reversion to District. Upon the termination or expiration of this MOU by its terms, the right to use and occupation of the co-located facilities and District furnishings and equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor

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Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In
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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

agreement. Upon termination of this MOU, the District shall recoup the full rights and benefits of its ownership of the co-located facilities, including, but not limited to, possession and use of the co-located facilities for District programs and services.

H. One Physical Location/Site. Pursuant to Education Code section 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographical boundaries of a school district. SASCA-CV agrees that it will not establish any additional physical locations and/or sites within the District beyond the AEC school site.

I. Full and Complete Satisfaction. SASCA-CV agrees that, by accepting the co-located facilities, SASCA-CV certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to SASCA-CV under Education Code section 47614 and all Proposition 39 implementing regulations for the duration of the Term. SASCA-CV 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 SASCA-CV may believe would violate the substantive or procedural requirements of Proposition 39 and its implementing regulations.

J. Allocation of Facilities. Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the AEC school site to SASCA-CV for the 2020-2021 school year is based upon 125.4 Total in-District ADA. In the event that the District over-allocates space to SASCA-CV, the District shall exercise its rights under Proposition 39 regulations to collect the overallocation fee from SASCA-CV (5 CCR section 11969.8).

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

L. Utilities. SASCA-CV shall be responsible for payment of utility services costs during SASCA-CV's use of the co-located facilities during 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, etc.) and bill SASCA-CV monthly via invoice for its proportionate share of utility services agreed to be twenty-five percent (25%) of the total monthly AEC utilities costs. SASCA-CV 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. SASCA-CV understands the utility services fee is in addition to the pro rata share fee.

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BH: EH

Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In
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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

M. Computer Network and Internet Services. For the 2019-2020 school year, the District installed and offered to provide SASCA-CV with a reasonably equivalent Computer Network and Internet Services for the AEC school site, which included the network infrastructure, a firewall, and an operational phone and intercom system, but did not include the District providing any servers to SASCA-CV. SASCA-CV's governing board approved the ratification of an agreement with URM Technologies on August 26, 2019. The agreement describes URM's scope of work and computer network services for SASCA-CV and its sister charter school, at a cost of \$477,624.50. On November 5, 2019, SASCA-CV Executive Director Ms. Hale informed the CVUSD Superintendent that SASCA-CV "obtained internet access independently of the District as of October 30, 2019;" therefore, SASCA-CV did not accept the District's offer of a reasonably equivalent Computer Network. For the 2020-2021 school year, should SASCA-CV request to use the District's Computer Network and Internet Services, SASCA-CV must accept the District's Computer Network and Internet Services MOU which defines the District's provision of and SASCA-CV's use of the District's Computer Network at the AEC school site. Otherwise, SASCA-CV shall secure Internet and phone services at its own cost.

3. Fees for Use of Facilities.

A. Pro Rata Share Fee. The District shall provide SASCA-CV with reasonably equivalent facilities for the 2020-2021 school year and shall charge SASCA-CV a pro rata share fee of \$104,446.35 pursuant to Education Code section 47614(b) and 5 C.C.R. section 11969.7. A breakdown of the calculation of the pro rata share fee is shown in Attachment 3.

B. Assessment of Pro Rata Share Fee. Payment of the pro rata share fee will be due to the District. The District shall invoice SASCA-CV for ten installment payments for the pro rata share fee, commencing September 1, 2020 and ending with the tenth and final payment due on June 1, 2021. The pro rata share fee is equal to nine payments of \$10,444.64 and one payment of \$10,444.59, totaling to ten payments. The pro rata share fee will be payable by SASCA-CV to the "Chino Valley Unified School District" and delivered to the CVUSD Assistant Superintendent of Business Services. Payment from SASCA-CV to the District will be due in thirty (30) calendar days from the date of the invoice.

C. Late Payment. SASCA-CV acknowledges that late payment of the pro rata share charge by SASCA-CV to the District will cause District to incur costs not contemplated by this MOU, 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 any installment of the pro rata share charge or any other sum due from SASCA-CV by 4:00 p.m. within ten (10) calendar days after the payment is due, SASCA-CV shall pay to 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 SASCA-CV shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by SASCA-CV. Acceptance of late sums by District shall in no event constitute a waiver of SASCA-CV's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

D. Disputes as to Pro Rata Share Fee. If SASCA-CV disputes all or any part of the pro rata share fee, SASCA-CV shall pay the undisputed portion of the charge per the terms provided in section 3.B. above, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California at SASCA-CV's expense. The Parties agree the first attempt to resolve the dispute is that SASCA-CV shall prepare and send to the District a written notice of dispute of the pro rata share fee with the following information: (1) a statement of facts of the dispute (2) specific resolution sought by SASCA-CV, and within thirty (30) business days from receipt of the notice of dispute, District representatives shall prepare and send a written response to the dispute, if SASCA-CV finds the District's response to be agreeable, SASCA-CV shall prepare and send a written notice indicating the dispute has been resolved, or if SASCA-CV disagrees with the District's response, SASCA-CV shall prepare a written request to informally meet with District representatives weekly to resolve the dispute until the dispute has been resolved. The disputed amount shall remain in escrow until the pro rata share fee dispute is resolved either through the dispute resolution process described above or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the District.

4. Maintenance. All facilities provided to SASCA-CV 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. Costs of maintenance and operations services are included in the pro rata share fee. 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 section 17582. The District shall include SASCA-CV's exclusive use 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 SASCA-CV requests that the District perform maintenance and repairs to SASCA-CV's exclusive use space at AEC allocated to SASCA-CV, SASCA-CV 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 SASCA-CV's submission of maintenance and repair requests.

SASCA-CV shall be responsible for all custodial services in spaces allocated for SASCA-CV's exclusive use. SASCA-CV shall require all custodial services to be performed in a manner equivalent to the custodial services performed at all other District school sites. Should SASCA-CV 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 SASCA-CV reasonable costs for such services if SASCA-CV 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 SASCA-CV receives written permission from the District to perform landscaping or grounds

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BH: PH

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keeping. SASCA-CV shall not modify or remove any landscaping or trees at the AEC school site in any manner, unless SASCA-CV receives written permission from the District. SASCA-CV shall request removal of graffiti and repair of any vandalism at the co-located facilities consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

SASCA-CV 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 SASCA-CV's use of shared and exclusive space. SASCA-CV 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 the pest management for the AEC school site in accordance with District's Integrated Pest Management Program policy and the Healthy Schools Act. SASCA-CV shall pay the fee or charge to the District for pest management service, which will be included in SASCA-CV's utilities costs. SASCA-CV must submit a written request to the District if SASCA-CV wants to schedule additional pest management service provided by the District. SASCA-CV shall provide the District with SASCA-CV's Integrated Pest Management Program certificate on or before July 1, 2020.

6. Alterations, Additions, and Improvements by SASCA-CV. SASCA-CV shall have no right to make alterations or additions to shared use and exclusive use space in any way, or to construct or install any improvements (as defined in California Civil Code section 8050(a)) on the shared use and exclusive use space without receiving the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). SASCA-CV shall not paint any part or install any wall coverings or flooring materials on the shared use and exclusive use space without the prior written consent of the District. Unless otherwise specified in this MOU, in each case where prior written consent of the District is required under this section or any other provision of this MOU, 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 SASCA-CV 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, clearance, and all other applicable fire and building code standards requires prior inspection and written approval by the Chino Valley Independent Fire District.

B. District 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 SASCA-CV with respect to the construction or installation of alterations or 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

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the District's construction requirements. The construction or installation of alterations or 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 requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that alterations or improvements are being constructed or installed to enter the SASCA-CV's exclusive use space and to inspect the work.

D. Indemnification for Alterations or Improvements Work. SASCA-CV shall indemnify, defend, and hold harmless the District, its directors, officers and employees or contractors from SASCA-CV's violation of any 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 alterations or improvements be paid prevailing wages.

E. Delivery of Instruments and Documents. SASCA-CV shall deliver to the District, within five (5) business days after SASCA-CV'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 shared use and exclusive use 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 or Claims. SASCA-CV shall not permit any liens or claims to stand against the shared use and exclusive use space for labor or material furnished in connection with any work performed by SASCA-CV. Upon reasonable and timely notice of any such lien or claim delivered to SASCA-CV by the District, SASCA-CV may bond and contest the validity and the amount of such lien, but SASCA-CV shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at SASCA-CV's sole expense. Additionally, SASCA-CV shall not use or occupy 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. SASCA-CV shall provide written evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

7. Sign. SASCA-CV shall, at SASCA-CV's sole cost, have the right to place on an existing wall or fence within SASCA-CV's exclusive use space one banner sign stating SASCA-CV's charter school name and other pertinent information, provided SASCA-CV obtains the prior

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written approval and consent of District. SASCA-CV's sign shall not require any alterations, improvements, or modifications to the exclusive use space in order to erect such sign. SASCA-CV's sign shall be in compliance with all District standards and SASCA-CV'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 MOU, SASCA-CV shall, at its sole cost and expense, maintain its sign in good condition and repair. At the termination of the MOU, SASCA-CV shall remove the sign which it has placed on the exclusive use space, and shall repair any damage caused by the installation or removal of SASCA-CV's sign.

8. Surrender. Upon the expiration of the Term or earlier termination of this MOU, SASCA-CV shall restore and surrender the shared use and exclusive use space and the Furnishings and Equipment to the District, in the same condition as when received, free and clear of any liens or encumbrances. SASCA-CV shall be financially liable for any damage or excessive wear and tear to the shared use and exclusive use space. No fixtures as defined by California Civil Code section 660 shall be removed by SASCA-CV at any time.

A. If SASCA-CV has made any improvements or alterations, whether temporary or permanent in character, all of SASCA-CV's improvements or alterations, unless otherwise agreed to by the District, shall be removed and the shared use and exclusive use space shall be surrendered to District upon expiration of the Term or earlier termination of this MOU in the condition existing prior to SASCA-CV's alterations or improvements at the expense of SASCA-CV.

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

C. Prior to the last day of the Term, SASCA-CV shall, unless otherwise agreed to by the District, remove completely all of SASCA-CV's personal property, including moveable SASCA-CV furniture, SASCA-CV trade fixtures and equipment not attached to the shared use and exclusive use space, and shall repair all damage caused by removal.

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

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9. Holding Over. SASCA-CV shall not be permitted to hold over possession of the shared use and exclusive use space after expiration of this MOU or earlier termination of this MOU without the express written consent of the District, which consent by the District may withhold in its sole and absolute discretion. Any holdover by SASCA-CV shall constitute a breach of this MOU by SASCA-CV 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, SASCA-CV shall not access, occupy, or use the shared use and exclusive use space during the hold over period except to remove SASCA-CV's personal property and alterations or improvements as agreed with the District; provided, however, that these hold over provisions shall not apply to those situations where SASCA-CV previously made a timely and legally sufficient request under Proposition 39 regulations for the school year to commence after June 30, 2021, the District made a facilities offer and SASCA-CV accepted, and there is a delay in the delivery of the facilities. No payment of money by SASCA-CV after termination of this MOU, or after the giving of notice of termination by the District to SASCA-CV shall reinstate, continue or extend the Term.

10. Compliance with District Policies. SASCA-CV shall comply with all CVUSD Board policies regarding the operations and maintenance of the shared use and exclusive use 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 AEC school site through security systems and devices, including, but not limited to locks and gates. SASCA-CV is required at all times to maintain the security of the shared use and exclusive use space by the proper use of all such security systems and devices.

A. Locks, Keys, or Padlocks. SASCA-CV is strictly prohibited from changing, modifying or installing any locks, 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 SASCA-CV. Immediately upon expiration or termination of the Term of this MOU, the District shall rekey all locks to the specifications of the District.

12. Emergencies. The Executive Director/Principal of SASCA-CV and Dr. Preston Carr, the Director of Alternative Education, 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 at the AEC school site.

A. A health and/or safety emergency shall include but not be limited to reports of any serious incident that takes place on the AEC school site and when law enforcement, fire department, or paramedics are involved, including, incidents of arson, incidents of physical or sexual abuse, bomb threats, weapons on the AEC school site, active shooter on the AEC school site, and the sale of narcotics on the AEC school site. Section 54956.5(a) of the Government Code

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defines "emergency" to mean "a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both."

B. SASCA-CV 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 AEC school site. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in joint fire, emergency, or site safety drills along with existing programs at the AEC school site. The Shared Use Agreement requires that SASCA-CV Executive Director/Principal shall meet with Dr. Carr as needed to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the AEC school site.

13. School Safety Plan. SASCA-CV must develop and submit to the District by September 1, 2020 a School Safety Plan that complies with Education Code sections 32280-32289 and is consistent with the California Department of Education's "*Compliance Checklist for a Comprehensive School Safety Plan.*" SASCA-CV shall maintain a copy of the School Safety Plan in its office in SASCA-CV's allocated Exclusive Space.

14. Condition of Subject Property. The District is not aware of any defect in or condition of the shared use and exclusive use space that would prevent SASCA-CV's use for SASCA-CV'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 shared use and exclusive use space that calls into question the appropriateness or sufficiency of the shared use and exclusive use space for their intended purpose. SASCA-CV, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to SASCA-CV's use and occupancy of the shared use and exclusive use 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 SASCA-CV's use of the shared use and exclusive use space or any alterations, additional, improvements, or modifications to the shared use and exclusive use space made by SASCA-CV with the District's approval.

SASCA-CV 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 SASCA-CV. SASCA-CV shall assume responsibility for compliance with ADA and FEHA access laws to the extent of any modifications or improvement made by SASCA-CV. Should any modifications or improvements made by SASCA-CV change or affect the character of any existing improvements, SASCA-CV shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. SASCA-CV shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the shared use and exclusive use space.

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SASCA-CV shall not do or permit anything to be done in or about the shared use and exclusive use space nor bring or keep anything therein which will in any way increase the existing insurance rates or affect any fire or other insurance upon the shared use and exclusive use space or any of its contents or cause a cancellation of any insurance policy covering said shared use and exclusive use space or any part thereof or any of its contents, nor shall SASCA-CV sell or permit to be kept, used, or sold in or about said shared use and exclusive use 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 shared use and exclusive use space due to SASCA-CV's use and occupancy thereof, SASCA-CV, at its expense, shall be obligated to clean all the property affected, including, if applicable, any other affected properties in the vicinity of the shared use and exclusive use space, to the satisfaction of the District and any governmental agencies having jurisdiction over the shared use and exclusive use space or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If SASCA-CV 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 SASCA-CV.

SASCA-CV shall not do or permit anything to be done in or about the shared use and exclusive use space that will in any way obstruct or interfere with the rights of the District or injure or allow the shared use and exclusive use space to be used in any unlawful or objectionable purpose, nor shall SASCA-CV cause, maintain, or permit any nuisance as defined by California Civil Code §§ 3479 and 3480 in or about the shared use and exclusive use space. SASCA-CV shall not commit or suffer to be committed any waste in or upon the shared use and exclusive use space.

15. Title to School Site. The Parties acknowledge that title to the AEC school site 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 SASCA-CV's personal property or persons (including without limitation SASCA-CV's students or members of SASCA-CV's staff).

B. The RRCSA Board of Trustees shall ensure that at all times SASCA-CV 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 MOU, SASCA-CV shall obtain and keep in effect liability coverage as follows:

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- i. **Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of SASCA-CV’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 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 the shared use and exclusive use space and operations.
 - 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 fourteen million dollars (\$14,000,000) per occurrence and fourteen million dollars (\$14,000,000) in the aggregate, in excess of the general liability insurance, automobile liability, sexual abuse liability, workers’ compensation, crime liability, employer’s liability, cyber liability, fiduciary liability, and errors and omissions insurance.
- v. **Employment Practices and Fiduciary Liability** - SASCA-CV 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** – SASCA-CV 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** - SASCA-CV shall maintain Workers’ Compensation Insurance as required by the California Labor Code. SASCA-CV 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 policy shall be endorsed with the insurer’s waiver of its rights of subrogation against the District.

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- 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 SASCA-CV employee dishonesty.
- x. **Student and Volunteer Accident** - SASCA-CV shall maintain student accident insurance with limits of twenty-five thousand dollars (\$25,000) per injury/accident, catastrophic (CAT) coverage with limits of seven thousand five hundred dollars (\$7,500) and volunteer accident insurance with limits of fifty thousand dollars (\$50,000) per injury/accident.
- xi. **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 SASCA-CV 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, 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.
- xii. **Endorsement** - Each policy required above shall be endorsed to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.
- xiii. **Special Endorsement for Certain Policies** – 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 SASCA-CV; and with respect to liability arising out of SASCA-CV’s operations, including work or operations performed by or on behalf of the SASCA-CV, and the acts and/or omissions of the SASCA-CV’s officers, employees, invitees, agents, and volunteers.”

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The endorsements are to be signed by the person authorized by the SASCA-CV's insurance carrier to bind coverage on its behalf.

- xiv. **Provision of Certificates of Insurance Policies** - SASCA-CV 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. SASCA-CV shall not be allowed to occupy the shared use and exclusive use space until it has provided all required insurance documentation.
- xv. **Expiration/Cancellation of Insurance Policies** - SASCA-CV 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.

C. SASCA-CV shall maintain all of the above insurance based upon coverage for the number of persons employed by SASCA-CV. SASCA-CV shall provide the District with written notice of the number of employees that SASCA-CV's insurance covers and the number of employees employed at SASCA-CV quarterly on September 30, 2020, December 30, 2020, March 31, 2021 and May 30, 2021.

D. The District may, at its discretion, require additional coverage or additional limits based upon the nature of SASCA-CV's educational program and use of facilities. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the CVUSD Superintendent or his or her designee.

E. The aforementioned minimum limits of policies shall in no event in any way limit the liability of SASCA-CV hereunder.

F. **Failure to Obtain Insurance.** SASCA-CV agrees that if SASCA-CV does not take out and maintain all insurance required herein, then the District may (but shall not be required to) procure said insurance on SASCA-CV's behalf and charge SASCA-CV the premiums and may recover reasonable administrative costs for procuring such insurance. SASCA-CV shall have the right to provide such insurance coverage pursuant to blanket policies obtained by SASCA-CV, provided such blanket policies expressly afford coverage to the shared use and exclusive use space and to the District, as required by this MOU.

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

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17. Indemnification. SASCA-CV is acting on its own behalf in operating in its allocated Exclusive Use Space and Shared Use Space of the AEC school site 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, SASCA-CV 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 AEC school site arising from, or in connection with (a) SASCA-CV's use of the shared use and exclusive use space including without limitation, the operation of the SASCA-CV charter school, or (b) in connection with the operations by SASCA-CV of the shared use and exclusive use space at the AEC school site, including without limiting the generality of the foregoing:

- i.** Any default by SASCA-CV in the observance or performance of any of the terms, covenants, or conditions of this MOU on SASCA-CV's part to be observed or performed;
- ii.** The use or occupancy of the shared use and exclusive use space by SASCA-CV of any person claiming by, through or under SASCA-CV or SASCA-CV'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 shared use and exclusive use space either prior to, during, or after the expiration of the Term of this MOU ("Liability" or "Liabilities"); and
- iii.** Any claim by a third party that the District is responsible for any actions by SASCA-CV in connection with any use or occupancy of the shared use and exclusive use space or in any way related to this MOU.

SASCA-CV'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 SASCA-CV, the District shall ("Indemnifying Party") indemnify, hold harmless and defend, release and protect SASCA-CV, 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

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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 school site arising from, or in connection with (a) the District's use of the space at the AEC school site including without limitation, the operation by District of operations on the AEC school site, or (b) in connection with the operations by the District at the AEC school site, 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 MOU on District's part to be observed or performed;
- ii. The use or occupancy of the allocated spaces of the AEC school site 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 AEC school site either prior to, during, or after the expiration of the Term of this MOU (singularly "Liability" or collectively "Liabilities"); and
- iii. Any claim by a third party that SASCA-CV is responsible for any actions by the District in connection with any use or occupancy of the AEC school site or in any way related to this MOU.

The District's obligation to defend SASCA-CV 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 MOU.

18. Damage and Destruction of Facilities.

A. **Partial Damage.** If the shared use and exclusive use space are damaged by any casualty which is covered by applicable insurance, and SASCA-CV still has access to at least sixty percent (60%) of the usable classroom space, then the shared use and exclusive use 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 MOU shall continue in full force and effect, except that SASCA-CV 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 SASCA-CV's use of the shared use and exclusive use space. The District shall provide SASCA-CV reasonably equivalent temporary housing on the AEC school

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Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In
Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019
Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

site, or another school site that is near to the AEC school site for any part of SASCA-CV's program that is displaced by the partial damage and/or the repair work of the same.

B. Total Destruction. If the AEC school site is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the AEC school site cannot be restored as required herein, notwithstanding the availability of insurance proceeds, the District will provide SASCA-CV with another reasonably equivalent school facility as soon as possible after the effective date of the damage to minimize any interruption in SASCA-CV's educational program. If the District provides SASCA-CV with a reasonably equivalent school facility, the District reserves the right to update this MOU with the different school facility's 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 shared use and exclusive use space by SASCA-CV. SASCA-CV may restore or replace same if damaged. SASCA-CV shall have no claim against the District for any damage suffered by reason of any such repair or restoration.

19. Termination. The MOU will automatically terminate upon the effective date of any termination of SASCA-CV's charter by action of the San Bernardino County Board of Education or the California State Board of Education.

A. Default or Material Breach by SASCA-CV. This MOU will terminate upon commission of a default or material breach of SASCA-CV's obligations.

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

1. Any failure by SASCA-CV to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to SASCA-CV;
2. The abandonment of the shared use and exclusive use space by SASCA-CV where such abandonment of the shared use and exclusive use space continues for fifteen (15) calendar days after written notice by the District to SASCA-CV;
1. A failure by SASCA-CV to observe and perform any provision of SASCA-CV's covenants and obligations hereunder this MOU, where such failure continues for thirty (30) calendar days after written notice thereof by the District to SASCA-CV (unless, the nature of the default is such that the same cannot reasonably be cured within said 30-day period and SASCA-CV shall not be deemed to be in default if SASCA-CV shall within such period commence such cure and thereafter diligently

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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 SASCA-CV); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

2. SASCA-CV's actions causing revocation of SASCA-CV's charter by the San Bernardino County Board of Education, or cessation of SASCA-CV's educational program for any reason, except that if the revocation proceedings are based on Education Code section 47607(c)(1) or (2) this MOU shall not terminate before either SASCA-CV has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first. SASCA-CV may continue to occupy the shared use and exclusive use space through the determination of the appeal subject to the terms of this MOU;
3. The making by SASCA-CV of any general assignment or general arrangement for the benefit of creditors; the filing by or against SASCA-CV a petition to have SASCA-CV 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 SASCA-CV, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of SASCA-CV's assets located at the shared use and exclusive use space or of SASCA-CV's interest in this MOU, where possession is not restored to SASCA-CV within thirty (30) calendar days; or the attachment; execution or other judicial seizure of substantially all of SASCA-CV's assets located the shared use and exclusive use space or of SASCA-CV's interest in this MOU, where such seizure is not discharged within thirty (30) calendar days;
4. The failure by SASCA-CV to utilize the shared use and exclusive use space for the sole purpose of operating the SASCA-CV charter school and for no other purpose as authorized by this MOU, where such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice thereof by the District to SASCA-CV;

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- 5. The failure of SASCA-CV to limit its use of the shared use and exclusive use space to the space allocated to SASCA-CV pursuant to this MOU 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 SASCA-CV.
- 6. The assignment, subletting, or transfer of this MOU in violation of Section 26 of this MOU.

B. District's Remedies for SASCA-CV's Default or Material Breach. If SASCA-CV 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:

- 1. Maintain this MOU in full force and effect and recover all use payments and other monetary charges as they become due, without terminating SASCA-CV's right to possession irrespective of whether SASCA-CV shall have abandoned the shared use and exclusive use space at the AEC school site.
- 2. Terminate SASCA-CV's right to possession of the shared use and exclusive use space by written notice to SASCA-CV, in which case this MOU shall terminate and SASCA-CV shall immediately surrender possession of the shared use and exclusive use space to the District. In such event the District shall be entitled to recover from SASCA-CV all damages incurred by the District by reason of SASCA-CV's default, including any amount expended to mitigate damages.
- 3. In the event of any default by SASCA-CV and if SASCA-CV fails to cure the default within the time period specified in this MOU after receipt of written notice from the District of such default, the District shall have the right, with or without terminating this MOU, to enter SASCA-CV's shared use and exclusive use space and remove all persons and personal property from the spaces, such property being removed and stored in a public warehouse or elsewhere at SASCA-CV's sole cost and expense. No removal by the District of any persons or property in the shared use and exclusive use space shall constitute an election to terminate this MOU. The District's right of entry shall include the right to remodel SASCA-CV's shared use and exclusive use space and re-let SASCA-CV's shared use

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and exclusive use space. Any payments made by SASCA-CV shall be credited proportionately to the amounts owed by SASCA-CV under this MOU. No entry by the District shall prevent the District from later terminating this MOU by written notice.

4. If SASCA-CV fails to perform any covenant or obligation to be performed within a time period specified by this MOU after SASCA-CV receives written notice of such failure from the District, the District may perform such covenant or obligation at its option, after notice to SASCA-CV within thirty (30) calendar days. 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 SASCA-CV after SASCA-CV receives an invoice. Any performance by the District of SASCA-CV'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 SASCA-CV under this MOU shall be timely paid by SASCA-CV to the District after SASCA-CV receives an invoice from the District.
5. 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 MOU, at law or in equity.

C. Default by District. The District shall not be in default unless the District fails to perform obligations hereunder within a reasonable time, but in no event later than thirty (30) calendar days after written notice by SASCA-CV 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. SASCA-CV's Remedies for District's Default. If the District fails to perform any covenant or condition within the time period specified in Section 19.C. after the District received written notice of such failure from SASCA-CV, SASCA-CV may pursue any remedies available by law.

20. Fingerprinting. SASCA-CV shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements required by Education Code section 45125.1 for all SASCA-CV employees, contractors, vendors, agents,

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volunteers, and other individuals SASCA-CV allows on the shared use and exclusive use 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 onto the shared use and exclusive use space.

21. Access. SASCA-CV shall permit District, its agents, representatives or employees, to enter upon SASCA-CV's exclusive use space as agreed herein for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the AEC school site. The District 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 school site, or jeopardize the operation of the AEC school site including, but not limited to, the safety and sanitary condition of the AEC school site.

22. Notice. Any notice required or permitted to be given under this MOU 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 District:

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

If to SASCA-CV:

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School
P.O. Box 1400
Wildomar, CA 92595
Attention: Executive Director

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. SASCA-CV shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the shared use and exclusive use space at the AEC school site. SASCA-CV shall, at all times during SASCA-CV's use of the shared use and exclusive use space, 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 health and safety, air and water quality, hazardous material, waste disposal, air emission and other environmental matters.

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A. California Environmental Quality Act. SASCA-CV 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. SASCA-CV acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. SASCA-CV 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. SASCA-CV shall at all times comply with all Environmental Laws relating to industrial hygiene and environmental conditions on, under, or about the shared use and exclusive use space, including but not limited to air, soil, and ground water conditions. SASCA-CV shall not cause or permit any Hazardous Material to be generated, manufactured, handled, brought onto, used, stored, or disposed of in or about the shared use and exclusive use space and any improvements by SASCA-CV or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of normal and customary cleaning solutions, office, classroom and janitorial supplies (which shall be used and stored in strict compliance with all 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, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (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 section 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.** SASCA-CV shall promptly notify the District in writing if SASCA-CV 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 shared use and exclusive use space or AEC School Site in violation of Environmental Laws. SASCA-CV 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 shared use and exclusive use space or compliance with Environmental Laws. SASCA-CV shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by SASCA-CV 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

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concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. SASCA-CV shall promptly notify the District of any liens threatened or attached against the shared use and exclusive use 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 all areas of the shared use and exclusive use space to determine whether SASCA-CV is complying with SASCA-CV's obligations set forth in this Section regarding hazardous materials, and to perform environmental inspections and samplings, during regular business hours with reasonable notice to lessen the disruption of the educational program (except in the event of an emergency) or during such other hours as the District and SASCA-CV may agree.
- iii. **Indemnification.** SASCA-CV's indemnification and defense obligations included in this MOU shall include any and all claims arising from any breach of SASCA-CV's covenants regarding hazardous materials under this Section.

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

A. Neighborhood Impacts. SASCA-CV agrees to reasonably cooperate with the District, the City of Chino Hills, and representatives of the neighborhood surrounding the AEC school site to address any and all concerns that may arise concerning SASCA-CV's impact on traffic and parking near the AEC school site, or traffic during student drop-off and pick-up times during the school day, related to operations of SASCA-CV. SASCA-CV shall monitor traffic conditions surrounding the AEC school site and proactively take steps to maximize student safety and minimize traffic congestion affecting the neighborhood community. SASCA-CV shall take continuing action to ensure that all SASCA-CV staff, students and all visitors (including parents or guardians) observe all California traffic laws in accessing, parking at or nearby, and exiting the AEC school site. SASCA-CV acknowledges that some neighborhood streets surrounding the AEC school site have "No Parking" signs.

B. Student Drop-off and Pick-up. SASCA-CV agrees to take continuing action necessary to ensure that all SASCA-CV parents or guardians and visitors only use the "Covered Drop-off/Pick-up" spot identified in Attachment 1 Site Plan for dropping off or picking up students, and not any other location on the AEC school site.

C. Complaints. The District agrees to promptly forward any complaints or concerns which may be received regarding neighborhood traffic or parking to SASCA-CV to allow SASCA-CV to respond. SASCA-CV shall forward copies of all written comments and complaints received by SASCA-CV regarding traffic, parking, or SASCA-CV's use of the shared use and exclusive use space to the District within five (5) calendar days of receipt. SASCA-CV shall, in consultation

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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 SASCA-CV's response.

D. Supervision. It shall be the ongoing responsibility of SASCA-CV 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 shared use and exclusive use space. SASCA-CV 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 SASCA-CV's school-related activities.

25. Dispute Resolution. Notwithstanding anything in this MOU to the contrary, disputes between SASCA-CV and the District regarding this MOU, including the alleged violation, misinterpretation of this MOU, Proposition 39 or State Regulations shall be resolved using the dispute resolution process identified below.

A. 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 SASCA-CV or the District);
- ii.** A statement of the facts of the dispute, including information regarding the Parties' attempts to resolve the dispute;
- iii.** The specific sections of this MOU that are in dispute; and
- iv.** The specific resolution sought by the Party.

B. Within twenty (20) business days from receipt of the notice of dispute the representatives from SASCA-CV shall meet with representatives from the District in an informal setting to attempt to resolve the dispute.

26. Subcontract and Assignment. SASCA-CV shall not assign or sublet this MOU 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.

27. Independent Status. This MOU 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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28. Entire Agreement of Parties. This Facilities Memorandum of Understanding, together with its attachments, the separate Shared Use Agreement, and the District's March 31, 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 SASCA-CV's use of the shared use and exclusive use space and/or other District facilities. In the event of a conflict between this Facilities Memorandum of Understanding and the July 19, 2018 SASCA-CV charter, this Facilities Memorandum of Understanding shall control. This Facilities Memorandum of Understanding may be amended or modified only by a written instrument executed by the Parties.

29. Legal Interpretation. This MOU 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 MOU shall be filed in the Superior Court of San Bernardino County, California. The Parties expressly understand and agree that this MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. SASCA-CV acknowledges that a non-exclusive license is a valid form of agreement for use of the shared use and exclusive use space and shall not contest the validity of the form of this MOU in any action or proceeding brought by SASCA-CV against the District, or by the District against SASCA-CV. 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 MOU 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.

30. 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.

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

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

33. Captions. The captions contained in this MOU 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.

34. Severability. Should any provision of this MOU 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.

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Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019 Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

35. Incorporation of Recitals and Attachment. The Recitals and Attachments 1 Site Plan, Attachment 2 Shared Use Agreement, and Attachment 3 Pro Rata Share Fee Calculation, attached hereto and incorporated herein by reference.

36. Board Approval. This MOU shall become effective upon approval by SASCA-CV's governing board, the RRCSA Board of Trustees, followed by approval by the District's Governing Board.

37. Scanned/Electronic Signatures. This MOU 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.

38. Attorneys' Fees. Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this MOU.

Each person below warrants and guarantees that she/he is legally authorized to execute this MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this MOU. This MOU may be signed in counterparts such that the signatures may appear on 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 MOU on May 18, 2020.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Dr. Norm Enfield
Superintendent

Date

SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS – CHINO VALLEY

Barbara Hale

Ms. Barbara Hale
Executive Director

6/4/2020

Date

Chino Valley Unified School District's March 31, 2020 Final Notification of Facilities For The 2020-2021 School Year In Response To The Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School's November 1, 2019 Proposition 39 Facilities Request

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
Clerk of the Board of Education

Approved and ratified on May 18, 2020 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:

AYES: 6

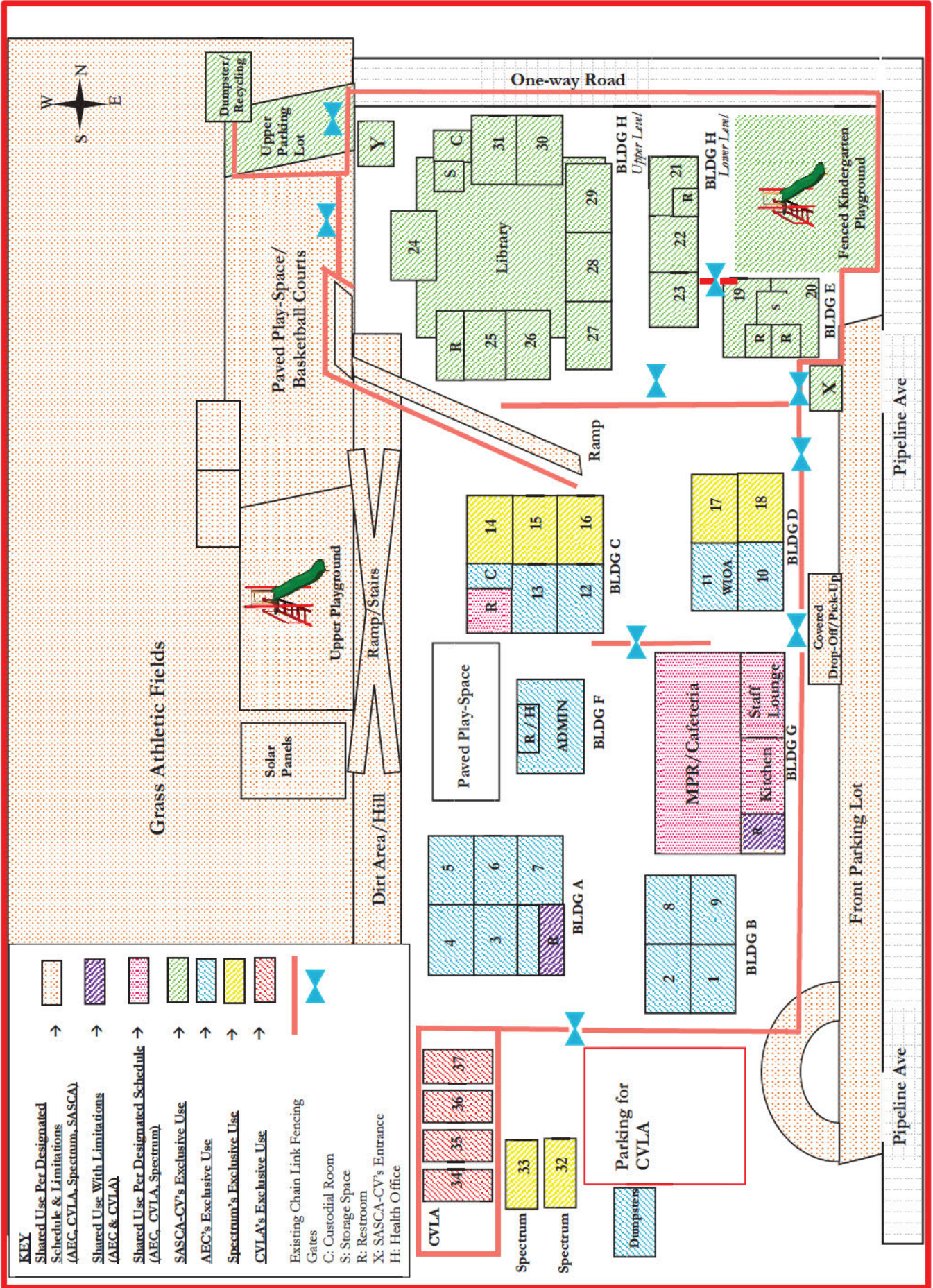
NOES: 0

Abstentions: 0

Roland Skumawitz

Name: Roland Skumawitz
Title: Board President, Ronald Reagan
Charter School Alliance

SITE PLAN - AEC SCHOOL SITE



**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

**SHARED USE AGREEMENT
BY AND BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS-CHINO VALLEY
2020-2021**

THIS SHARED USE AGREEMENT (“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 the Ronald Reagan Charter School Alliance (“RRCSA”), a California non-profit public benefit corporation (California Secretary of State number C3065333 and federal employer identification number 26-1352817) operating the Sycamore Academy of Science and Cultural Arts-Chino Valley (“SASCA-CV”) charter school. The District and SASCA-CV may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District holds title to 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, SASCA-CV is a TK-6th grade charter school operating in the District. SASCA-CV’s charter was conditionally approved by the San Bernardino County Board of Education on December 3, 2018. On January 7, 2019, the San Bernardino County Board of Education found that SASCA-CV met the conditions required for approval and SASCA-CV’s charter was granted for a term from July 1, 2019 to June 30, 2024;

WHEREAS, on November 1, 2019, SASCA-CV submitted a request for facilities under Education Code section 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) to the District for the 2020-2021 school year;

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

WHEREAS, on March 3, 2020, the District received SASCA-CV’s response to the District’s January 31, 2020 Preliminary Proposal dated February 28, 2020;

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

WHEREAS, on or before May 1, 2020, pursuant to the requirements of Education Code section 47614 and its implementing regulations, SASCA-CV must notify the District whether SASCA-CV intends to occupy the space identified in the Final Notification of Facilities offered;

NE: _____
BH: EH

ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV

SHARED USE AGREEMENT

WHEREAS, the District and SASCA-CV wish to set forth the terms and conditions on which SASCA-CV shall have the right to use co-located facilities located at 15650 Pipeline Ave, Chino Hills, California (“AEC school site”) for the sole purpose of operating SASCA-CV’s educational program in accordance with SASCA-CV’s July 19, 2018 charter petition, as well as the responsibilities of SASCA-CV with respect to the use and operation thereof; and the rights and responsibilities of the District as the title holder of that certain real property to be used;

WHEREAS, the District and SASCA-CV enter into this Agreement for SASCA-CV’s use of co-located facilities at the AEC school site for the 2020-2021 school year **only**; and

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

NOW, THEREFORE, in consideration of SASCA-CV’s pro rata share payment, and of the covenants and agreements set forth to be kept and performed by the District and SASCA-CV, the Parties agree as follows:

1. Term. The term of this Agreement (“Term”) is for a one-year term, beginning on July 1, 2020 and terminating on the expiration of this Agreement on June 30, 2021, unless earlier terminated in accordance with the terms of the Final Facilities Memorandum of Understanding. This Agreement is co-terminus with the Final Facilities Memorandum of Understanding.

2. Allocation of Space. The District agrees to allow SASCA-CV’s use of the following “Shared Space” and “Exclusive Space” at the AEC school site.

A. Use of Shared Space. The District will provide the following space at the AEC school site (“Shared Space”) to SASCA-CV for SASCA-CV’s use on a shared basis with the District’s Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center Schools and Programs (“Spectrum Center”), during the Term of this Agreement.

i. Any and all access by SASCA-CV to Shared Space shall be governed by this Agreement, and the proposed daily schedule of times for SASCA-CV’s use of the Shared Space is attached as **Exhibit 1**. The District will confer in good faith with SASCA-CV to reach a mutually acceptable schedule for SASCA-CV’s use of the shared space. SASCA-CV’s schedule for Shared Space is also subject to change based on the District’s Alternative Education Center program use during the 2020-2021 school year. Once finalized, SASCA-CV shall maintain a copy of the schedule of SASCA-CV’s use of Shared Space in SASCA-CV’s office within SASCA-CV’s Exclusive Space, and a copy of the schedule shall be maintained in District’s Alternative Education Center’s administration office. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning the shared use schedule.

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**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

SHARED USE AGREEMENT

- ii. The SASCA-CV Executive Director/Principal and the District’s Director of Alternative Education shall meet as needed to discuss SASCA-CV’s schedule for SASCA-CV’s use of Shared Space or other important matters pertaining to the AEC school site. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** concerning this meeting.

B. Conditions of Use of Shared Space. The following conditions apply at all times to SASCA-CV’s use of the Shared Space:

- i. SASCA-CV shall be responsible for ensuring that all areas of the Shared Space remain clean, in good condition, and in working order after each scheduled use.
- ii. SASCA-CV shall not at any time allow its students, parents, volunteers, or visitors to occupy any part of the Shared Space without a SASCA-CV employee present to supervise.
- iii. SASCA-CV shall not allow its students, employees, volunteers, parents, or visitors to access any portion of the AEC school site that is not specifically allocated for SASCA-CV’s shared use in this Agreement, and shall not allow SASCA-CV students, employees, volunteers, parents or visitors access to any Shared Space during times that are specifically allocated for the District’s Alternative Education Center’s use, the Chino Valley Learning Academy’s use, or the Spectrum Center’s use.
- iv. SASCA-CV shall not use the Shared Space for any of RRCSA’s other charter school programs, or for the RRCSA Board of Trustees’ purposes.
- v. All SASCA-CV visitors shall wear identification badges stating “SASCA-CV Visitor” in a prominent font color and type at all times during SASCA-CV’s use of the Shared Space.

C. Identification of Shared Space. SASCA-CV shall have use of the following Shared Space:

- i. **Upper Playground.** The District shall allow SASCA-CV shared use of the Upper Playground, but only during designated times as provided for in **Exhibit 3**.
 - 1. SASCA-CV shall ensure its students access and use of the Upper Playground only while supervised by a SASCA-CV employee.
 - 2. SASCA-CV shall ensure student safety at all times when using the Upper Playground, including if applicable, monkey bars, rings, or ladders.

ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV

SHARED USE AGREEMENT

- ii. **Athletic Fields.** The District shall allow SASCA-CV shared use of the Athletic Fields during the specified times as provided for in **Exhibit 3** and as determined and scheduled between SASCA-CV and the Director of Alternative Education.
 - 1. SASCA-CV shall not remove any District athletic field equipment from the Athletic Fields.

- iii. **Paved Play-Space/Basketball Courts.** The District shall allow SASCA-CV's shared use of the Paved Play-Space/Basketball Courts during the specified times as provided for in **Exhibit 3** and scheduled between SASCA-CV and the District's Director of Alternative Education.
 - 1. SASCA-CV shall not remove any District athletic field equipment from the Paved Play-Space/Basketball Courts.

- iv. **Sixty-Nine (69) Parking Spaces in Front Parking Lot.** The District shall allow SASCA-CV shared use of the Sixty-Nine (69) Parking Spaces in the Front Parking Lot. SASCA-CV agrees that, to the fullest extent possible, SASCA-CV employees shall first fully occupy the Upper Parking Lot before using spaces in the Front Parking Lot.
 - 1. SASCA-CV shall be responsible for instructing all of its parents and visitors to park in the Front Parking Lot.
 - 2. SASCA-CV agrees that it will not at any time reserve spaces in the Front Parking Lot for SASCA-CV's exclusive use.

- v. **Covered Drop-Off/Pick-Up Area.** The District shall allow SASCA-CV shared use of the Covered Drop-Off and Pick-Up Area, located near Building E in the Front Parking Lot, only during designated times as provided for in **Exhibit 3**.
 - 1. SASCA-CV 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.
 - 2. SASCA-CV agrees that it will ensure its employees supervise all SASCA-CV students at all times during drop-off and pick-up at the designated area and at designated times.

- vi. **Common Hallways.** The District shall allow SASCA-CV students shared use of the Common Hallways, but only to the extent necessary, for ingress and egress to the Shared Space described above.

**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

SHARED USE AGREEMENT

1. Said use of Common Hallways by SASCA-CV employees, students, visitors, and parents shall be pursuant to a set schedule as provided for in **Exhibit 3** and supervised at all times by a SASCA-CV employee.
 2. SASCA-CV agrees that it will be responsible for ensuring students, employees, parents, volunteers, and visitors do not disrupt the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center's educational programs when using the Common Hallways.
 3. All SASCA-CV employees, parents, volunteers, and visitors shall wear SASCA-CV identification badges when using Common Hallways.
- D. Use of Exclusive Space.** The District offers SASCA-CV the following space for SASCA-CV's exclusive use during the Term of this Agreement.
- E. Conditions of Use of Exclusive Space.** The following conditions apply to SASCA-CV's use of the offered Exclusive Space:
- i. SASCA-CV shall be solely responsible for providing custodial service for all Exclusive Space areas.
 - ii. SASCA-CV shall not at any time use any of the Exclusive Space for any other charter school or any other entities' purposes or programs.
- F. Identification of Exclusive Space.** SASCA-CV shall have use of the following Exclusive Space:
- i. **Eleven (11) Classrooms for TK-6 students (includes two (2) classrooms with Restrooms suitable for use as kindergarten classrooms).** SASCA-CV shall be responsible for ensuring all eleven (11) Classrooms and Restrooms are in good condition, clean, and in working order.
 - ii. **One (1) Classroom with a Restroom suitable for use as a Nurse's Office and/or Office Space.** SASCA-CV shall be responsible for ensuring the Classroom and the Restroom are in good condition, clean, and in working order.
 - iii. **One (1) Classroom suitable for use as Office Space.** SASCA-CV shall be responsible for ensuring the Classroom is in good condition, clean, and in working order.
 - iv. **Library.** SASCA-CV shall be responsible for ensuring the Library is in good condition, clean, and in working order.
 1. SASCA-CV shall not allow its students, volunteers, or parents access to the Library unless supervised by a SASCA-CV employee.

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ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV

SHARED USE AGREEMENT

2. SASCA-CV shall not allow more than the posted legal maximum occupancy of forty-four (44) persons or students to be present in the Library at one time.
 3. SASCA-CV shall not at any time ever allow any of its students, employees, parents or volunteers to remove any District furniture or materials from the Library. SASCA-CV shall be liable for payment for any lost or damaged District books or materials.
 4. SASCA-CV shall direct a SASCA-CV employee to re-shelf any and all Library materials in their proper location after each use.
 5. If SASCA-CV intends to use equipment related to serving food, warming food, and/or storing food in the Library, SASCA-CV may use such electrical equipment only if the electrical power needed for all such equipment use does not exceed the maximum electrical power available in Building H.
 6. SASCA-CV shall be responsible for ensuring the carpet in the Library remains clean, sanitary, and serviceable.
- v. **Restrooms in Building H.** SASCA-CV shall keep the Restrooms in Building H in good condition, clean, and in working order.
- vi. **Fenced Kindergarten Playground and Play Area.** SASCA-CV shall be responsible for ensuring the Kindergarten Playground and Play Area are in good condition. SASCA-CV shall ensure its students access and use the Kindergarten Playground only while supervised by SASCA-CV employees.
- vii. **Two (2) Storage room.** SASCA-CV shall be responsible for ensuring the Storage Rooms are in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Storage Rooms. SASCA-CV shall be responsible for ensuring that the Storage Rooms remain locked at all times.
- viii. **One (1) Custodial closet.** SASCA-CV shall be responsible for ensuring the Custodial Closet is in good condition, clean, and in working order. SASCA-CV shall be responsible for ensuring that only SASCA-CV employees and custodial staff have access to the Custodial Closet. SASCA-CV shall be responsible for ensuring that the Custodial Closet remains locked at all times.
- ix. **Fifteen (15) Parking Spaces in the Upper Parking Lot.** SASCA-CV shall be responsible for ensuring that SASCA-CV employees completely occupy the Upper Parking Lot first before using any parking spaces in the shared use Front Parking Lot.

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**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

SHARED USE AGREEMENT

x. **Enclosure for One (1) Dumpster and One (1) Recycling Bin.** The District shall allow SASCA-CV use of an enclosure for a Dumpster and a Recycling Bin located near the Upper Parking Lot behind Building H.

1. SASCA-CV shall be responsible for ensuring that SASCA-CV's employees and custodian(s) use the Dumpster to deposit trash, and use the Recycling Bin to deposit recyclable items.
2. SASCA-CV employees' vehicles shall not block waste disposal trucks' access to the Dumpster and the Recycling Bin in the Upper Parking Lot.

3. **Entrance to SASCA-CV's Exclusive Use Facilities.** SASCA-CV shall be responsible for instructing its students, parents, volunteers, and visitors to utilize one main gate for entry and exit to SASCA-CV's Exclusive Use Facilities from the Front Parking Lot, depicted with an "X" as SASCA-CV's Main Entrance and Exit in **Exhibit 3: Site Plan**. SASCA-CV shall be responsible for monitoring the gate to control access.

A. In addition to utilizing the gate depicted with an "X" in Exhibit 3: Site Plan, SASCA-CV employees shall utilize the one-way road from Pipeline Avenue to access the Upper Parking Lot, and SASCA-CV employees may enter through the gate in the Upper Parking Lot to access SASCA-CV's Exclusive Use Facilities, depicted with "Y" in Exhibit 3: Site Plan.

4. **Emergency Procedures/Drills.** The District shall provide SASCA-CV with District emergency, evacuation, and security procedures to be followed on all areas of the AEC school site.

A. SASCA-CV's Executive Director/Principal shall meet with the Director of Alternative Education as needed to identify and discuss appropriate dates and times through the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the AEC school site. SASCA-CV agrees to sign the acknowledgement in **Exhibit 2** regarding this meeting.

B. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in any District lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District at the AEC school site.

C. SASCA-CV employees, volunteers, students, and faculty shall cooperate with and participate in joint fire drills with the District's existing programs at the AEC school site.

D. SASCA-CV's Executive Director/Principal shall provide notification within five (5) calendar days in advance to the Director of Alternative Education of any additional

**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

SHARED USE AGREEMENT

SASCA-CV's scheduled emergency drills on the AEC school site that are separate from the District's drills.

5. Student Discipline. The Director of Alternative Education will collaborate with SASCA-CV's Executive Director/ Principal to resolve any student disciplinary issues that involve students and/or property of both SASCA-CV and the District's Alternative Education Center, the Chino Valley Learning Academy, and the Spectrum Center's educational programs, according to the District's Board Policies and Administrative Regulations regarding student discipline.

The District shall otherwise have no legal responsibility for discipline of SASCA-CV's students.

6. School Hours. SASCA-CV will start student instruction at 8:00 AM and end school at 3:00 PM as provided for in **Exhibit 4**.

- A.** If there are any changes to SASCA-CV's school hours, SASCA-CV's Executive Director/Principal will provide the new schedule within seven (7) calendar days to the District.
- B.** If SASCA-CV intends to establish before-school programs or after-school programs, SASCA-CV's Executive Director/Principal shall provide the District with written notification before July 1, 2020 so that the District can schedule SASCA-CV's request.

7. Holiday/Break Schedule. SASCA-CV's holiday/break schedule is set forth in **Exhibit 4**. If there are any changes to SASCA-CV's school year calendar, SASCA-CV's Executive Director/Principal will provide the holiday/break schedule within seven (7) calendar days to the District.

8. Contact Information. SASCA-CV shall complete and return the requested contact information in **Exhibit 4** to the District.

9. Meetings. SASCA-CV's Executive Director/Principal and/or his/her designee shall submit a request for a meeting with the Director of Alternative Education as necessary to discuss scheduling, calendaring, upcoming events and/or any other operational issues that may arise with the shared space.

- A.** SASCA-CV's Executive Director/Principal shall provide written and electronic notice of such meeting with the Director of Alternative Education to the District.
- B.** When an emergency arises that involves SASCA-CV students' use of Shared Space, SASCA-CV's Executive Director/Principal shall contact the Director of Alternative Education and/or then submit a written request for an emergency meeting.

10. Outdoor School Assemblies. For the 2020-2021 school year, any SASCA-CV outdoor school assemblies may be held at the Athletic Fields and the Paved Play-Space/Basketball Courts only during SASCA-CV's shared use times of the Athletic Fields and of the Paved Play-

NE: _____
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ATTACHMENT 2 TO FACILITIES MOU
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Space/Basketball Courts, provided that SASCA-CV’s Executive Director/Principal gives written notification to the Director of Alternative Education of the dates, times, and maximum number of students for any SASCA-CV assembly.

- A. Changes to the schedule for SASCA-CV school assemblies must be submitted no later than five (5) calendar days prior to an event.
- B. SASCA-CV agrees that it will ensure its assemblies will not cause disturbances to other students and personnel at the school site or affect the operation of the other programs at the school site.

11. Modification. If the Parties enter into a subsequent written modification of this Agreement, SASCA-CV shall continue to pay its pro rata share fee to the District, commensurate with any addition or subtraction to the District’s square foot allocation of exclusive or shared space to SASCA-CV.

12. 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 SASCA-CV:

Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School
P.O. Box 1400
Wildomar, CA 92595
Attention: Executive Director/Principal

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.

13. Subcontract and Assignment. SASCA-CV 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.

NE: _____
BH: EA

ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV

SHARED USE AGREEMENT

14. 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.

15. Entire Agreement of Parties. This Shared Use Agreement, together with its attachments, the Final Facilities Memorandum of Understanding between the District and SASCA-CV, and the District's March 31, 2020 Final Notification of Facilities Offered to SASCA-CV, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding SASCA-CV's shared use and exclusive use of the AEC school site and/or other District facilities. In the event of a conflict between this Shared Use Agreement and the July 19, 2018 SASCA-CV charter, this Shared Use Agreement shall control. This Shared Use Agreement may be amended or modified only by a written instrument executed by the Parties.

16. 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. SASCA-CV acknowledges that a non-exclusive license is a valid form of agreement for its use of Shared and Exclusive Space at the AEC school site and shall not contest the validity of the form of this Agreement in any action or proceeding brought by SASCA-CV against the District, or by the District against SASCA-CV. 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 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.

17. 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.

18. 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.

19. 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.

20. 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.

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ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV

SHARED USE AGREEMENT

21. Severability. Should any provision of this Agreement be determined 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.

22. Incorporation of Recitals and Attachments. The Recitals, Exhibit 1: Schedule for Use of Shared Space at the AEC School Site, Exhibit 2: Acknowledgements Between CVUSD and SASCA-CV to Shared Use Agreement, Exhibit 3: Site Plan, and Exhibit 4: SASCA-CV Information for Shared Use Agreement are attached hereto and incorporated herein by reference.

23. 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.

24. 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 counterpart 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 May 18, 2020.

**CHINO VALLEY UNIFIED
SCHOOL DISTRICT**

Dr. Norm Enfield
Superintendent

Date

**SYCAMORE ACADEMY OF
SCIENCE AND CULTURAL
ARTS – CHINO VALLEY**

Barbara Hale
Ms. Barbara Hale
Executive Director

6/4/2020
Date

NE: _____
BH: BH

**ATTACHMENT 2 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

SHARED USE AGREEMENT

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
Clerk of the Board of Education

Approved and ratified on May 18th, 2020 by the Ronald Reagan Charter School Alliance Board of Trustees by the following vote:

AYES: 6

NOES: 0

Abstentions: 0

Roland Skumawitz

Name: Roland Skumawitz
Title: Board President, Ronald Reagan
Charter School Alliance

**2020-2021 SCHEDULE FOR USE OF SHARED SPACE
AT THE AEC SCHOOL SITE**

SHARED SPACE	SCHEDULE (subject to change)
Upper Playground	<p>AEC: Varying Times</p> <p>Spectrum PE: 8:25 AM – 9:10 AM Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA 12:40 PM – 1:30 PM</p> <p>SASCA-CV: PE: 10:00 AM – 10:45 AM Lunch: 11:45 AM – 12:15 PM Primary recess: 1:10 PM – 1:20 PM Elementary recess: 1:40 PM – 1:50 PM</p>
Athletic Fields	<p>AEC: Varying Times</p> <p>Spectrum 8:25 AM – 9:10 AM Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA 12:40 PM – 1:30 PM</p> <p>SASCA-CV: PE: 10:00 AM – 10:45 AM Lunch: 11:45 AM – 12:15 PM Primary recess: 1:10 PM – 1:20 PM Elementary recess: 1:40 PM – 1:50 PM</p>
Paved Play-Space/Basketball Courts	<p>AEC: Varying Times</p> <p>Spectrum 8:25 AM – 9:10 AM Lunch: 10:45 AM – 11:30 AM, 1:30 PM – 2:17 PM</p> <p>CVLA 12:40 PM – 1:30 PM</p> <p>SASCA-CV: PE: 10:00 AM – 10:45 AM Lunch: 11:45 AM – 12:15 PM Primary recess: 1:10 PM – 1:20 PM Elementary recess: 1:40 PM – 1:50 PM</p>

**2020-2021 SCHEDULE FOR USE OF SHARED SPACE
AT THE AEC SCHOOL SITE**

SHARED SPACE	SCHEDULE (subject to change)
Sixty-nine (69) Parking Spaces in the Front Parking Lot	SASCA-CV Use as needed
Common Hallways	SASCA-CV To be determined
Covered Drop-off and Pick-up Area	<p align="center"><u>DROP-OFF</u> Spectrum: 8:00 AM – 8:25 AM</p> <p align="center">SASCA-CV: 7:30 AM – 8:00 AM</p> <p align="center">AEC: 7:30 AM (early start) 8:30 AM (late start)</p> <p align="center"><u>PICK-UP</u> Spectrum: 2:15 PM – 2:35 PM</p> <p align="center">SASCA-CV Grades TK/K: 1:00 PM – 1:25 PM</p> <p align="center">SASCA-CV Grades 1 – 6: 2:45 PM – 3:15 PM</p> <p align="center">SASCA-CV Fridays: 12:00 PM – 12:30 PM</p> <p align="center">AEC: 2:20 PM (early start) 3:20 PM (late start)</p>

**ACKNOWLEDGEMENTS
BETWEEN CVUSD AND SASCA-CV
TO SHARED USE AGREEMENT 2020-2021**

I. SCHEDULE

Copies of the schedule of SASCA-CV’s use of Shared Space shall be maintained and located in the District’s Alternative Education Center’s administration office and SASCA-CV’s office within SASCA-CV’s Exclusive Space.

II. MEETINGS

SASCA-CV’s Executive Director and/or Principal shall meet with the District’s Director of Alternative Education Dr. Carr and/or his designee as requested by Dr. Carr to discuss SASCA-CV’s schedule for SASCA-CV’s use of Shared Space or other important matters pertaining to the AEC school site.

SASCA-CV’s Executive Director and/or Principal shall meet with the District’s Director of Alternative Education Dr. Carr and/or his designee as needed to identify and discuss appropriate dates and times throughout the year for emergency drills, fire drills, and other security procedures to be followed on all areas of the Premises.

Executed on the 18th day of May, 2020.

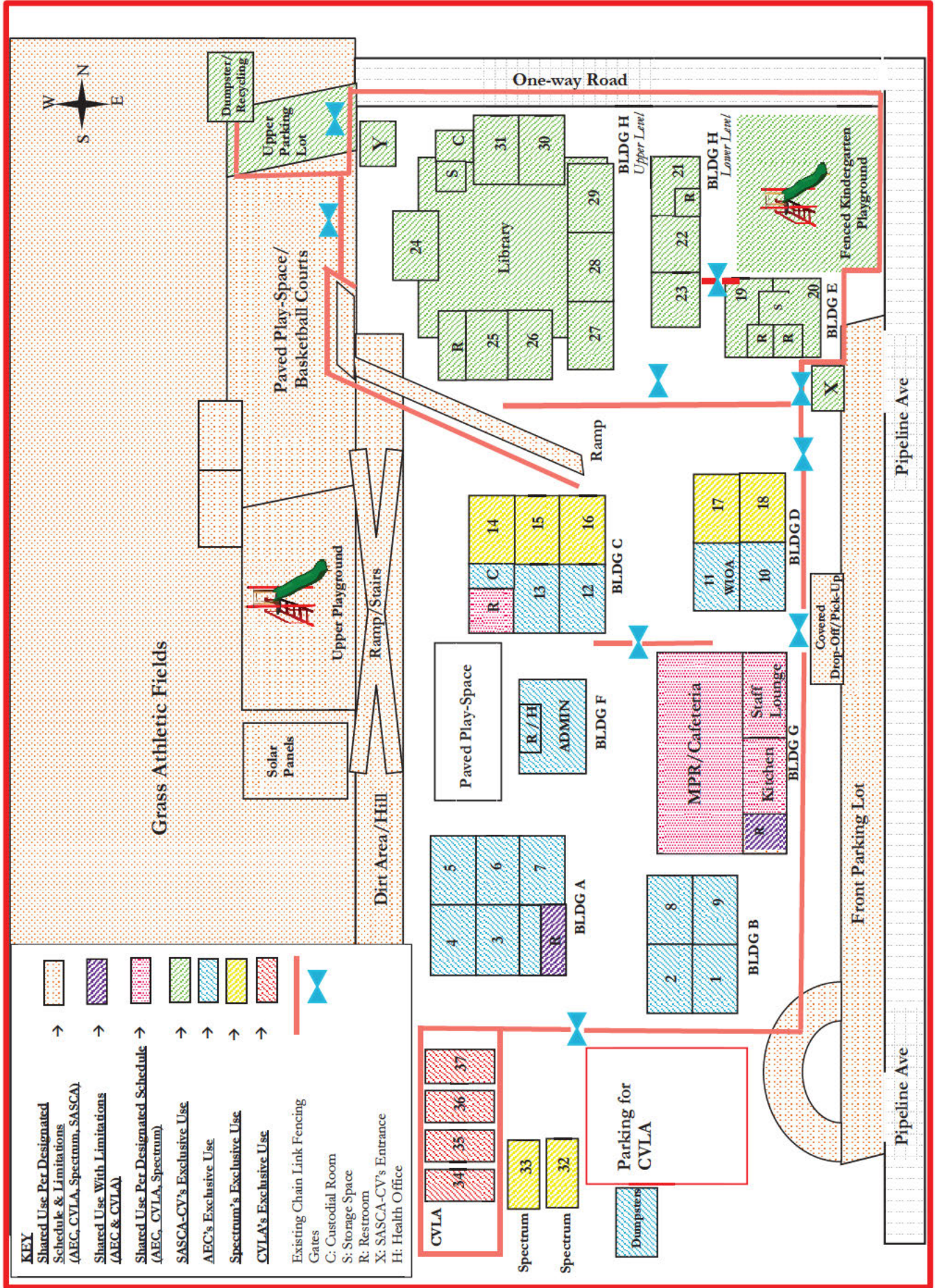
**CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

By _____
Dr. Preston Carr Date
Director, Alternative Education Center

**SYCAMORE ACADEMY OF SCIENCE AND
CULTURAL ARTS-CHINO VALLEY**

By Barbara Hale 6/4/2020
Barbara Hale Date
Executive Director

SITE PLAN - AEC SCHOOL SITE



**2020-2021 SASCA-CV INFORMATION
FOR SHARED USE AGREEMENT**

I. SASCA-CV CONTACT INFORMATION

Executive Director

Name: Barbara Hale
Cell Phone: 951-473-5370
Office Phone: 951-678-5217 x 101
E-mail: b.hale@sycamoreacademycharter.org

On-Site Principal or Administrator Next in Charge

Name: Jeff Morabito
Cell Phone: 951-445-3587
Office Phone: TBD
E-mail: j.morabito@sycamoreacademycharter.org

On-Site Assistant Principal or Administrator Next in Charge

Name: _____
Cell Phone: _____
Office Phone: _____
E-mail: _____

II. SASCA-CV SCHOOL HOURS

Start of school: 8:00 AM
End of school: 3:00 PM

III. SASCA-CV HOLIDAYS/BREAKS

List of Holidays/Breaks: _____

SASCA CV will provide the board approved calendar and any updates made due to the COVID-19 response.

**ATTACHMENT 3 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

PRO RATA SHARE FEE CALCULATION

Applicable Facilities Costs for Fiscal Year 2019-2020	
Contributions from unrestricted general fund revenues to the District's Routine Restricted Maintenance Account (5 CCR 11969.7(a)(1))	\$9,413,000.00
Contributions from unrestricted general fund revenues to the District's deferred maintenance fund (5 CCR 11969.7(a)(1))	\$2,825,000.00
Costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund (5 CCR 11969.7(a)(2))	\$0
Costs Associated With Plant M&O, etc. (5 CCR 11969.7(a))	\$2,665,837.00
Total Applicable Costs	\$14,903,837.00
Total District Square Footage (Indoor)	2,560,904 sq. ft.
Total District Square Footage (Outdoor)	21,581,416 sq. ft.
Costs Per Square Foot (Indoor) = Total Applicable Costs ÷ Total District SF (Indoor)	\$5.819
	\$5.82 (rounded)
Costs Per Square Foot (Outdoor) = Total Applicable Costs ÷ Total District SF (Outdoor)	\$0.690
	\$0.69 (rounded)

Total Indoor Space Exclusively Allocated to SASCA-CV Charter School for 2020-2021		
11 Classrooms	9,627	Square Feet
2 Classroom Spaces for use as Office and a Nurse's Office	1,585	Square Feet
1 Custodial Closet	72	Square Feet
1 Storage Room (Note: 1 Other Storage Room is part of Classroom measurement)	162	Square Feet
Library	1,794	Square Feet
Total Exclusive Indoor Square Footage	13,240	Square Feet

Total Outdoor Space Exclusively Allocated to SASCA-CV Charter School for 2020-2021		
Kindergarten Play Area	10,990	Square Feet
Kindergarten Playground	4,330	Square Feet
15 Parking Spaces in Upper Lot	10,429	Square Feet
Total Exclusive Outdoor Square Footage	25,749	Square Feet

Total Shared Space Allocated to SASCA-CV Charter School for 2020-2021		
Athletic Fields (Adjusted total is 153,506 s.f.: 161,768 s.f. subtract solar panel footprint of 8,262 s.f.)	153,506	Square Feet
1-6 Grades Paved play area includes Playground	30,840	Square Feet
69 Parking Spaces	26,970	Square Feet
Total Shared Space Square Footage	211,316	Square Feet

**ATTACHMENT 3 TO FACILITIES MOU
BETWEEN CVUSD AND SASCA-CV**

PRO RATA SHARE FEE CALCULATION

Total District Space Remaining at the AEC School Site Square Footage		
Total Square Feet of AEC School Site	435,600	Square Feet
Less	(–)	
Total Shared Space Square Footage Allocated to SASCA-CV	211,316	Square Feet
Less	(–)	
Total Exclusive Indoor Square Footage Allocated to SASCA-CV	13,240	Square Feet
Less	(–)	
Total Exclusive Outdoor Square Footage Allocated to SASCA-CV	25,749	Square Feet
Equals	=	
Total District Space Remaining at the AEC School Site Square Footage	185,295	Square Feet

SASCA-CV's Exclusive Occupancy at AEC School Site		
Total Exclusive Indoor Space Square Footage Allocated to SASCA-CV	13,240	Square Feet
Divided by	(÷)	
Sum of Total District Space Remaining at the AEC School Site Square Footage and the Total Exclusive Indoor Space Square Footage Allocated to SASCA-CV	198,535	Square Feet
Equals	=	
Percentage of SASCA-CV's Exclusive Occupancy	6.66	%

Calculation of Factored SASCA-CV's Exclusive Occupancy Percentage to Shared Outdoor Space Allocated to SASCA-CV		
Percentage of SASCA-CV's Exclusive Occupancy	6.66	%
Multiplied By	(X)	
Total Shared Outdoor Space Allocated to SASCA-CV	211,316	Square Feet
Equals	=	
Factored SASCA-CV's Exclusive Occupancy Percentage to Shared Outdoor Space Allocated to SASCA-CV	13,946	Square Feet

Pro-Rata Share Calculation		
13,240 Exclusive Indoor Square Feet @ \$5.82 Per Square Foot	\$77,056.80	Per Year
25,749 Exclusive Outdoor Square Feet @ \$0.69 Per Square Foot	\$17,766.81	Per Year
13,946 Shared Square Feet Factored to SASCA-CV's Occupancy Percentage @ \$0.69 Per Square Foot	\$9,622.74	Per Year
TOTAL PRO RATA SHARE	\$104,446.35	Per Year
	(Equal to 9 monthly payments of \$10,444.64 and 1 payment of \$10,444.59)	

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
SUBJECT: **ADDENDUM TO THE EMPLOYMENT CONTRACT FOR THE SUPERINTENDENT OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT**

=====

BACKGROUND

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

The Board is asked to approve an addendum to the Superintendent’s employment contract for a term beginning July 1, 2020, and ending June 30, 2024. Also, language from the section “termination of contract” is to be deleted. All other provisions of the contract for employment shall remain unchanged.

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

RECOMMENDATION

It is recommended the Board of Education approve the addendum to the employment contract for the Superintendent of the Chino Valley Unified School District.

FISCAL IMPACT

The position is within the approved budget.

NE:RR:mcm

ADDENDUM TO CONTRACT FOR EMPLOYMENT OF
 SUPERINTENDENT
 BETWEEN THE BOARD OF EDUCATION
 OF THE
 CHINO VALLEY UNIFIED SCHOOL DISTRICT
 COUNTY OF SAN BERNARDINO, CALIFORNIA
 AND
 NORM P. ENFIELD, ED.D.

The May 3, 2018 contract for employment of Norm P. Enfield, Ed.D., Superintendent, shall be amended as set forth below:

Item 2 – Term of Contract

The term of the contract shall be from July 1, 2020, through June 30, 2024. On or before June 30th each year, the Board may extend this contract for an additional year subject to the Superintendent receiving a satisfactory performance evaluation by the Board (“Satisfactory” is defined as an overall rating of 3 or above), so long as the term of this contract does not at any time exceed four years.

Item 10 – Termination of Contract

The following language shall be removed from the contract:

d.) By a two-thirds vote the Board may, for any reason, without cause, terminate this Contract at any time upon written notice to the Superintendent. ... will sunset on July 1, 2021, and be replaced with “The Board may, for any reason, without cause, terminate this Contract at any time upon written notice to the Superintendent.”

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

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

County of San Bernardino, California

Joe Schaffer, President	Date	Christina Gagnier, Vice-President	Date
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Irene Hernandez-Blair, Clerk	Date	Andrew Cruz, Member	Date
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James Na, Member	Date
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SIGNATURE OF THE SUPERINTENDENT

Norm P. Enfield, Ed.D.	Date
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CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION
Board Study Session
June 2, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:30 P.M.

1. Roll Call

President Schaffer called to order the special meeting (budget study session) of the Board of Education, Tuesday, June 2, 2020, at 4:30 p.m. with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer present via Zoom. The proceedings were 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. Pledge of Allegiance

Irene Hernandez-Blair led the Pledge of Allegiance.

I.B. COMMENTS FROM THE AUDIENCE ON ITEMS ON THE AGENDA

The following email comment was read into the record: K. Lou submitted an email comment regarding budget cuts and preserving elementary intervention teacher positions.

II. BOARD STUDY SESSION

II.A. 1. Governor's May Revision and Impact on CVUSD Budget 2020/2021 Budget and Beyond

Superintendent Enfield provided an overview of the session's objectives and Associate Superintendent of Business Services, Sandra Chen, presented an in depth PowerPoint which included: understanding CVUSD's trends and patterns;

drivers of CVUSD's revenues and expenditures; governor's May revision; CVUSD 2020/2021 budget and beyond; and next steps.

III. ADJOURNMENT

President Schaffer adjourned the special meeting of the Board of Education at 5:40 p.m.

Joe Schaffer, President

Irene Hernandez-Blair, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
June 4, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:40 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, June 4, 2020, at 4:42 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 4:45 p.m. regarding conference with labor negotiators, A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: coordinator, child welfare and attendance, elementary principal, and junior high school assistant principal; and public employee performance evaluation: superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education via Zoom at 6:00 p.m. with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer present. The Board met in closed session from 4:45 p.m. to 5:35 p.m. regarding conference with labor negotiators, A.C.T. and CSEA;

public employee discipline/dismissal/release; public employee appointment: coordinator, child welfare and attendance, elementary principal, and junior high school assistant principal; and public employee performance evaluation: superintendent. The Board took the following unanimous action by a roll call vote of 5-0 with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer voting yes: appointed Adrienne Chase as Principal of Glenmeade ES effective July 1, 2020; appointed Alpercy Bennett as Coordinator, Child Welfare and Attendance, effective July 1, 2020; and David Ries as Assistant Principal of Cal Aero K-8 effective July 1, 2020. No further action was taken that required public disclosure.

2. Pledge of Allegiance

James Na led the Pledge of Allegiance.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Absent.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, thanked the District and Sandra Chen for the comprehensive budget study session and ongoing efforts to be fiscally responsible; spoke about possible state changes to the budget; said A.C.T. is continually optimistic; and looks forward to discussion and collaboration.

Danny Hernandez, CSEA President, spoke about the comprehensive budget study session and hopes there is some federal and state relief; wishes to work collaboratively with the District to phase in staff; and said measures should be in place to ensure safety.

Tom Mackessy, CHAMP President, acknowledged staff on the budget presentation; and spoke about closing out schools for the year, and said everyone did a great job during the closure.

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

The following email comments were read into the record: Inmi Chao commented on the reopening of school guidelines; Alexis Celis, Irene Kimi, Portia Hildebrand, Laila Munir, Hana Kiros, Tracy Njuguna, Jasmin Gonzalez, Marion Henderson, Lorraine Anderson, Erica Collins, Soraya Corydon, Alyssa Guevara, and Selina Deng expressed concerns regarding Superintendent Enfield.

The following names and topics were read into the record: Loren Sullivan, Kyleigh Daye, Nadia Ali, Riya Mehta, Emily Darrington, Frank Liu, Jacob Cordero, Nina Manayon, Vanessa Wu, Aryana Patel, Phynex Perry,

Marlee Munoz, Claudia Pastora, Mark and Rhonda Guevara, Jirhe Guemez, Kaylah Porraz, and Valentina Castro on the subject of Superintendent Enfield; Elaine Noh commented on intervention teachers; Judith Hernandez on elementary intervention teachers; Gabriella Torres commented on the Ayala HS freshman class; Kristie Sepulveda-Burchit commented on the reopening schools; Richard and Lisa Wales commented on the budget public hearing, and the June 16 study session; and Kelly Southard commented on LCAP data and intervention programs.

I.F. CHANGES AND DELETIONS

None.

II. ACTION

II.A. BUSINESS SERVICES

II.A.1. Public Hearing Regarding the 2020/2021 Budget

President Schaffer opened the public hearing regarding the 2020/2021 Budget at 6:43 p.m. There were no speakers and President Schaffer closed the public hearing at 6:43 p.m.

III. CONSENT

Christina Gagnier pulled for separate action items III.D.4. and III.D.5. Moved (Na) seconded (Gagnier) carried unanimously 5-0, by a roll call vote with Cruz, Gagnier, Hernandez-Blair, Na, and Schaffer voting yes, to approve the remainder of the consent items.

III.A. ADMINISTRATION

III.A.1. Minutes of the May 21, 2020 Regular Meeting

Approved the minutes of the May 21,2020 regular meeting.

III.A.2. 2020 Senior Scholarship Recipients

Approved the 2020 senior scholarship recipients.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. 2020/2021 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2020/2021 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.4. Donations

Accepted the donations.

III.B.5. 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. Resolution 2019/2020-59 to Maintain 175 Days of Instruction for Schools on a Multitrack Year-Round Schedule

Adopted Resolution 2019/2020-59 to Maintain 175 Days of Instruction for Schools on a Multitrack Year-Round Schedule.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.D.4. Resolutions 2019/2020-51, 2019/2020-52, 2019/2020-53, 2019/2020-54, 2019/2020-55, 2019/2020-56, 2019/2020-57, and 2019/2020-58 for Authorization to Utilize Piggyback Contracts

Moved (Na) seconded (Cruz) motion carried by a roll call vote of 4-0 (Gagnier recused herself) with Cruz, Hernandez-Blair, Na, and Schaffer voting yes, to adopt Resolutions 2019/2020-51, 2019/2020-52, 2019/2020-53, 2019/2020-54, 2019/2020-55, 2019/2020-56, 2019/2020-57, and 2019/2020-58 for Authorization to Utilize Piggyback Contracts.

- III.D.5. Notice of Completion for CUPCCAA Projects**
Moved (Na) seconded (Blair) motion carried by a roll call vote of 4-0 (Gagnier recused herself) with Cruz, Hernandez-Blair, Na, and Schaffer voting yes, to approve the Notice of Completion for CUPCCAA Projects.
- III.D.6. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 02-01)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 02-01).
- III.D.7. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 03-01).
- III.D.8. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 05-01)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 05-01).
- III.D.9. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-02).
- III.D.10. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 07-01)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 07-01).
- III.D.11. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-01)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-01).
- III.D.12. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-02)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-02).
- III.D.13. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-03)**
Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-03).

III.D.14. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 11-01)

Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 11-01).

III.D.15. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 22-01)

Approved the Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 22-01).

III.D.16. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 23-01)

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

III.D.17. Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 32-01)

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

III.D.18. Notice of Completion for Bid 19-20-22F, Cortez ES, Rhodes ES, and Don Lugo HS Roofing Project

Approved the Notice of Completion for Bid 19-20-22F, Cortez ES, Rhodes ES, and Don Lugo HS Roofing Project.

III.D.19. Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-05)

Approved the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-05).

III.D.20. Request for Proposal No. 19-20-40, Nutrition Services—Dairy

Awarded RFP 19-20-40, Nutrition Services—Dairy to Clearbrook Farms.

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. COVID-19 Operations Written Report**

Received for information the COVID-19 Operations Written Report.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz made no comments.

James Na spoke about the number of public comments that had the same wording, and said he would like to see if other subject matter comments could be heard; said his heart is broken from what he heard, and that he is listening to what is being said; spoke about repentance; said education starts at home; spoke about John Wayne, Ronald Reagan, and Martin Luther King, Jr., standing for moral values; said we need to help students have brighter lives/futures; spoke about standing up for unborn babies; thanked everyone for their letters; and encouraged students to reach out to Superintendent Enfield.

President Schaffer reminded the Board to keep comments germane to public education and within the subject matter jurisdiction of the Board.

Irene Hernandez-Blair said she agrees with the reminder given by President Schaffer; spoke about the email comments the Board received, and said that she has asked for specific instances of alleged wrongdoing/failures; clarified that the Board does not have authority to recall any Board member, and that the San Bernardino County Elections website has information regarding the process; clarified that the reference to 2015 indicates that the concerns are associated with individuals prior to Superintendent Enfield being in his position, and that he cannot be recalled because he is appointed by the Board of Education; reiterated that she wants to hear about specific examples of any concerns; said that if her personal situation was handled under Superintendent Enfield, things would not have been ignored; and agreed with Mr. Na that there needs to be repentance because the prior Board majority failed students in 2018 when it came to sexual harassment.

Christina Gagnier spoke about how the public is being allowed to interact with the Board; spoke about the process followed for comments read into the record; said she takes exception to the term "redundant words" referenced by Mr. Na with regard to the email comments received concerning Superintendent Enfield; said that everyone has a right to

come to the Board and communicate; said she would like to explore and find a better interactive way if meetings are continuing in virtual sessions; thanked students for addressing their concerns; spoke about the importance of addressing the issues raised; and asked what is the District doing to include the community beyond the next Board study session concerning the transition/reopening of schools in light of COVID-19.

Superintendent Enfield explained that the upcoming study session will be the same as the last study session – a meeting for the Board; and a communication will be sent out to all District parents followed with a couple of community surveys related to the reopening of schools.

President Schaffer thanked students for reaching out to the Board; said he agrees with Mrs. Hernandez-Blair and the need to give specific instances when making allegations; said some issues are law enforcement issues, some are confidentiality matters, and other factors could be in place; said he knows Dr. Enfield is not the person portrayed in the letters, and encouraged people to reach out to him and allow him to respond; said the Board is trying to adhere to Board Policy regarding public comment limits, and gave a reminder that any Board member has a right to ask for consensus to extend the public comment limits; and said he has no committee reports.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 7:09 p.m.

Joe Schaffer, President

Irene Hernandez-Blair, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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

\$9,330,908.74 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: June 18, 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
June 18, 2020

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

<u>School</u>	<u>Organization</u>
Butterfield Ranch ES	PTA
Cattle ES	PFA
Litel ES	PTA
Rolling Ridge ES	PTA
Briggs K-8	PFA
Chino HS	Basketball Boosters
Chino HS	C.H.A.P.S.S.
Chino HS	Chino Cowboy Huddle
Chino HS	Pep Squad Boosters
Chino HS	Sports Boosters
Chino Hills HS	Aquatics Boosters
Chino Hills HS	Baseball Boosters
Chino Hills HS	Dance Boosters
Chino Hills HS	Football Boosters
Chino Hills HS	General Boosters
Chino Hills HS	Music Boosters
Don Lugo HS	Band Boosters
Don Lugo HS	Grad Night Boosters
Don Lugo HS	Performing Arts Boosters
Don Lugo HS	Spirit Boosters
Don Lugo HS	Sports Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 18, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield Ranch ES</u>		
PTA	PTA Membership Drive	8/10/20 - 8/28/20
PTA	Yearbook Sale	8/10/20 - 5/1/21
PTA	Spirit Wear Sale	8/10/20 - 5/27/21
PTA	Marquee Birthday Wishes Sale	8/10/20 - 5/27/21
PTA	Thursdays After School Snack & Trinket Sale	8/10/20 - 5/27/21
PTA	Thursdays After School Art Academy	8/13/20 - 5/20/21
PTA	Back-To-School Night Snack Sale	8/26/20
PTA	Rendez-Vous Café Spirit Day	8/26/20
PTA	Handprint Tile Sale	9/2/20 - 9/11/20
PTA	On Campus Movie Night	9/4/20
PTA	Fridays After School Pretzel Sale	9/18/20
PTA	Scholastic Book Fair	9/21/20 - 9/25/20
PTA	Fun Run Sponsorships	10/12/20 - 10/23/20
<u>Cattle ES</u>		
PFA	PFA Membership Drive	8/1/20 - 9/30/20
PFA	Fridays After School Ice Cream Sale	8/1/20 - 5/25/21
PFA	La Michoacanita Restaurant Spirit Days	8/10/20 - 8/11/20
PFA	Spirit Wear Sale	8/10/20 - 5/30/21
ASB	Pencil Sale	8/17/20 - 5/7/21
PFA	Fall Catalog Sale	9/1/20 - 10/31/20
PFA	Yearbook Sale	9/1/20 - 5/25/21
PFA	Spirit Stick Keychain Sale	9/1/20 - 5/25/21
PFA	Taco Hut Dinner Nights	9/15/20 - 9/18/20
PFA	McDonald's Dinner Nights	10/5/20 - 10/18/20
PFA	Cannataro's Restaurant Dinner Nights	11/2/20 - 11/5/20
PFA	Super Chili Burgers Spirit Days	12/7/20 - 12/20/20
PFA	Casa Diaz Mexican Restaurant Spirit Days	1/11/21 - 1/14/21
PFA	Juice-It-Up Spirit Days	1/11/21 - 1/14/21
PFA	Carl's Jr. Spirit Days	1/11/21 - 1/14/21
PFA	Island's Restaurant Dinner Nights	2/8/21 - 2/11/21
PFA	Chick-fil-A Dinner Nights	3/15/21 - 3/18/21
PFA	Yogurtland Spirit Days	4/12/21 - 4/16/21
PFA	Wahoo's Fish Taco Spirit Days	4/12/21 - 4/16/21
PFA	Corner Bakery Café Spirit Days	4/12/21 - 4/16/21
PFA	La Michoacanita Restaurant Spirit Day	5/27/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 18, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
ASB - 6th Grade	Community Discount Card Sale	8/17/20 - 8/28/20
ASB - 6th Grade	Off Campus Gourmet Popcorn Sale	9/21/20 - 10/2/20
ASB - 6th Grade	Reusable Bag Sale	11/2/20 - 11/13/20
<u>Rolling Ridge ES</u>		
PTA	PTA Membership Sale	8/1/20 - 5/27/21
PTA	Meet Your Teacher Refreshment Sale	8/7/20
PTA	Marquee Birthday Wishes Sale	8/10/20 - 5/27/21
PTA	Spirit Wear Sale	8/10/20 - 5/27/21
PTA	Amazon Smile.com	8/10/20 - 5/27/21
PTA	Fall Catalog Sale	8/26/20 - 9/16/20
PTA	Fall Scholastic Book Fair	9/21/20 - 9/25/20
PTA	Family Fun Night	10/23/20
PTA	Holiday Boutique	12/1/20 - 12/3/20
PTA	Apex Run Pledge Drive	3/15/21 - 3/25/21
PTA	Spring Scholastic Book Fair	4/26/21 - 4/30/21
<u>Wickman ES</u>		
PTO	Spirit Wear Sale	7/1/20 - 6/30/21
PTO	PTO Membership Drive	8/7/20 - 9/11/20
PTO	Family Movie Night	8/28/20
PTO	Box Tops for Education	10/5/20
PTO	Walk-A-Thon Pledge Drive	10/13/20 - 11/3/20
PTO	Holiday Boutique	11/30/20 - 12/4/20
PTO	Family Movie Night	12/4/20
PTO	Box Tops for Education	2/1/21 - 2/5/21
PTO	Read-A-Thon	2/19/21 - 3/12/21
PTO	Harkins Summer Movie Ticket Sale	2/26/21
PTO	Family Movie Night	3/5/21
PTO	Book Fair/Art Fair	5/10/21 - 5/14/21
<u>Magnolia JHS</u>		
PFA	PFA Membership Drive	9/3/20 - 6/1/21
PFA	Spirit Wear Sale	9/3/20 - 6/1/21
PFA	After School Snack Sale	9/3/20 - 6/1/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 18, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ramona JHS</u>		
ASB-General	Spirit Wear Sale	7/29/20 - 5/7/21
<u>Townsend JHS</u>		
ASB - General	Agenda Sale	8/1/20 - 4/21/21
ASB - P.E.	P.E. Clothing Sale	8/15/20 - 5/15/21
ASB - General	Step-it-Up Donation Drive	8/27/20 - 9/30/20
<u>Chino HS</u>		
Cowboy Huddle	On-line Mask/Face Cover Sale	6/20/20 - 7/20/20
Basketball Boosters	Fireworks Booth	6/30/20 - 7/4/20
C.H.A.P.S.S.	Fireworks Booth	7/1/20 - 7/4/20
Cowboy Huddle	Fireworks Booth	7/1/20 - 7/4/20
Sports Boosters	Fireworks Booth	7/1/20 - 7/4/20
Pep Squad Boosters	Fireworks Booth	7/1/20 - 7/4/20
C.H.A.P.S.S.	Rodeo Round Up Membership Drive	8/1/20 - 1/30/21
Band & Auxiliary Boosters	Off Campus See's Candy Sale	11/3/20 - 12/10/20
C.H.A.P.S.S.	Grad Bash Ticket Sale	2/3/21 - 5/4/21
<u>Chino Hills HS</u>		
Football Boosters	Blast On-Line Donation Drive	7/1/20 - 12/31/20
Football Boosters	Spirit Wear Sale	7/1/20 - 1/31/21
General Boosters	Weekly Bingo	7/1/20 - 6/30/21
Football Boosters	Games/Events Kiosk	8/1/20 - 1/31/21
Football Boosters	Games/Events Parking	8/1/20 - 1/31/21
Football Boosters	Media Guide/Program Sale	8/1/20 - 1/31/21
Football Boosters	After School Krispy Kreme Donut Sale	8/10/20 - 9/30/20
Football Boosters	Game/Events Concessions	8/10/20 - 1/31/21
<u>Don Lugo HS</u>		
Performing Arts Boosters	Fireworks Booth	7/1/20 - 7/4/20
Sports Boosters	Fireworks Booth	7/1/20 - 7/4/20
Grad Night Boosters	Fireworks Booth	7/1/20 - 7/4/20
Band Boosters	Fireworks Booth	7/1/20 - 7/4/20
ASB	Banner Advertisement Sale	7/1/20 - 6/30/21
ASB	Donation Drive	7/1/20 - 6/30/21
ASB	Blast Athletics Donation Drive	7/1/20 - 6/30/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
June 18, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Don Lugo HS</u> (cont.)		
Grad Night Boosters	Football Games Snack Sale	8/3/20 - 12/1/20
Leadership	After School Juice-It-Up Sale	8/3/20 - 5/26/21
Renaissance	After School Ice Cream Sale	8/3/20 - 5/26/21
ASB	Marquee Advertisement Sale	8/10/20 - 5/27/21
FFA	Plant Sale	8/30/20 - 5/27/21
Football & Spirit Boosters	Clothing Drive	9/12/20
Renaissance	Off Campus Candy Sale	10/5/20 - 10/12/20
FFA	Fall Festival	10/23/20
Grad Night Boosters	Applebee's Pancake Breakfast	11/14/20
Leadership	Applebee's Pancake Breakfast	12/5/20
Grad Night Boosters	Clothing Drive	12/6/20
Grad Night Boosters	Tahoe Joe's Famous Steakhouse Spirit Day	12/16/20
FFA	Off Campus Cookie Dough Sale	2/8/21 - 2/19/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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
June 18, 2020

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Eagle Canyon ES</u>		
Dog Haus	Cash	\$1,000.00
<u>Hidden Trails ES</u>		
MHR Investments, Inc.	Cash	\$500.00
<u>Litel ES</u>		
Wells Fargo Community Support	Cash	\$60.00
Edison International	Cash	\$120.00
<u>Canyon Hills JHS</u>		
Hani & Aure Castro	Cash	\$200.00
Canyon Hills PTSA	Cash	\$650.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: June 18, 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: RESOLUTION 2019/2020-62 USE OF 2020/2021 EDUCATION PROTECTION ACCOUNT FUNDS

=====

BACKGROUND

Proposition 30 and Proposition 55 were approved by the voters in California on November 6, 2012, and November 8, 2016, respectively. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, through December 31, 2017. Proposition 55 added Article XIII, Section 36(e) to the California Constitution commencing on January 1, 2018.

Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f). Before June 30 of each year, the Superintendent or designee shall estimate the total amount of revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer in the Education Protection Account during the next fiscal year.

In accordance with Article XIII, Section 36, a public meeting must be held on how the Education Protection Account money will be spent. In compliance with Article XIII, Section 36(e) monies received from the Education Protection Account will be spent as identified in the attachment.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-62 Use of 2020/2021 Education Protection Account Funds.

FISCAL IMPACT

Education Protection Account Funds will be restricted to instruction purpose only.

2020-21
 Education Protection Account
 Program by Resource Report
 Expenditures by Function - Detail

Expenditures through: June 30, 2020
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	33,090,312.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		33,090,312.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	33,090,312.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		33,090,312.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Chino Valley Unified School District
Resolution 2019/2020-62
Use of 2019/2020 Education Protection Account Funds

WHEREAS, the voters approved Proposition 30 on November 6, 2012, and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012, (sun setting 12/31/17) and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016, (commencing 1/1/18);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Superintendent or designee shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the Board of Education shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Chino Valley Unified School District Board of Education.

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Chino Valley Unified School District Board of Education has determined to spend the monies received from the Education Protection Act as attached.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 18th day of June 2020 at Chino, California.

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: June 18, 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: RESOLUTION 2019/2020-63 TRANSFERS OF APPROPRIATIONS
FOR 2020/2021**

=====

BACKGROUND

Pursuant to Education Code 42600 through 42602, school districts are required to approve a resolution for budget transfers and adjustments and file it with the San Bernardino County Superintendent of Schools each year.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-63 Transfers of Appropriations for 2020/2021.

FISCAL IMPACT

None.

NE:SHC:LP:wc

**Chino Valley Unified School District
Resolution 2019/2020-63
Transfers of Appropriations for 2020/2021**

WHEREAS, the Board of Education of the Chino Valley Unified School District has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses;

WHEREAS, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

WHEREAS, the Board of Education of the Chino Valley Unified School District has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up to date with accurate uncommitted balances.

NOW, THEREFORE, BE IT RESOLVED pursuant to Education Code Sections 42600 through 42602, the Chino Valley Unified School District may appropriate any such funds, identify and make such transfers as needed throughout the 2019/2020 fiscal year.

BE IT FURTHER RESOLVED the Board of Education of the Chino Valley Unified School District authorizes staff to process the necessary transfers of appropriation to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 18th day of June 2020 at Chino, California.

Blair: _____
Cruz: _____
Gagnier: _____
Na: _____
Schaffer: _____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: COVID-19 OPERATIONS WRITTEN REPORT

=====
BACKGROUND

Executive Order (EO) N-56-20 was established on April 22, 2020, to address the impact of continued school closures in response to the COVID-19 pandemic and the local educational agencies' ability to conduct meaningful annual planning, and the ability to meaningfully engage stakeholders in these processes.

EO N-56-20 issued timeline and approval waivers for the Local Control and Accountability Plan and Budget Overview for Parents as well as waiving certain budgetary requirements. The Executive Order also establishes the requirement that a local education agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families.

The COVID-19 Operations Written Report must be adopted by the local governing board or body in conjunction with the adopted annual budget by July 1, 2020. Once adopted, the COVID-19 Operations Written Report must be posted on the homepage of the LEA's website. This item was presented to the Board on June 4, 2020, as information.

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

RECOMMENDATION

It is recommended the Board of Education approve the COVID-19 Operations Written Report.

FISCAL IMPACT

None.

NE:rtr

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Chino Valley Unified School District	Dr. Norm Enfield, Superintendent	Norm_Enfield@chino.k12.ca.us	[Insert Date of Adoption here]

Descriptions provided should include sufficient detail yet be succinctly succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

The Chino Valley Unified School District (CVUSD) Board of Education passed a state of emergency resolution on March 12, 2020, granting the Superintendent authority to ensure that public education continues, and to help safeguard the well-being of students and staff during the COVID-19 crisis. To slow the community spread of COVID-19, the Superintendent announced closure of CVUSD's 35 schools on March 13, 2020, and the District implemented an extended Spring Break (March 16-19) with Spring Break (March 20-27) and then Extended and Distance Learning beginning March 30, 2020. Prior to Governor Newsom's Stay at Home Order (effective March 19, 2020), the District executed a Pandemic Plan as part of the Comprehensive School Safety Plan. The District made changes to program offerings to sustain learning and provide support to families to mitigate the major impacts of school closures on the local school community.

Learning support has been provided remotely to students with the unduplicated student population in mind. A tiered distance learning plan was put into action to support student learning that included District-created extended learning lesson plans for all grade levels with staff training and teacher-developed distance learning plans. To ensure equitable access to learning, the District deployed over 7,200 Chromebooks and 700 Wi-Fi hot spots to students. A Distance Learning Technology Help Hotline at (909) 628-1202, ext. 1080 and email (communitysupport@chino.k12.ca.us) was created for technology questions. Instructional coaches and induction coaches have aided teachers remotely so learning could continue seamlessly.

Supervision arrangements were made for District employees in preparation for Distance Learning. Nutrition Services reassessed their meal preparation and serving, and currently conduct meal service through safe local distribution. The Health Clinic aids students and families through tele-health, link patients to medical services, and will conduct drive-through immunization clinics in late May through June. Social-emotional learning videos, Positive Action for Life Success lessons, and a host of other resources (<https://www.chino.k12.ca.us/Page/34605>) have been provided to school sites and the community. Through the Parent-Engagement Center, outreach for the unduplicated student

population continues. During school closure, the Superintendent provides updates through the AERIES Parent Portal, the District website (<https://www.chino.k12.ca.us/Page/26942>) and social media.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The District coordinated efforts to support the needs of English learners, foster youth, and socio-economically disadvantaged students during the transition to Distance Learning. Instructional coaches supported teachers with English learner resources, grade-level lessons, and collaboration opportunities. Administration, school site staff, and bilingual school liaisons helped with device-checkouts, translations, and phone calls home to aid teachers in making student contact and getting feedback on student needs. The Parent-Engagement center offered remote tutorials on learning management platforms and videoconferencing tools for home learning. Along with communication through the District's electronic school messenger, Title I school families received a mailer with information on resources for technology, mental wellness, and academics support.

Health Services has supported students and families through a variety of services. The Health Clinic has provided telehealth services to students and will conduct three drive-through immunization clinics. The school nurses have supported Individualized Educational Plan teams and schools with registration remotely. The Helping Our People Everyday (HOPE) Program provides remote case management, referrals, and weekend food backpacks for students. The Multi-Tiered Systems of Support Behavior counselors have developed lessons to support remote home instruction, provided referrals to families, and conducted telephone check-ins with students and families. The Health Services website has an abundance of local resources for families ranging from food, job, counseling, and community support resources.

Services to foster youth students have continued during distance learning that supported stability, engagement, and advocacy like progress monitoring, advocating, recording requests, arranging virtual support services, communicating policy/procedure changes, and ensuring all seniors are on track to graduate. In addition, technological needs were met, helping with virtual classrooms; supporting caregivers with social-emotional check-ins and support with strength-based counseling; assessing evolving needs/referrals for enhanced supports; promoting student/teacher engagement; collaborating with student's family team on their well-being and academic success. Moreover, the foster youth liaison provided guidance with post-secondary, financial aid, scholarships, majors, and transition to independent living.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Education is an essential service and staff recognize the extraordinary responsibility to support continuity of learning and services for more than 27,500 students. After closing school sites to students and the public, CVUSD implemented a tiered plan to deliver high-quality distance learning

opportunities. Training included whole group, small group, and individual group opportunities for website development, learning management platforms (e.g. Google Classroom, Microsoft Teams), meeting/video conferencing tools (e.g. Zoom, Google Meet), and other tools (e.g. Screencastify, Flip grid, ClassLink, Office 365). To support students through distance learning, the following expectations were set district-wide to:

- Keep webpages (distance learning classrooms) up to date with contact information, virtual office hours, instructional plans, submission process, feedback process, and dates for assessments
- Provide instruction in English-language Arts and Math, incorporating Science and Social Science, when applicable, at the elementary sites, and subject specific instruction at the secondary level through learning platforms and meeting/videoconferencing tools
- Engage in virtual staff meetings
- Continue counseling support
- Provide accessible and timely (well within 24 hours) responses to questions from students and their families, in addition to the required time spent in virtual office hours

- Collaborate with special education and intervention teachers for identified students

• June 18, 2020
• Page 106

Hold IEPs to the extent possible
Work with colleagues and administration via virtual meetings
For applicable students, additional support like music instruction, differentiated English Language Learners lessons, special education resources, and social-emotional learning lessons are available. School site staff/administrators and district administrators regularly monitor telephone messages, email messages, and classroom websites to address distance learning student, staff, and parent questions.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

To lower the risk of an employee transmitting or contracting COVID-19, maintaining distance between employees and the community members has been critical along with following personal and production health safety measures.

Nutrition Services converted meal service to the community to grab-and-go meals and executed curbside delivery at seven locations serving approximately 5,125 breakfasts and 5,125 lunches daily. All items served were wrapped or safely packaged for distribution. Employees wore gloves during production and did not contact exposed, ready-to-eat foods with bare hands. Suitable utensils such as spatulas, tongs, single use-gloves have been provided to Nutrition Services staff.

Using hand signals from a distance, individuals in vehicles indicate how many student meals they need. Nutrition Services staff then places the meals in the trunk of the vehicles to minimize contact and face-to-face communication with others and ensure contactless deliveries.

Food safety continues to be a best practice utilized inside the food preparation areas along with the designated serving locations. Employees always wear masks and use gloves to protect the community and other staff. Employees stay vigilant in their hygiene practices, including frequent and proper hand-washing and routine cleaning and disinfecting of all surfaces. These practices reduce the chance of spreading the virus and will continue during the emergency summer feeding.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Child Development provided a week of supervision for CVUSD staff while they transitioned to work remotely. Intensive planning for supervision services for CVUSD and community essential workers began on March 14, 2020, to meet State and Federal Guidelines. The District took part in webinars, group emails, phone calls, and Zoom meetings to develop a plan for supervision services. The plan included necessary precautions of protective equipment for staff and routine cleaning of the facilities. Daily check-ins of staff and students were planned and included taking temperatures, maintaining social distancing guidelines, and hosting staff trainings. The Child Development Technician kept consistent communication with parents/guardians and staff throughout this process; however, supervision services was not needed at that time.

Child Development maintained contact with local resource and referral agencies to post and share with families information regarding local childcare facility websites such as <http://mychildcare.ca.gov/>, <https://rrnetwork.org/>, and <https://family-services/find-child-care>. Child Development also participated in virtual conferences and email communication with Local Planning Control to locate additional resources to share with families. All websites available to assist families with identifying providers that can serve children have been posted on the Covid-19 community resources tab on the Child Development Website <https://www.chino.k12.ca.us/Page/35197>. In addition, information flyers were sent to families via email and take-home packets.

The Child Development Department is currently planning to open supervision for the summer, as the State is preparing to open, and parents/guardians are gradually returning to work. Supervision services will open with safety protocols that include frequent handwashing, social distancing, and daily health checks.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
CSPP-0426 AND THE ADOPTION OF RESOLUTION 2019/2020-64**

=====

BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CSPP-0426 will provide funding for the California state preschool program. This program is located at the Chino Children’s Center.

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

RECOMMENDATION

It is recommended the Board of Education approve the Local Agreement for Child Development Services CSPP-0426 and the adoption of Resolution 2019/2020-64.

FISCAL IMPACT

\$307,774.00 for local agreement CSPP-0426.

NE:LF:SJ:rtr

Chino Valley Unified School District
RESOLUTION 2019/2020-64

This resolution must be adopted in order to certify the approval of the Board of Education of the Chino Valley Unified School District to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the personnel designated herein to sign contract documents for fiscal year 2020/2021.

RESOLUTION

BE IT RESOLVED that the Board of Education of Chino Valley Unified School District authorizes approval of the amendment for the local agreement number CSPP-0426 for fiscal year 2020/2021 and that the person(s) who are listed below are authorized to sign the transaction for the Board of Education.

NAME	TITLE	SIGNATURE
<u>Norm Enfield, Ed.D.</u>	<u>Superintendent</u>	_____
<u>Lea Fellows</u>	<u>Assistant Superintendent</u>	_____

PASSED AND ADOPTED this 18th day of June 2020 by the Board of Education of Chino Valley Unified School District of San Bernardino County, California.

I, Irene Hernandez-Blair, Clerk of the Board of Education of Chino Valley Unified School District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

 Irene Hernandez-Blair, Clerk

 Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0426

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-06767-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 20-21, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$49.85 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$307,774.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 6,174.0

Minimum Days of Operation (MDO) Requirement 246

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing fields for signatures, titles, amounts, program details, and dates.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Sherri Johnson, Psy.D., Director, Health Services/Child Development
**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
CCTR-0193 AND THE ADOPTION OF RESOLUTION 2019/2020-65**

=====
BACKGROUND

The Local Agreement for Child Development Services represents the annual contract with the California Department of Education to provide state-subsidized general child care to low income families in the Chino Valley Unified School District. These services have been provided in the Chino Valley Unified School District since 1969.

The program award CCTR-0193 will provide general child care and development services. These programs are located at the Buena Vista Infant/Toddler Center, Liberty Fun Club, and Newman Fun Club.

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

RECOMMENDATION

It is recommended the Board of Education approve the Local Agreement for Child Development Services CCTR-0193 and the adoption of Resolution 2019/2020-65.

FISCAL IMPACT

\$638,786.00 for local agreement CCTR-0193.

NE:LF:SJ:rtr



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0193

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-06767-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CHINO VALLEY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$638,786.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 12,894.0
Minimum Days of Operation (MDO) Requirement 246

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing fields for signatures, titles, amounts, and program details.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: June 18, 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

\$2,661,696.63 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2021-049 Follet School Solutions, Inc. To provide annual renewal of Destiny Express for District-wide libraries. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$41,467.00 Funding source: General Fund
CIIS-2021-050 SHI. To provide annual renewal for Advantage Ultra service plan. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$14,065.00 Funding source: General Fund
CIIS-2021-051 SHI. To provide annual renewal for KACE systems management maintenance. Submitted by: Technology Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$54,514.43 Funding source: General Fund
CIIS-2021-052 VNA Hospice and Palliative Care of Southern California dba VNA Private Duty. To provide nurse services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$100,000.00 Funding source: Special Education
CIIS-2021-053 Russo, Fleck and Associates. To provide occupational therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$75,000.00 Funding source: Special Education
CIIS-2021-054 Pristine Rehab Care, LLC. To provide occupational therapist, and speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$250,000.00 Funding source: Special Education
CIIS-2021-055 Pacific Coast Speech Services, Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$600,000.00 Funding source: Special Education
CIIS-2021-056 Gomez & Associates, Inc. To provide interpreter and translation services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$100,000.00 Funding source: Special Education
CIIS-2021-057 Extensive Therapy Connection and Solution. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$100,000.00 Funding source: Special Education
CIIS-2021-058 Alternative Logistics Technologies Holdings, Inc. dba ALC Schools, LLC. To provide transportation services for special education students. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$10,000.00 Funding source: Special Education
CIIS-2021-059 Zenith Rehabilitation Services Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$500,000.00 Funding source: Special Education

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2021-060 Satish Krishnappa dba Therapy Mantra, Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$800,000.00 Funding source: Special Education
CIIS-2021-061 Patrice Toyota dba Speak Up. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$5,000.00 Funding source: Special Education

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2021-008 Patriot Environmental Laboratory Services, Inc. To provide Federal Asbestos Hazard Emergency response Act (1987 AHERA) and 3 year inspections. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
F-2021-009 Humberto Lopez. To provide staff training on safety and compliance procedures including Healthy Schools Act. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
F-2021-010 Varsity Brands Holding Company, Inc. dba BSN Sports, LLC. To provide mechanical sports equipment and gymnasium bleacher inspections. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
F-2021-011 Patriot Environmental Laboratory Services Inc. To provide asbestos abatement clearance according to Asbestos Hazard Emergency Response Act using Transmission Electron Microscopy air sampling, air analysis, and lead abatement clearance wipe sampling and analysis. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
F-2021-012 Blue Violet Networks. To provide assistance with programming and installation of District-wide phone system. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
F-2021-013 Brian Stratouly dba Aero Environmental Services. To provide District-wide asbestos, indoor air quality, and water testing. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: Various
F-2021-014 Superior Security Specialists, Inc. dba Superior Alarm Systems. To provide security alarm monitoring services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$480.00 Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2021-015 William T Cass Jr. dba Bill's Hydroseed. To provide District-wide hydroseeding. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
F-2021-016 Mission Landscape Companies, Inc. To provide District-wide tree trimming/remediation, slope remediation, and mulch blowing services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: Per rate sheet Funding source: General Fund
F-2021-017 Class Leasing, LLC. To provide lease of two-24'x40' portable classroom buildings at Chaparral ES. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 1, 2020 - July 31, 2025	Contract amount: \$40,000.00 Funding source: Capital Facilities
F-2021-018 Class Leasing, LLC. To provide lease of four-24'x40' portable classroom buildings at Rhodes ES. Submitted by: Facilities, Planning, and Operations Duration of Agreement: August 15, 2020 - August 15, 2025	Contract amount: \$80,000.00 Funding source: Capital Facilities
F-2021-019 Time & Alarm Systems. To provide software and support for keyless access system. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$4,955.00 Funding source: General Fund
F-2021-020 Time & Alarm Systems. To provide fire alarm and security alarm monitoring. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2020 - June 30, 2021	Contract amount: \$4,186.00 Funding source: General Fund

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
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 \$330,000.00 to \$390,000.00 Funding Source: Special Education
F-1819-018 Knowland Construction Services, Inc. To provide master contract for geotechnical services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2018 - June 30, 2021 Original Agreement Board Approved: October 4, 2018	Contract amount: fee schedule increase Funding source: Various
RFP No. 19-20-03 Nutrition Services - Bread. To provide bread products. Submitted by: Nutrition Services Duration of Agreement: July 1, 2019 - June 30, 2020 Original Agreement Board Approved: August 15, 2019	Extend contract 1-year effective July 1, 2020 - June 30, 2021 Increase product pricing 5% Funding source: Cafeteria Fund

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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**

June 18, 2020

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	MacBook Pro	CO2GH2ADDRJJ	Chaparral ES
Computer	Dell	45845	Dickson ES
Computer	Dell	43586	Dickson ES
Computer	Dell	43423	Dickson ES
Computer	Dell	43607	Dickson ES
Computer	Dell	45850	Dickson ES
Computer	Dell	45847	Dickson ES
Computer	Dell	46303	Dickson ES
Overhead Projector	3M		Dickson ES
Laptop	Dell	40808	Dickson ES
Keyboards (7)	HP		Dickson ES
Keyboard	Yamaha	UBOX01427	Dickson ES
Keyboard	Yamaha	UBOX01433	Dickson ES
Keyboard	Yamaha	UBOX01437	Dickson ES
Keyboard	Yamaha	UBOX01425	Dickson ES
Keyboard	Yamaha	UBOX01418	Dickson ES
Keyboard	Yamaha	UBOX01419	Dickson ES
Laptop	Dell	22817	Hidden Trails ES
Computer	Dell	40766	Briggs K-8
Computer	Dell	46463	Briggs K-8
Computer	Dell	46461	Briggs K-8
Computer	Dell	46462	Briggs K-8

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: June 18, 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 2019/2020-50 AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES AND APPROVAL OF DELL FINANCIAL SERVICE LEASE PURCHASE AGREEMENT NO. 597571-63667 AS AMENDED BY AMENDMENT NO. 1 AND ASSOCIATED LEASE SCHEDULE AND AGREEMENT

=====

BACKGROUND

At the May 21, 2020 Board meeting, the Board of Education adopted 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 the associated lease schedule. After approval, District staff realized that Dell had not provided a complete set of documents for the May 21 agenda. Included with this item is the full set of documents requiring ratification.

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

RECOMMENDATION

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

FISCAL IMPACT

\$455,193.75 to General Fund 01.

NE:GJS:AGH:pw



**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

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

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
	VXRNOADDPROC	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
	RRAILKIT2U1NNOCMAF	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

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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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AMENDMENT NO. 1 DATED MAY 5, 2020
TO THE MASTER LEASE AGREEMENT DATED MAY 5, 2020
BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT
AND DELL FINANCIAL SERVICES L.L.C.

This Amendment No. 1 (the "Amendment") is made part of and modifies the Master Lease Agreement No. 597571-63667 and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between CHINO VALLEY UNIFIED SCHOOL DISTRICT ("Lessee") and DELL FINANCIAL SERVICES L.L.C. ("Lessor").

The Agreement is hereby modified as follows:

1. Section 5, "Appropriation of Funds".

Restate the first sentence of Section 5(b) as follows:

"Lessee may terminate a Schedule in whole, but not in part, by giving at least thirty (30) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period."

2. Section 14, "Remedies; Termination".

Restate Subsection 14(a)(iii) as follows:

"(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as penalty, any and all Rent due in the current Fiscal Period if Lessee has returned all of the Product to Lessor in accordance with this Section; or"

Delete the second sentence (starting with "In the event" and ending with "Stipulated Loss Value.") from Subsection 14(b) in its entirety.

Delete the third sentence (starting with "Lessee shall remain" and ending with "for any deficiency.") from Subsection 14(b) in its entirety.

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

LESSEE:
CHINO VALLEY UNIFIED SCHOOL DISTRICT

By (Sign): _____

By (Sign): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____



EFFECTIVE DATE: May 7, 2020
MASTER LEASE AGREEMENT NO. 598531-63667

LESSOR: Dell Financial Services L.L.C.	LESSEE: CHINO VALLEY UNIFIED SCHOOL DISTRICT
Mailing Address: ONE DELL WAY Round Rock, TX 78682	Principal Address: 5130 RIVERSIDE DR CHINO, CA 91710

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lease is noncancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

4. RENT; TAXES; PAYMENT OBLIGATION.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

2. ACCEPTANCE DATE; SCHEDULE.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The

reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether, regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however,

that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn: Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN SAN BERNARDINO COUNTY, CALIFORNIA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed

copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.	
CHINO VALLEY UNIFIED SCHOOL DISTRICT "Lessee"	
BY:	_____
NAME:	_____
TITLE:	_____
DATE:	_____
Dell Financial Services L.L.C. "Lessor"	
BY:	_____
NAME:	_____
TITLE:	_____
DATE:	_____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 2019/2020-66 AUTHORIZING THE PURCHASE OF COPIER EQUIPMENT AND RELATED SERVICES AND APPROVAL OF CELL BUSINESS EQUIPMENT LEASE AGREEMENT

=====

BACKGROUND

The purpose of this Agreement between Cell Business Equipment and the Chino Valley Unified School District is to provide the replacement of 117 aging copiers District wide. Pursuant to Education Code section 17597, the governing board of a school district, may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment or other major 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 property fits within 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.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2019/2020-66, Authorizing the Purchase of Copier Equipment and Related Services and Approval of Cell Business Equipment Lease Agreement.

FISCAL IMPACT

\$26,268.92 monthly for 36 months to General Fund 01.

WMJ:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2019/2020-66

**AUTHORIZING THE PURCHASE OF
COPIER EQUIPMENT AND RELATED SERVICES AND APPROVAL OF CELL
BUSINESS EQUIPMENT LEASE AGREEMENT**

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 copier equipment and related services as specified in Exhibit “A” (the “Property”); and

WHEREAS, the Board, under Section 10299 of the California Public Contract Code, may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290), Chapter 3 (commencing with Section 12100), and Chapter 3.6 (commencing with Section 12125) of the California Public Contract Code; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the Property from Sema, LLC dba Cell Business Equipment through a bid procured by the State of California Department of General Services Procurement Division under the California Multiple Award Schedule (CMAS) Contract No. 3-19-36-0049E, GSA No. GS-03F-046DA; and

WHEREAS, the Board, under Education Code section 17597 may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment or other major 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 Property fits within 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 has, by this Resolution, determined the need for the Property, and authorized the lease/purchase of such Property with Cell Business Equipment (the “Lessor”), pursuant to the Equipment Lease Agreement, Number 1616172, dated June 18, 2020, attached hereto as Exhibit “B” (the “Lease”); and

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

NOW, THEREFORE, BE IT RESOLVED the 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 10299, 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 to this meeting, and on file with the District, is hereby approved. The Superintendent or 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 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 Board of Education of the Chino Valley Unified School District, this 18th day of June 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

Exhibit “A”

Copier and Services Procuring

(Attached)



Sales and Service Agreement

www.cbesolutions.com

Customer	Purchase Order No.		Date		Terms			PL	
			6/5/2020		<input type="checkbox"/> Purchase		Net: 30	Salesperson	
					<input checked="" type="checkbox"/> Lease Type	Months: 36	Payment: \$24,379.51	Deposit: \$0.00	
SOLD TO:	Chino Valley Unified School District			SHIP TO:		Multiple addresses - See delivery schedule			
	5130 Riverside Dr.								
	Chino CA 91710								
	Contact	Kathy Casino				Contact	Kathy Casino		
	Phone	909-628-121				Phone	909-628-121		
E-mail	kathy_casino@chino.k12.ca.us		E-mail	kathy_casino@chino.k12.ca.us					
Equipment	Qty	Product Code	Description		Each	Extended			
	1	iRA C256iF III	26 ppm color MFP (A4)		\$ 73.15	\$ 73.15			
	1	Staple finisher Z1	Stapling		Included	Included			
	16	iRA C5535i III	35 ppm color MFP		\$ 127.33	\$ 2,037.27			
	16	Cassette feeding unit AM1	2 x 550 paper drawers		Included	Included			
	16	Inner finisher H1	Stapling		Included	Included			
	16	Inner 2/3 hole puncher B1	Hole punching		Included	Included			
	16	Super G3 fax board AS2	Faxing		Included	Included			
	15	iRA C5540i III	40 ppm color MFP		\$ 132.31	\$ 1,984.70			
	15	Cassette feeding unit AM1	2 x 550 paper drawers		Included	Included			
	15	Inner finisher H1	Stapling		Included	Included			
	15	Inner 2/3 hole puncher B1	Hole punching		Included	Included			
15	Super G3 fax board AS2	Faxing		Included	Included				
Notes	Equipment pricing includes delivery, network installation, training and return of equipment to leasing company at end of term. Service agreement includes all labor, all parts and all supplies (excluding staples and paper). Customer does not pay for shipping of supplies. Please see service rates below.							Subtotal	
								Initial Set-up	
								Sales Tax 7.75%	
								Delivery	
								Trade-In	
								Monthly Lease	
							Amount Paid		
Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples							Balance Due		
Service	Billing Period	Base Charge:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	Overage:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly		
	PRINTERS	Monthly Allowance	B/W	NA	Overage Rate:	B/W	NA		
			Color	NA		Color	NA		
	Monthly Base Charge			NA	Devices on Contract:			NA	
	MFP'S	Monthly Allowance	B/W		Overage Rate:	B/W			
			Color			Color			
Monthly Base Charge				Devices on Contract:			117		
Acceptance	Customer Signature:		Title:		Date:				
	X _____		_____		_____				
CBE Acceptance:		Title:		Date:					
X _____		_____		_____					
SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED AND CONFIRMS YOU HAVE READ AND UNDERSTAND THE MAINTENANCE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT									



Sales and Service Agreement

www.cbesolutions.com

Customer	Purchase Order No.		Date		Terms			PL			
			6/5/2020		<input type="checkbox"/> Purchase		Net:	0	Salesperson		
					<input checked="" type="checkbox"/> Lease Type	Months	Payment	Deposit	Mark Johnson		
				FMV	36	\$24,379.51	\$0.00				
SOLD TO:	Chino Valley Unified School District				SHIP TO:	Multiple addresses - See delivery schedule					
	5130 Riverside Dr.										
	Chino		CA			91710					
	Contact		Kathy Casino			Contact		Kathy Casino			
	Phone		909-628-121			Phone		909-628-121			
	E-mail		kathy_casino@chino.k12.ca.us			E-mail		kathy_casino@chino.k12.ca.us			
Equipment	Qty	Product Code	Description			Each	Extended				
	16	IRA C5550i III	50 ppm color MFP			\$ 167.89	\$ 2,686.31				
	16	Hi capacity cassette feeding unit A1	2,450 Sheet paper deck			Included	Included				
	16	Staple finisher Y1	Stapling			Included	Included				
	16	Buffer pass unit L1	Required for Staple finisher Y1			Included	Included				
	16	2/3 Hole puncher unit A1	Hole punching			Included	Included				
	16	Super G3 fax board AS2	Faxing			Included	Included				
	3	IRA C5560i III	60 ppm color MFP			\$ 172.80	\$ 518.40				
	3	Hi capacity cassette feeding unit A1	2,450 Sheet paper deck			Included	Included				
	3	Staple finisher Y1	Stapling			Included	Included				
	3	Buffer pass unit L1	16+3+			Included	Included				
	3	2/3 Hole puncher unit A1	Hole punching			Included	Included				
3	Super G3 fax board AS2	Faxing			Included	Included					
Notes	Equipment pricing includes delivery, network installation, training and return of equipment to leasing company at end of term. Service agreement includes all labor, all parts and all supplies (excluding staples and paper). Customer does not pay for shipping of supplies. Please see service rates below.							Subtotal			
								Initial Set-up			
								Sales Tax 7.75%			
								Delivery			
								Trade-In			
								Monthly Lease			
							Amount Paid				
							Balance Due				
Service	Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples										
	Billing Period	Base Charge:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	Overage:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly				
	PRINTERS	Monthly Allowance		B/W	NA	Devices on Contract:	NA				
				Color	NA		NA				
			Monthly Base Charge		NA		NA				
	MFP'S	Monthly Allowance		B/W		Devices on Contract:	117				
		Color									
		Monthly Base Charge									
Acceptance	Customer Signature:			Title:			Date:				
	X _____			_____			_____				
CBE Acceptance:			Title:			Date:					
X _____			_____			_____					
SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED AND CONFIRMS YOU HAVE READ AND UNDERSTAND THE MAINTENANCE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.											



Sales and Service Agreement

www.cbesolutions.com

Customer	Purchase Order No.		Date		Terms			PL	
			6/5/2020		<input type="checkbox"/> Purchase	Net:	0	Salesperson Mark Johnson	
					<input checked="" type="checkbox"/> Lease Type	Months	36		
				FMV	Payment	\$24,379.51	Deposit	\$0.00	
SOLD TO:	Chino Valley Unified School District				SHIP TO:	Multiple addresses - See delivery schedule			
	5130 Riverside Dr.								
	Chino		CA	91710					
	Contact	Kathy Casino				Contact	Kathy Casino		
	Phone	909-628-121				Phone	909-628-121		
	E-mail	kathy_casino@chino.k12.ca.us				E-mail	kathy_casino@chino.k12.ca.us		
Equipment	Qty	Product Code	Description		Each	Extended			
	1	iRA 525iF III	55 ppm monochrome MFP (A4)		\$ 40.77	\$ 40.77			
	6	iRA 4535i III	35 ppm monochrome MFP		\$ 130.20	\$ 781.21			
	6	Single-pass DADF C1	Single-pass, duplexing document feeder		Included	Included			
	6	Cassette feeding unit AN1	2 x 550 Sheet paper drawers		Included	Included			
	6	Inner finisher J1	Stapling		Included	Included			
	6	Inner 2/3 hole puncher C1	Hole punching		Included	Included			
	6	Super G3 fax board BF1	Faxing		Included	Included			
	9	iRA 4545i III	45 ppm monochrome MFP		\$ 107.25	\$ 965.24			
	9	Hi-capacity cassette feeding unit B1	2,450 Sheet paper deck		Included	Included			
	9	Inner finisher J1	Stapling		Included	Included			
	9	Inner 2/3 hole puncher C1	Hole punching		Included	Included			
9	Super G3 fax board BF1	Faxing		Included	Included				
Notes	Equipment pricing includes delivery, network installation, training and return of equipment to leasing company at end of term. Service agreement includes all labor, all parts and all supplies (excluding staples and paper). Customer does not pay for shipping of supplies. Please see service rates below.							Subtotal	
								Initial Set-up	
								Sales Tax 7.75%	
								Delivery	
								Trade-In	
								Monthly Lease	
Amount Paid									
Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples							Balance Due		
Service	Billing Period	Base Charge:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	Overage:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly		
	PRINTERS	Monthly Allowance	B/W	NA	Overage Rate:	B/W	NA		
			Color	NA		Color	NA		
	Monthly Base Charge			NA	Devices on Contract:		NA		
	MFP'S	Monthly Allowance	B/W		Overage Rate:	B/W			
			Color			Color			
Monthly Base Charge				Devices on Contract:		117			
Acceptance	Customer Signature:		Title:		Date:				
	X _____		_____		_____				
CBE Acceptance:		Title:		Date:					
X _____		_____		_____					
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Sales and Service Agreement

www.cbesolutions.com

Customer	Purchase Order No.		Date		Terms			PL	
			6/5/2020		<input type="checkbox"/> Purchase		Net: 0	Salesperson	
					<input checked="" type="checkbox"/> Lease Type	Months: 36	Payment: \$24,379.51	Deposit: \$0.00	
SOLD TO:	Chino Valley Unified School District			SHIP TO:	Multiple addresses - See delivery schedule				
	5130 Riverside Dr.								
	Chino		CA		91710				
	Contact	Kathy Casino			Contact	Kathy Casino			
	Phone	909-628-121			Phone	909-628-121			
E-mail	kathy_casino@chino.k12.ca.us		E-mail	kathy_casino@chino.k12.ca.us					
Equipment	Qty	Product Code	Description		Each	Extended			
	6	iRA 4551i III	51 ppm monochrome MFP		\$ 184.68	\$ 1,108.11			
	6	Hi-capacity cassette feeding unit B1	2,450 Sheet paper deck		Included	Included			
	6	Staple finisher Y1	Stapling		Included	Included			
	6	Buffer-pass unit N1	Required for Staple finisher Y1		Included	Included			
	6	2/3 Hole puncher unit A1	Hole punching		Included	Included			
	6	Super G3 fax board BF1	Faxing		Included	Included			
	27	iRA 6555i III	55 ppm monochrome MFP		\$ 133.82	\$ 3,613.19			
	27	Staple finisher V2	Stapling		Included	Included			
	27	2/3 Hole punch unit A1	Hole punching		Included	Included			
	10	iRA 6565i III	65 ppm monochrome MFP		\$ 175.45	\$ 1,754.54			
	10	Staple finisher V2	Stapling		Included	Included			
10	2/3 Hole punch unit A1	Hole punching		Included	Included				
Notes	Equipment pricing includes delivery, network installation, training and return of equipment to leasing company at end of term. Service agreement includes all labor, all parts and all supplies (excluding staples and paper). Customer does not pay for shipping of supplies. Please see service rates below.							Subtotal	
								Initial Set-up	
								Sales Tax 7.75%	
								Delivery	
								Trade-In	
								Monthly Lease	
							Amount Paid		
Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples							Balance Due		
Service	Billing Period	Base Charge: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Overage: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly						
	PRINTERS	Monthly Allowance	B/W	NA	Overage Rate:	B/W	NA		
			Color	NA		Color	NA		
	Monthly Base Charge		NA		Devices on Contract:		NA		
	MFP'S	Monthly Allowance	B/W		Overage Rate:	B/W			
			Color			Color			
Monthly Base Charge				Devices on Contract:		117			
Acceptance	Customer Signature: _____		Title: _____		Date: _____				
	X _____		_____		_____				
CBE Acceptance: _____		Title: _____		Date: _____					
X _____		_____		_____					
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Sales and Service Agreement

www.cbesolutions.com

Customer	Purchase Order No.		Date		Terms			PL	
			6/5/2020		<input type="checkbox"/> Purchase	Net:	0	Salesperson Mark Johnson	
					<input checked="" type="checkbox"/> Lease Type	Months	36		
				FMV	Payment	\$24,379.51	Deposit	\$0.00	
SOLD TO:	Chino Valley Unified School District			SHIP TO:	Multiple addresses - See delivery schedule				
	5130 Riverside Dr.								
	Chino		CA		91710				
	Contact	Kathy Casino			Contact	Kathy Casino			
	Phone	909-628-121			Phone	909-628-121			
	E-mail	kathy_casino@chino.k12.ca.us			E-mail	kathy_casino@chino.k12.ca.us			
Equipment	Qty	Product Code	Description	Each	Extended				
	3	iRA 6575i III	75 ppm monochrome MFP	\$ 181.66	\$ 544.98				
	3	Staple finisher V2	Stapling	Included	Included				
	3	2/3 Hole punch unit A1	Hole punching	Included	Included				
	4	iRA 8595i III	95 ppm monochrome MFP	\$ 311.02	\$ 1,244.10				
	4	Staple finisher W1-Pro	Stapling	Included	Included				
	4	Puncher unit BS1	Hole punching	Included	Included				
					\$ -				
			Xerox buyout		\$ 8,289.21				
			Manufacturer discount		\$ (1,261.67)				
				\$ -					
				\$ -					
				\$ -					
				\$ -					
				\$ -					
Notes	Equipment pricing includes delivery, network installation, training and return of equipment to leasing company at end of term. Service agreement includes all labor, all parts and all supplies (excluding staples and paper). Customer does not pay for shipping of supplies. Please see service rates below.				Subtotal	\$ 24,379.51			
					Initial Set-up				
					Sales Tax 7.75%	\$ 1,889.41			
					Delivery				
					Trade-In				
					Monthly Lease	\$ 26,268.92			
	Amount Paid								
	Balance Due								
Service	Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples								
	Billing Period	Base Charge:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Overage:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly				
	PRINTERS	Monthly Allowance	B/W	NA	Devices on Contract:	NA			
			Color	NA		NA			
		Monthly Base Charge	NA	NA					
	MFP'S	Monthly Allowance	B/W	1,000,000	Devices on Contract:	117			
Color			30,000	\$0.0380					
Monthly Base Charge		\$ 4,740.00							
Acceptance	Customer Signature:	Title:			Date:				
	X _____	_____			_____				
CBE Acceptance:	Title:			Date:					
X _____	_____			_____					
SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED AND CONFIRMS YOU HAVE READ AND UNDERSTAND THE MAINTENANCE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT									

Exhibit “B”

Equipment Lease Agreement with
CBE

(Attached)

Equipment Lease Agreement # _____

EQUIPMENT			
Equipment MFG Model & Description	Serial Number	Fax	Accessories
One (1) Canon C256iF	tbd		
Sixteen (16) Canon C5535i	tbd		Paper feed, Stapler, Punch, Fax
Fifteen (15) Canon C5540i	tbd		Paper feed, Stapler, Punch, Fax

See attached schedule for additional Equipment / Accessories

Billing Address: 5130 Riverside Drive, Chino, CA 91710
 Equipment Location: See attached list of equipment locations

SUPPLIER	TRANSACTION TERMS
Cell Business Equipment 4 A Mason Street Ste. A Irvine, CA 92618	Purchase Option: <input type="checkbox"/> Make Value: Months 1-3: \$0.00 Months 4-39: \$24,379.51 Lease Payment: \$24,379.51 (plus applicable taxes) Term: 39 (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$N/A (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (noted on first invoice)

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND REPRESENTATIVES ARE NO AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING REASONS OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. PARIES AGREE TO WAIVE ALL RIGHTS TO A JUDICIAL HEARING. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF ERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION FROM EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION. WE WILL ALLOW US TO DENY YOU WE MAY ALSO ASK TO DENY FINANCIAL DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMUNICATIONS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM UNDESIRABLE AND UNEXPECTED SITUATIONS, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONSIDERED NULL AND VOID, WHETHER WRITTEN OR COMPLETED AND EXCLUSIVE AGREEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY.

TERMS AND CONDITIONS

1. COMMENCEMENT OF LEASE Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes in any bill of sale or associated services such as periodic software licenses and prepaid database subscription rights, such in any bill of sale shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreements ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. You signed a purchase order or similar agreement or the purchase of the Equipment by signing this Lease you assign to us all of your rights but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs of the Equipment shall remain the property of the Equipment under this Lease.

2. LEASE PAYMENTS You agree to remit to us the Lease Payments and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietors) direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payments in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agents as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we incur on your behalf. A your request, Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by no more than 15% to reflect any reclassification of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS You intend to remit to us all Lease Payments and other payments for the full Term. Funds are legally available to you even though you are not granted an appropriation of funds at any time during the Term of the Equipment or of equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you. You pay Lease Payments and other payments due and to become due under this Lease and there is no other legal procedure or available funds by or with which payments can be made to us and the non-appropriation did not result from an act or omission by you. You shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate his Lease on the last day of the fiscal period or which appropriations were received without penalty or expense to you except as to the portion of the Lease Payments or which funds shall have been appropriated and budgeted. A lease term of (30) days prior to the end of your fiscal period your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period (b) such non-appropriation did not result from any act or failure to act by you and (c) you have exhausted all funds legally available to pay Lease Payments. You terminate his Lease because of a non-appropriation of funds you may not purchase lease or rent during the subsequent fiscal period equipment performing the same functions as or functions taking the place of those performed by the Equipment provided however that these restrictions shall not be applicable to or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate his Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application or which the Equipment is intended.

3. LEASE CHARGES You agree to (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment; and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses or which you are obligated under this Lease (including through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes and you agree that our discretion to either (1) reimburse us for all personal property and other similar taxes and government charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimated or the pro-rated equivalent of such taxes and government charges, not even though the Billing Period

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
Cell Business Equipment By X _____ Name _____ Title _____ Date _____	Chino Valley Unified School District (Lessee Full Legal Name) By X _____ Name _____ Title _____ Date _____ Fede Tax ID _____

June 18, 2020
 Page 142

sums includes a separately stated estimate of personal property and other similar assets you acknowledge and agree that such amount represents our estimate of such assets that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of each unit of Equipment, you agree to pay us a "Tax Administrative Fee" not to exceed 10% of the original asset cost per year during the Term not to exceed the maximum permitted by applicable law. The Tax Administrative Fee at our sole discretion may be increased by an amount not exceeding 10% hereof or each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you will take and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments of a liability) plus reasonable processing fees. Required endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 or any check which is returned by the bank or any reason (not to exceed the maximum amount permitted by law).

4. LATE FEES/CHARGES. For any payment which is not received within three (3) days of its due date you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. OWNERSHIP, USE, MAINTENANCE AND REPAIR. We own the Equipment and you have the right to use the Equipment under the terms of this Lease. This Lease is deemed to be a secured transaction you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without our prior approval. You agree to (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty certification and standard of service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. INDEMNITY. You are responsible for all losses, damages, claims, ringers, claims, injuries and attorneys' fees and costs, including without limitation those incurred in connection with responding to subpoenas, third party or otherwise ("Claims") incurred or asserted by any person in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims although we reserve the right to control the defense and to select or approve defense counsel. This indemnity covers you in and beyond the term of this Lease or acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for US federal income tax purposes and will be entitled to certain US federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any US federal income tax benefits resulting from the failure of any assumption in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. Notwithstanding the above, we may increase the Lease Payments and other amounts due to us if any such adverse event occurs.

7. LOSS OR DAMAGE. Any item of Equipment is lost, stolen or damaged you will, at your option and cost, either (a) repair, replace or restore the item with a comparable item reasonably acceptable to us or (b) pay us the sum of (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges or the depreciated value of the Equipment (discussed in the Schedule A hereof) 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the depreciated value of the Equipment. We will then reimburse you for all our reasonable and inures in the depreciated value of the Equipment AS-S AND WHERE-S WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder as applicable in this Lease. "Fair Market Value" of the Equipment means its fair market value at the end of the Term assuming good order and condition (except for ordinary wear and tear from normal use) as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. INSURANCE. You agree to carry out (a) keep the Equipment insured against all risks of physical loss or damage, or its full replacement value, naming us as loss payee; and (b) maintain public liability insurance covering personal injury and Equipment damage or no less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us. We must provide us with no less than 15 days prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You do not provide acceptable insurance we have the right but no obligation to obtain insurance covering our interests (and only our interests) in the Equipment or the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. Notwithstanding the above, you will be required to pay us an additional amount each Billing Period or the cost of such insurance and an administrative fee the cost of which insurance and administrative fee may be more than the cost of obtaining your own insurance and on which we may make a profit.

9. DEFAULT. You will be in default under this Lease if (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) you represent a unit made by you is false or misleading in any material respect; (d) you become insolvent or dissolved, merge, reorganize or a material portion of your ownership interest or assets stop doing business or assign rights or property or the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. REMEDIES. You default, we may do one or more of the following: (a) recover from you AS-LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreement between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11 or take possession of the Equipment in which case we shall not be held responsible for any losses, direct or indirect, arising out of or by reason of the presence and/or use of any and all property in our possession residing on or within the Equipment, and to lease or sell the Equipment or any portion hereof and to apply the proceeds, less reasonable selling and administrative expenses, to the amount due hereunder; (d) charge you in interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month but in no event more than the legal maximum rate; and (e) charge you or expenses incurred in connection with the enforcement of our remedies including without limitation repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative and in addition to any other remedies provided for by law and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any of our rights or our right.

11. END OF TERM OPTIONS: RETURN OF EQUIPMENT. At the end of the Term and upon 30 days prior written notice to you, you shall either (a) return all of the Equipment or (b) purchase all but no less than all of the Equipment AS-S AND WHERE-S WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, or the Fair Market Value plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month to month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, wherever we indicate in the connection at United States with all manuals and logs in good order and condition (except for ordinary wear and tear from normal use) packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or damages incurred in shipping and handling.

12. ASSIGNMENT. You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you, (a) assign all or any portion of this Lease or our interests in the Equipment; and (b) release in our name we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. We do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us.

13. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that (a) you are herein indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements enforceable with their terms and the person(s) signing the Documents have the authority to do so; and (d) you are acting within the full authority of your governing body and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you or your authorized agent; (e) you intend to use the Equipment or the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitute a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease (i) constitutes the entire agreement between the parties with respect to the subject matter hereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including without limitation any request or proposal and responses) hereto and other related documents (together, the "Bid Documents") and other representations, express or implied ("Prior Understandings") and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent or our assignee to (a) obtain credit reports and make credit inquiries; (b) furnish your information including credit application, payment history and account information, credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including without limitation the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare sign on your behalf (if applicable) and file electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments hereof or continuation hereof relating to the Equipment and continuing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. A court finds any provision of this Lease to be unenforceable, all other terms shall remain enforceable and enforceable. You authorize us to insert or correct missing information in this Lease including your proper legal name, serial numbers and any other information describing the Equipment. You so request and we permit the early termination of this Lease, you agree to pay a fee or such privilege. **HE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIMS WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. We received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. ELECTRONIC TRANSMISSION OF DOCUMENTS. This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute the original agreement and shall constitute the original agreement or all purposes including without limitation (i) any hearing, trial or proceeding with respect to this Lease and (ii) any determination as to which version of this Lease constitutes the single true original instrument. You sign and transmit this Lease to us by facsimile or other electronic transmission. The transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us when attached to the facsimile or other electronic copy signed by you shall constitute the original agreement or all purposes. The parties hereto agree that for purposes of executing this Lease and subject to our prior approval and at our sole discretion (a) a document signed and transmitted by facsimile or other electronic transmission shall be read as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart hereto containing original signature; and (d) a request you who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used or that any signature of a party to this Lease

Addendum to Agreement for application # 1616172

WHEREAS, Cell Business Equipment and Chino Valley Unified School District ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Cell SLG 200(c) FMV mtm (mod) 10/13) are changed as follows:

2. **LEASE PAYMENTS:** Paragraph 2 is amended by deleting the last sentence in its entirety.

Customer agrees that Cell Business Equipment may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY Cell Business Equipment.

<p>Cell Business Equipment</p> <p>By: _____ Title: _____ Date: _____</p>	<p>Chino Valley Unified School District</p> <p>By: _____ Printed Name: _____ Title: _____</p>
	<p>By: _____ Printed Name: _____ Title: _____</p>



SCHEDULE "A"

Lease / Agreement # _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
Sixteen (16) Canon C5550i	tbd	Hi Cap Feed, Stapler, Punch, Fax
Three (3) Canon C5560i	tbd	Hi Cap Feed, Stapler, Punch, Fax
One (1) Canon 525iF	tbd	Fax
Six (6) Canon 4535i	tbd	Paper Feed, Stapler, Punch, Fax
Nine (9) Canon 4545i	tbd	Paper Feed, Stapler, Punch, Fax
Six (6) Canon 4551i	tbd	Paper Feed, Stapler, Punch, Fax
Twenty seven (27) Canon 6555i	tbd	Stapler, Punch
Ten (10) Canon 6565i	tbd	Stapler, Punch
Three (3) Canon 6575i	tbd	Stapler, Punch
Four (4) Canon 8595i	tbd	Stapler, Punch

LESSEE / CUSTOMER ("You")

By: X _____
Signature of Authorized Signer

Name: Anna G Hamilton _____
Please Print

Title: Purchasing Director _____

Date: _____
Date of Signature

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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

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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
CC2020-30	District Wide First Responders Building Identification Sign Installation	Nextgen Construction, Inc.	\$36,080.00	N/A	\$36,080.00	25
CC2020-32	Hidden Trails ES Playground Drainage Improvement	R. Jensen Co., Inc.	\$39,520.00	\$3,327.67	\$42,847.67	25
CC2020-33	Chino HS Pool Vertical Split Case Pump Repair	Horizon Mechanical Contractors of California	\$24,795.06	N/A	\$24,795.06	01
CC2020-35	Marshall ES MPR Floor Renovation	Rite-Way Flooring, Inc.	\$14,988.00	N/A	\$14,988.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from Alex Rivera, Project Manager; 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

\$39,783.06 to General Fund 01.

\$78,927.67 to Tax A Fund 25.

NE:GJS:pw



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

Date: 5/29/2020 BID/ CUPCAA #: CC2020-32 Change Order #: CO1
Project Title: Hidden Trails Elementary School Playground Drainage Improvement
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: N/A
Architect: N/A Contractor: R. Jensen Co. 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: Relocate 4 irrigation valves away from gutter location.
Reason: Valves where buried and in the way of new gutter
Document Ref: Time & Material Invoice
Requested by: District
Change in Contract Sum: \$3,327.67
Time Extension: 2 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:

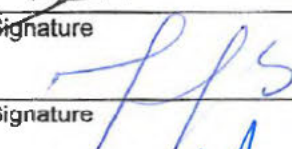
ITEM NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was:	\$39,520.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	\$3,327.67
The new contract amount including this change order will be:	\$42,847.67

The original contract completion date:	5/11/2020
The contract time will be increased/decreased by days:	2 days
The date of completion as a result of this Change Order is:	5/13/2020

APPROVED BY:

NA	Signature	Date
DSA Inspector of Record (if applicable)		
N/A	Signature	Date
Architect / Engineer (if applicable)		6/1/2020
R. Jensen Co. Inc.	Signature	Date
Construction/Project Manager		
N/A	Signature	Date
Authorized Department Head (if applicable)		
N/A	Signature	Date
Director, Technology (if applicable)		6-2-2020
Alex Rivera	Signature	Date
CVUSD Construction Coordinator /Project Manager		6/2/20
Martin Silveira	Signature	Date
Director, Maintenance, Operations & Construction (if applicable)		
N/A	Signature	Date
Director, Planning (if applicable)		6/2/20
Greg Stachura	Signature	Date
Owner (Authorized Agent)		

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 19-20-32F, CHINO HS RECONSTRUCTION PHASE II

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BACKGROUND

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bid 19-20-32F, Chino HS Reconstruction Phase II was published in the Inland Valley Daily Bulletin on February 20, 2020, and February 27, 2020. Bids were submitted at 1:00 p.m. on May 20, 2020. The results are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
#1 – Survey, Demolition, Earthwork, and Grading	10	Crew, Inc.	\$4,788,500.00
#2 – Structural Concrete	8	Bogh Engineering	\$3,757,888.00
#4 – Masonry	4	GBC Concrete & Masonry Construction, Inc.	\$6,686,140.00
#5 – Structural Steel, Misc. Metals and Metal Decking	5	VSC Inc. dba Vulcan Steel Company	\$6,182,602.00
#6 Insulation, Drywall, Metal Framing, and Plaster	3	Sierra Lathing Company, Inc.	\$5,643,099.00
#7 Waterproofing and Membrane Roofing	7	A Preman Roofing, Inc.	\$1,984,965.00
#8 Sheet Metal and Metal Panels	5	Best Contracting Services, Inc.	\$5,140,500.00
#9 Doors, Frames, and Hardware	5	Star Hardware	\$649,500.00
#10 Curtain Wall, Glass, and Glazing	5	McKernan, Inc.	\$1,320,000.00

Bid Package	# of Bids Received	Low Bidder	Bid Amount
#11 Tile	4	Continental Marble & Tile Co.	\$628,719.00
#12 Acoustical Ceilings and Treatments	3	Southcoast Acoustical Interiors, Inc.	\$900,625.00
#14 Painting	6	D&M Painting	\$949,000.00
#15 Specialties	4	Bogh Engineering	\$4,122,000.00
#16 Laboratory Casework and Finish Carpentry	2	K & Z Cabinets Co. Inc.	\$618,190.00
#17 Automatic Fire Sprinklers	5	JG Tate Fire Protection Systems, Inc.	\$856,789.00
#18 Plumbing	5	JPI Development Group, Inc.	\$1,832,000.00
#19 Site Utilities	6	Fischer, Inc.	\$1,668,000.00
#20 HVAC	9	Alpha Mechanical, Inc.	\$2,379,000.00
#21 Electrical, Fire Alarm, and Low Voltage	5	Southern California West Coast Electric, Inc.	\$7,950,000.00
#22 Food Service Equipment	3	Kitcor Corporation	\$1,206,000.00
#23 Landscaping	5	Conserve LandCare	\$2,060,100.00
#24 Fencing	3	Econo Fence, Inc.	\$1,964,280.00
#25 Theater Rigging and Theater Specialties	2	RVH Constructors, Inc.	\$1,291,000.00

The basic scope of work for this project includes: construction of buildings G, H, and J; new auditorium/theater/musical arts/multi-purpose/kitchen buildings; new gymnasium/locker room/PE classroom building; new hardscape, fire lanes, basketball courts, access upgrades and path of travel; two new softball fields, soccer fields, and new field concession stand building.

Two contractors submitted identical bids for Bid package #14, Painting. Per Public Contract Code 20117 on June 2, 2020, at 1:00 pm, Greg Stachura, Assistant Superintendent, conducted a coin flip via Zoom to determine who would be awarded the bid. A representative of both contractors participated in the Zoom meeting, as did two additional District representatives, Anna Hamilton, Director, Purchasing and Beverly Beemer, Director, Planning. Because D&M Painting submitted their bid earlier (12:18 PM), than Borbon, Inc. (12:55 pm), D&M Painting was given the opportunity to call heads or tails for the flip. D&M called heads and the result of the coin flip was heads. Therefore, it is recommended that the contract be awarded to D&M Painting.

The apparent low bidder for Bid Package #17 Fire Protection, Daart Engineering Co, Inc. withdrew its bid due to a clerical error discovered by the contractor after bid opening. Therefore, it is recommended that the bid be awarded to the next low bidder JG Tate Fire Protection Systems, Inc.

The apparent low bidder for Bid Package #22 Food Service Equipment, JF Duncan Industries, Inc., was considered non-responsive for not being pre-qualified to bid as a prime trade contractor. Therefore, it is recommended that the bid be awarded to the next low bidder, Kitcor Corporation.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-32F, Chino HS Reconstruction Phase II to Crew, Inc.; Bogh Engineering; GBC Concrete & Masonry Construction, Inc.; VSC Incorporated, dba Vulcan Steel Company; Sierra Lathing Company, Inc.; A Preman Roofing, Inc.; Best Contracting Services, Inc.; Star Hardware; McKernan, Inc.; Continental Marble & Tile Co.; Southcoast Acoustical Interiors, Inc.; D&M Painting; K&Z Cabinets Co., Inc.; JG Tate Fire Protection Systems, Inc.; JPI Development Group; Fischer, Inc.; Alpha Mechanical, Inc.; Southern California West Coast Electric, Inc.; Kitcor Corporation; Conserve LandCare; Econo Fence, Inc.; and RVH Constructors, Inc.

FISCAL IMPACT

\$64,578,897.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 19-20-49, DISTRICT WHITE FLEET VEHICLES - DODGE

=====

BACKGROUND

Public Contract Code 20111 requires that contracts for the lease or purchase of equipment, materials, supplies or services, which must be competitively bid if they involve an expenditure of \$92,600.00 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 19-20-49, District White Fleet Vehicles - Dodge was published in the Chino Champion on May 9, 2020, and July 16, 2020. Bids were opened at 10:00 a.m. on May 26, 2020. The results are as follows:

VENDOR	DODGE GRAND CARAVAN – NEW OR USED
MK Smith Chevrolet	\$20,602.04

The basic scope of work for this project includes replacement vehicles for aging transportation vehicles.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 19-20-49, District White Fleet Vehicles - Dodge to MK Smith Chevrolet.

FISCAL IMPACT

\$20,602.04 to General Fund, Fund 01.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 05)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building BP 05 to Tomahawk Builders. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2	Bid Package 05-Wood Framing-Tomahawk Builders	\$20,738.01
	Previously Approved Change Orders:	\$21,706.43
	Bid Amount:	\$1,840,777.00
	Revised Total Project Amount:	\$1,883,221.44

The change order results in a net increase of \$20,738.01 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 18-19-08F, Ayala HS New Science Lab Building (BP 05).

FISCAL IMPACT

\$20,738.01 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. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 4/22/2020 BID #: 18-19-08F CHANGE ORDER: 002

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: _____

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Tomahawk Builders (BP 05)

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:	Wall Revisions at Stairway Gridlines 7/H and 8/C
	Reason:	Request For Information 101 – Stairway Gridlines were built per Structural Drawings at 2x8 walls and Architectural Drawings only allow for a 2x6 wall and finishes. The wall was built per SI.1 and was revised to accommodate the finishes per the RFI response. This work was performed on T&M.
	Document Ref:	Change Order Request No. 003R1
	Requested by:	Tomahawk Builders
	Change in Contract Sum:	\$20,738.01 / ADD
	Time Extension:	0 Calendar days

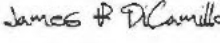

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,840,777.00</u> ↗
Previously approved change order amount(s):	<u>\$21,706.43</u> ↗
The contract amount will be increased/decreased by this Change Order:	<u>\$20,738.01</u> ↗
The new contract amount including this change order will be:	<u>\$1,883,221.44</u> ↗
The original contract completion date:	<u>01/03/20</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: 01/03/20

APPROVED BY:

 SignNow e-signature ID: 019c734f99... 04/30/2020 21:07:13 UTC	John T. Sommers / Presidet	04/30/2020
Contractor (Tomahawk Builders) James P. DiCamillo	Print Name / Title	Date
 SignNow e-signature ID: e4452424e8... 04/30/2020 20:43:57 UTC	Jim Dicamillo / President	04/30/2020
Architect (WLC Architects)	Print Name / Title	Date
 SignNow e-signature ID: b48ddaf635... 04/22/2020 19:42:35 UTC	Ken Burr / DSA Inspector	04/22/2020
DSA Inspector of Record (Knowland Construction Services)	Print Name / Title	Date
 SignNow e-signature ID: b139e4f2c2... 04/22/2020 19:38:49 UTC	Mark Mercado / Project Manager	04/22/2020
Construction/Project Manager (Balfour Beatty)	Print Name / Title	Date
 SignNow e-signature ID: e69488dcc3... 04/23/2020 17:02:26 UTC	James Costa / Construction Coordinator, Maintenance, Operations & Construction	04/23/2020
CVUSD Construction Coordinator	Print Name / Title	Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction	5/21/20
Director, M.O.C.	Print Name / Title	Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	5/28/20
Owner (authorized agent)	Print Name / Title	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 18)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building BP 18 to Emyrean 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
5	Bid Package 18-Plumbing/Site Utilities-Emyrean Plumbing	\$8,896.00
	Previously Approved Change Orders:	\$86,250.00
	Bid Amount:	\$1,544,485.00
	Revised Total Project Amount:	\$1,639,631.00

The change order results in a net increase of \$8,896.00 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.

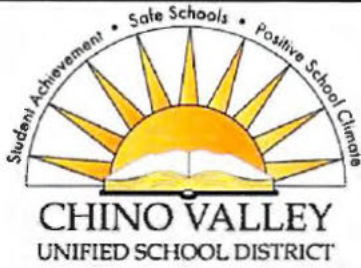
Approval of this item supports the goals identified within the District’s Strategic Plan.

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 18).

FISCAL IMPACT

\$8,896.00 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. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 4/22/2020 BID #: 18-19-08F CHANGE ORDER: 005

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: _____

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Empyrean Plumbing (BP #18)

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 and reinstall plumbing lines to allow the framer to rebuild the Stairway walls to accommodate finishes per Architectural drawings.

Reason: Request For Information 101 – Stairway Gridlines were built per Structural Drawings with 2x8 walls but Architectural Drawings only allow for a 2x6 wall and finishes. The wall was already built per S1.1 at 2x8 with plumbing installed and the plumbing needed to be removed and reinstalled after the wall was built per the RFI response. This work was performed on T&M.

Document Ref: Empyrean Plumbing CO 14

Requested by: WLC Architects

Change in Contract Sum: **\$8,896.00 / ADD**

Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 05 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,544,485.00</u> ↖
Previously approved change order amount(s):	<u>\$86,250.00</u> ↖
The contract amount will be increased/decreased by this Change Order:	<u>\$8,896.00</u> ↖
The new contract amount including this change order will be:	<u>\$1,639,631.00</u> ↖

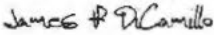
The original contract completion date: 01/03/20
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 01/03/20

APPROVED BY:


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 05/04/2020 15:23:58 UTC

Nicholas Farmer / Project M 05/04/2020

Contractor (Empyrean Plumbing)



Print Name / Title Date

SignNow e-signature ID: fa5594341c...
 04/30/2020 22:23:31 UTC

Jim DiCamillo / President, Architect, AIA LEED AP 04/30/2020

Architect (WLC Architects)



Print Name / Title Date

SignNow e-signature ID: 51ef824e09...
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Ken Burr / DSA Inspector 04/22/2020

DSA Inspector of Record (Knowland Construction Services)

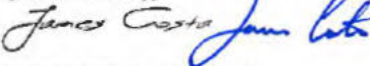


Print Name / Title Date

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 04/22/2020 21:14:03 UTC

Mark Mercado / Project Manager 04/22/2020

Construction/Project Manager (Balfour Beatty)



Print Name / Title Date

SignNow e-signature ID: 592b92861b...
 04/23/2020 16:16:18 UTC



James Costa / Construction Coordinator, Maintenance, Operations & Construction 04/23/2020

CVUSD Construction Coordinator

Print Name / Title Date


 Director, M.O.C.

Martin Silveira / Director of Maintenance, Operations and Construction 5/15/20



 Owner (authorized agent)

Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department 5/21/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 06-01)

=====

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 06-01 to Miller Construction. 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 5	Bid Package 06-01-Rough Carpentry-Miller Construction	\$12,909.00
	Previously Approved Change Orders:	\$77,379.00
	Bid Amount:	\$628,000.00
	Revised Total Project Amount:	\$718,288.00
	Retention Amount:	\$35,914.40

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
Litel ES			
\$440,000.00	\$27,551.00	\$467,551.00	\$23,377.55
Oak Ridge ES			
\$294,000.00	\$14,069.00	\$308,069.00	\$15,403.45

The change order results in a net increase of \$12,909.00 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. All contracted work was completed on April 16, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrators; Frank Sand, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

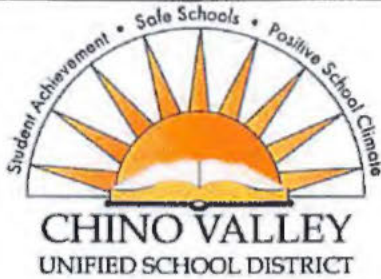
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 06-01).

FISCAL IMPACT

\$12,909.00 to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

FINAL CHANGE ORDER

DATE: 05/05/2020 BID #: 18-19-10F CHANGE ORDER: 005

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: Miller Construction

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

Cattle Elementary School

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

ITEM NO. 1: Description: Wood Backing and Framing Revisions
Reason: Additional wood backing for casework revisions, theatrical lighting revisions, mechanical duct support attachments, additional heat detectors and the reframing for the new projection screen. This includes a credit for hours not utilized throughout the project.
Document Ref: Change Order Request No. C-050 (PCO No. C-202)
Requested by: District
Change in Contract Sum: \$11,473.00 / ADD
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Phase 4 Shear Wall Panel Repairs
Reason: The removal and replacement of the shear wall panel section due to dry rot at the men's restroom in the Administration Building per RFI #067.1 and the replacement of the shear wall panels for backing installation at the new Building D classrooms per RFI #019.
Document Ref: Change Order Request No. C-051 (PCO No. C-236)
Requested by: District
Change in Contract Sum: \$1,436.00 / ADD

Time Extension:0 Calendar days

END OF CHANGE ORDER NO. 005 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$628,000.00	\$77,379.00	\$12,909.00	\$718,288.00
Litel ES	\$440,000.00	\$27,551.00	\$0.00	\$467,551.00
Oak Ridge ES	\$294,000.00	\$14,069.00	\$0.00	\$308,069.00
Total	\$1,362,000.00	\$118,999.00	\$12,909.00	\$1,493,908.00

CONTRACT SUMMARY

The original contract amount was: \$1,362,000.00

Net previous change order amount(s): \$118,999.00

The contract amount will be increased/decreased by this Change Order: \$12,909.00

The new contract amount including this change order will be: \$1,493,908.00

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:



 Miller Construction (Contractor)

Mark Dorf / Vice President

 Print Name / Title

5-5-2020

 Date



 WLC Architects Inc. (Architect)

Jim DiCamillo / President

5.12.20


DSA Inspector of Record (Team Inspections)

Frank Sand / Inspector
Print Name / Title

5-13-2020
Date


Construction Manager (CW Driver)

Hung Truong / Project Manager
Print Name / Title

5-14-2020
Date


CVUSD Construction Coordinator

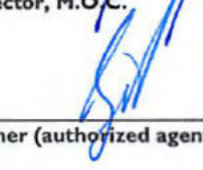
Samuel Sousa / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

5/14/20
Date


Director, M.O.C.

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

5/15/20
Date


Owner (authorized agent)

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

5/21/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 08-01)

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 08-01 to Construction Hardware 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 2	Bid Package 08-01-Doors, Frames & Hardware- Construction Hardware Co.	(\$9,106.00)
	Bid Amount:	\$397,100.00
	Revised Total Project Amount:	\$387,994.00
	Retention Amount:	\$19,399.70

Change Order	Contractor	Amount
Litel ES 2	Bid Package 08-01-Doors, Frames & Hardware- Construction Hardware Co.	(\$893.00)
	Previously Approved Change Orders:	\$2,616.00
	Bid Amount:	\$244,200.00
	Revised Total Project Amount:	\$245,923.00
	Retention Amount:	\$12,296.15

Change Order	Contractor	Amount
Oak Ridge ES 2	Bid Package 08-01-Doors, Frames & Hardware- Construction Hardware Co.	(\$702.00)
	Previously Approved Change Orders:	\$2,616.00
	Bid Amount:	\$267,100.00
	Revised Total Project Amount:	\$269,014.00
	Retention Amount:	\$13,450.70

The change order results in a net decrease of \$10,701.00 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. All contracted work was completed on April 16, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrators; Frank Sand, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 08-01).

FISCAL IMPACT

(\$10,701.00) to Building Fund 21.

NE:GJS:MS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

FINAL CHANGE ORDERDATE: 05/26/2020 BID #: 18-19-10F CHANGE ORDER: 002PROJECT: Cattle, Oak Ridge & Litel Elementary School Modernization Projects -- AlterationsDSA APPLICATION #: See below DSA FILE #: See belowOWNER: Chino Valley Unified School DistrictARCHITECT: WLC Architects, Inc. CONTRACTOR: Construction Hardware 08-01

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:	Door and Hardware Revisions
	Reason:	Existing condition revisions as well as new added hardware were required to accommodate the needs for security and fire life safety (CHC #45921, 46179, 46434, 46362, 46958, 47226, 47229, 47650, 48017, 48023, 48300, 48301, and 48588).
	Document Ref:	Change Order Request No. C-055 (PCO No. C-285)
	Requested by:	District
	Change in Contract Sum:	<\$2,106.00> DEDUCT
	Time Extension:	0 Calendar days
ITEM NO. 2:	Description:	Reconcile Unforeseen Conditions Allowance
	Reason:	Credit unused portion of Cattle Unforeseen Allowance for Bid Package 08-01.
	Document Ref:	Change Order Request No. C-056 (PCO No. C-322)
	Requested by:	District
	Change in Contract Sum:	<\$7,000.00> DEDUCT
	Time Extension:	0 Calendar days

Litel Elementary School

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

ITEM NO. 3: Description: Reconcile Unforeseen Conditions Allowance
 Reason: Credit unused portion of Litel Unforeseen Allowance for Bid Package 08-01.
 Document Ref: Change Order Request No. L-034 (PCO No. L-166)
 Requested by: District
 Change in Contract Sum: <\$893.00> / DEDUCT
 Time Extension: 0 Calendar days

Oak Ridge Elementary School

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

ITEM NO. 4: Description: Reconcile Unforeseen Conditions Allowance
 Reason: Credit unused portion of Oak Ridge Unforeseen Allowance for Bid Package 08-01.
 Document Ref: Change Order Request No. O-033 (PCO No. O-185)
 Requested by: District
 Change in Contract Sum: <\$702.00> / DEDUCT
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

SCHOOL SITE SUMMARY


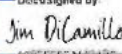
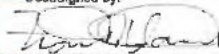
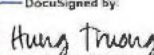

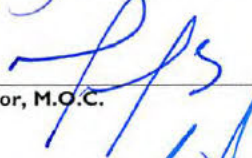

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$397,100.00	\$0.00	<\$9,106.00>	\$387,994.00
Litel ES	\$244,200.00	\$2,616.00	<\$893.00>	\$245,923.00
Oak Ridge ES	\$267,100.00	\$2,616.00	<\$702.00>	\$269,014.00
Total	\$908,400.00	\$5,232.00	<\$10,701.00>	\$902,931.00

CONTRACT SUMMARY

The original contract amount was:	<u>\$908,400.00</u>
Net previous change order amount(s):	<u>\$5,232.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$10,701.00></u>
The new contract amount including this change order will be:	<u>\$902,931.00</u>
The original contract completion date:	<u>04/16/2020</u>
The contract time will be increased/decreased by days:	<u>00</u>
The date of completion as a result of this Change Order is:	<u>04/16/2020</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:

 Construction Hardware (Contractor)	CJ Castillo, ACM Print Name / Title	05/27/2020 Date
 WLC Architects Inc. (Architect)	Jim DiCamillo / President Print Name / Title	5/27/2020 Date
 DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector Print Name / Title	5/28/2020 Date
 Construction Manager (CW Driver)	Hung Truong / Project Manager Print Name / Title	5/27/2020 Date
 CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction Print Name / Title	6/1/20 Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	6/1/20 Date
 Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	6/1/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 09-04)

=====

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 09-04 to Signature Flooring, 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 09-04-Flooring-Signature Flooring, Inc.	\$5,990.00
	Previously Approved Change Orders:	(\$30,247.00)
	Bid Amount:	\$250,000.00
	Revised Total Project Amount:	\$225,743.00
	Retention Amount:	\$11,287.15

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
Litel ES			
\$124,400.00	\$107,993.00	\$232,393.00	\$11,619.65
Oak Ridge ES			
\$124,400.00	\$51,056.00	\$175,456.00	\$8,772.80

The change order results in a net increase of \$5,990.00 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. All contracted work was completed on April 16, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrators; Frank Sand, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

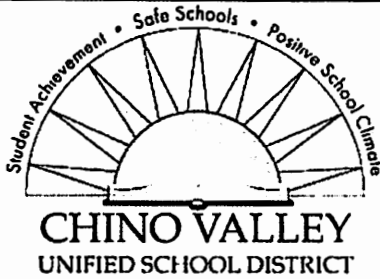
It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 09-04).

FISCAL IMPACT

\$5,990.00 to Building Fund 21.

NE:GJS:MS:pw

6/10/20



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: 05/06/20 BID #: 18-19-10F CHANGE ORDER: 003

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

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

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Signature Flooring, Inc. (BP09-04)

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: Flooring Revisions & Unused Unforeseen Allowance
Reason: Additional floor floating in Building A classroom due to excess floor prep and uneven floors to allow for casework installation, labor credit for LVT installation pursuant to RFI#164.1 to 164.3 and credit for unused portion of unforeseen conditions allowance. (ref: Signature COR #06R1 & 07R1.)
Document Ref: Change Order Request No. C-053 (PCO No. C-211)
Requested by: District
Change in Contract Sum: \$5,990.00 / ADD
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY



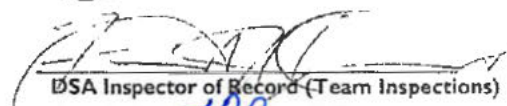



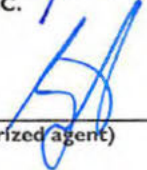
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$250,000.00	(\$30,247.00)	\$5,990.00	\$225,743.00
Litel ES	\$124,400.00	\$107,993.00	\$0.00	\$232,393.00
Oak Ridge ES	\$124,400.00	\$ 51,056.00	\$0.00	\$175,456.00
Total	\$498,800.00	\$128,802.00	\$5,990.00	\$633,592.00

CONTRACT SUMMARY

The original contract amount was:	\$498,800.00	<
Net change by previous Change Order:	\$128,802.00	<
The contract amount will be increased by this Change Order:	\$5,990.00	<
The new contract amount including this change order will be:	\$633,592.00	<
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:

 Signature Flooring, Inc. (Contractor)	Jeffery Grimsley, President <hr/> Print Name / Title	05/15/2020 <hr/> Date
 WLC Architects Inc. (Architect)	Jim DiCamillo / President <hr/> Print Name / Title	5.20.20 <hr/> Date
 DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector <hr/> Print Name / Title	5.20.20 <hr/> Date
 Construction Manager (CW Driver)	Hung Truong / Project Manager <hr/> Print Name / Title	5.21.20 <hr/> Date
 CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction <hr/> Print Name / Title	5/20/20 <hr/> Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction <hr/> Print Name / Title	5/22/20 <hr/> Date
 Owner (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department <hr/> Print Name / Title	5/28/2020 <hr/> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 10-01)

=====

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 10-01 to Bogh Engineering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
Cattle ES 3	Bid Package 10-01-Misc. Specialties -Bogh Engineering, Inc.	(\$2,839.00)
	Previously Approved Change Orders:	\$23,917.00
	Bid Amount:	\$545,000.00
	Revised Total Project Amount:	\$566,078.00
	Retention Amount:	\$28,303.90

Change Order	Contractor	Amount
Litel ES 3	Bid Package 10-01-Misc. Specialties -Bogh Engineering, Inc.	(\$14,469.00)
	Previously Approved Change Orders:	\$12,491.00
	Bid Amount:	\$509,000.00
	Revised Total Project Amount:	\$507,022.00
	Retention Amount:	\$25,351.10

Change Order	Contractor	Amount
Oak Ridge ES 3	Bid Package 10-01-Misc. Specialties -Bogh Engineering, Inc.	(\$5,773.00)
	Previously Approved Change Orders:	\$31,875.00
	Bid Amount:	\$498,000.00
	Revised Total Project Amount:	\$524,102.00
	Retention Amount:	\$26,205.10

The change order results in a net decrease of \$23,081.00 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. All contracted work was completed on April 16, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrators; Frank Sand, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

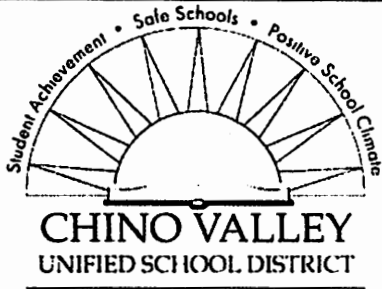
It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 10-01).

FISCAL IMPACT

(\$23,081.00) to Building Fund 21.

NE:GJS:MS:pw

bd 06/82^o



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: 5/06/2020 BID #: 18-19-10F CHANGE ORDER: 003

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

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

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects, Inc. CONTRACTOR: Bogh Engineering, 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:

Litel Elementary School

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

ITEM NO. 1:	Description:	Miscellaneous Scope Deletion
	Reason:	Credit for soap dispenser revision, unused water truck, unused portion of trash dumpster exchanges and unused composite cleanup and general labor hours. (ref: Bogh BCID 9, 10.1 & 11)
	Document Ref:	Change Order Request No. L-033 (PCO No. L-150)
	Requested by:	District
	Change in Contract Sum:	(\$14,469.00) / DEDUCT
	Time Extension:	0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1:	Description:	Miscellaneous Scope Deletion
	Reason:	Credit for soap dispenser revision, unused portion of trash dumpster exchanges and unused composite cleanup and general labor hours. (ref: Bogh BCID 12 & 13.1)
	Document Ref:	Change Order Request No. O-032 (PCO No. O-163)
	Requested by:	District
	Change in Contract Sum:	(\$5,773.00) / DEDUCT
	Time Extension:	0 Calendar days

Cattle Elementary School

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

ITEM NO. 1: Description: Add Tack Panel in the Gallery area of the Administration Building
 Reason: There was no tack panel shown to be installed at the Gallery area of the Administration Building. It was determined to be needed. (ref: Bogh BCID #06.1)
 Document Ref: Change Order Request No. C-030 (PCO No. C-094)
 Requested by: District
 Change in Contract Sum: \$3,372.00 / ADD
 Time Extension: 0 Calendar days

ITEM NO. 2: Description: Reconciled Cattle Unused Unforeseen Conditions
 Reason: Credit the unused portion of the Cattle Unforeseen Conditions Allowance
 Document Ref: Change Order Request No. C-052 (PCO No. C-308)
 Requested by: District
 Change in Contract Sum: (\$6,211.00) / DEDUCT
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

SCHOOL SITE SUMMARY

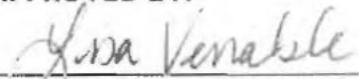



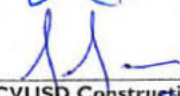
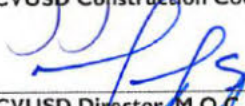
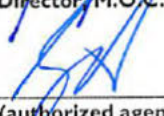
School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$545,000.00	\$23,917.00	(\$ 2,839.00)	\$566,078.00
Litel ES	\$509,000.00	\$12,491.00	(\$14,469.00)	\$507,022.00
Oak Ridge ES	\$498,000.00	\$31,875.00	(\$ 5,773.00)	\$524,102.00
Total	\$1,552,000.00	\$68,283.00	(\$23,081.00)	\$1,597,202.00

CONTRACT SUMMARY

The original contract amount was:	\$1,552,000.00	✓
Net change by previous Change Order:	\$68,283.00	✓
The contract amount will be decreased by this Change Order:	(\$23,081.00)	✓
The new contract amount including this change order will be:	\$1,597,202.00	✓
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:

 Bogn Engineering, Inc. (Contractor)	Lisa Venable / Vice President Print Name / Title	5/18/2020 Date
 WLC Architects Inc. (Architect)	Jim DiCamillo / President Print Name / Title	5.20.20 Date
 DSA Inspector of Record (Team Inspections)	Frank Sand / Inspector Print Name / Title	5.20.20 Date
 Construction Manager (CW Driver)	Hung Truong / Project Manager	5.21.20 Date
 CVUSD Construction Coordinator	Samuel Sousa / Construction Coordinator, Maintenance, Operations & Construction	5/20/20 Date
 CVUSD Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction	5/27/20 Date
 CVUSD (authorized agent)	Greg Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	5/28/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-10F, CATTLE ES, LITEL ES, AND OAK RIDGE ES ALTERATION PROJECT (BP 26-01)

=====

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 26-01 to RDM Electric Co., 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 26-01-Electrical & Low Voltage-RDM Electric Co., Inc.	\$6,303.00
	Bid Amount:	\$3,279,000.00
	Revised Total Project Amount:	\$3,285,303.00
	Retention Amount:	\$164,265.15

Change Order	Contractor	Amount
Litel ES 1	Bid Package 26-01-Electrical & Low Voltage-RDM Electric Co., Inc.	\$10,415.00
	Bid Amount:	\$2,330,000.00
	Revised Total Project Amount:	\$2,340,415.00
	Retention Amount:	\$117,020.75

Change Order	Contractor	Amount
Oak Ridge ES 1	Bid Package 26-01-Electrical & Low Voltage-RDM Electric Co., Inc.	(\$25,031.00)
	Bid Amount:	\$2,267,000.00
	Revised Total Project Amount:	\$2,241,969.00
	Retention Amount:	\$112,098.45

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. All contracted work was completed on April 16, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrators; Frank Sand, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-10F, Cattle ES, Litel ES, and Oak Ridge ES Alteration Project (BP 26-01).

FISCAL IMPACT

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

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

FINAL CHANGE ORDER

DATE: 5/21/20 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: RDM Electric Co. (BP #26-01)

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:	Transfer from Oak Ridge Unused Unforeseen Allowance
	Reason:	Transfer unused unforeseen conditions allowance from Oak Ridge ES to Cattle ES.
	Document Ref:	Change Order Request No. C-054 (PCO No. C-322)
	Requested by:	District
	Change in Contract Sum:	\$6,303.00 / ADD
	Time Extension:	0 Calendar days

Litel Elementary School

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

ITEM NO. 1:	Description:	Transfer from Oak Ridge Unused Unforeseen Allowance
	Reason:	Transfer unused unforeseen conditions allowance from Oak Ridge ES to Litel ES.
	Document Ref:	Change Order Request No. L-169 (PCO No. L-035)
	Requested by:	District
	Change in Contract Sum:	\$10,415.00 / ADD
	Time Extension:	0 Calendar days

Oak Ridge Elementary School

DSA Application # A04-117034 / DSA File #36-11

ITEM NO. 1: Description: Transfer to Cattle Unused Unforeseen Allowance
 Reason: Transfer unused unforeseen conditions allowance from Oak Ridge ES to Cattle ES.
 Document Ref: Change Order Request No. O-034 (PCO No. O-187)
 Requested by: District
 Change in Contract Sum: <\$6,303.00> / DEDUCT
 Time Extension: 0 Calendar days

ITEM NO. 2: Description: Transfer to Litel Unused Unforeseen Allowance
 Reason: Transfer unused unforeseen conditions allowance from Oak Ridge ES to Litel ES.
 Document Ref: Change Order Request No. O-035 (PCO No. O-188)
 Requested by: District
 Change in Contract Sum: <\$10,415.00> / DEDUCT
 Time Extension: 0 Calendar days

ITEM NO. 3: Description: Reconcile Unused Unforeseen Conditions Allowance
 Reason: Credit unused portion of the Unforeseen Conditions Allowance.
 Document Ref: Change Order Request No. O-036 (PCO No. O-186)
 Requested by: District
 Change in Contract Sum: <\$8,313.00> / 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	\$3,279,000.00	\$0.00	\$6,303.00	\$3,285,303.00
Litel ES	\$2,330,000.00	\$0.00	\$10,415.00	\$2,340,415.00
Oak Ridge ES	\$2,267,000.00	\$0.00	(\$25,031.00)	\$2,241,969.00
Total	\$7,876,000.00	\$0.00	(\$8,313.00)	\$7,867,687.00

CONTRACT SUMMARY

The original contract amount was:	\$7,876,000.00
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:	\$7,867,687.00
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:

DocuSigned by:

 Date: 2020.05.27 06:39:47-07'00"
Joey Sargent
 RDM Electric Co. (Contractor)

Joey Sargent / Project Manager
 Print Name / Title
 5/27/2020
 Date

DocuSigned by:

Jim DiCamillo
 WLC Architects Inc. (Architect)

Jim DiCamillo / President
 Print Name / Title
 5/27/2020
 Date

DocuSigned by:

Frank Sand
 DSA Inspector of Record (Team Inspections)

Frank Sand / Inspector
 Print Name / Title
 5/28/2020
 Date

DocuSigned by:

Hung Truong
 Construction Manager (CW Driver)

Hung Truong / Project Manager
 Print Name / Title
 5/27/2020
 Date


CVUSD Construction Coordinator

Samuel Sousa / Construction Coordinator,
 Maintenance, Operations & Construction
 Print Name / Title
 6/1/20
 Date


Director, M.O.C.

Martin Silveira / Director of Maintenance,
 Operations and Construction
 Print Name / Title
 6/1/20
 Date


Owner (authorized agent)

Greg Stachura / Assistant Superintendent, Facilities,
 Planning & Operations Department
 Print Name / Title
 6/1/20
 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-15F, CHINO HILLS HS SAFETY AND SECURITY KEYLESS ACCESS, SECURITY CAMERAS, AND INTRUSION ALARM

=====

BACKGROUND

On January 17, 2019, the Board of Education awarded Bid 18-19-15F, Chino Hills HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm to Champion Electric, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Champion Electric, Inc.	(\$101,156.00)
	Bid Amount:	\$1,937,000.00
	Revised Total Project Amount:	\$1,835,844.00
	Retention Amount:	\$91,792.20

The change order results in a net decrease of \$101,156.00 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. All contracted work was completed on May 8, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrator; Jim DiCamillo, Architect/Engineer; Kevin Shearer, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

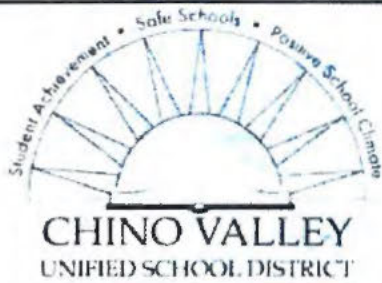
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-15F, Chino Hills HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm.

FISCAL IMPACT

(\$101,156.00) to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT
 Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

FINAL CHANGE ORDER

DATE: 5/8/2020 BID #: 18-19-15F CHANGE ORDER: #1

PROJECT: Chino Hills HS Safety & Security

DSA APPLICATION #: N/A DSA FILE #: N/A

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Champion Electric, 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:





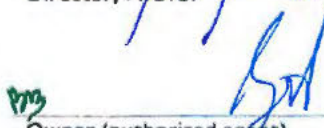
ITEM NO. 1:	Description:	Deductive Change Order
	Reason:	Reduction in scope for work brought project in under cost.
	Document Ref:	Chino Hills HS Safety & Security CO Work Sheet
	Requested by:	District
	Change in Contract Sum:	-\$101,156.00
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 1 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,937,000.00</u>
Previously approved change order amount(s):	<u>N/A</u>
The contract amount will be increased/decreased by this Change Order:	<u>-\$101,156.00</u>
The new contract amount including this change order will be:	<u>\$1,835,844.00</u>
The original contract completion date:	<u>N/A</u>
The contract time will be increased/decreased by days:	<u>N/A</u>
The date of completion as a result of this Change Order is:	<u>N/A</u>

APPROVED BY:

 Contractor	Kevin Shearer / Champion Electric, INC. Print Name / Title	5/14/2020 Date
 Architect	Jim DiCamillo / WLC Architects Print Name / Title	5/14/20 Date
N/A DSA Inspector of Record	Print Name / Title	Date
N/A Construction/Project Manager	Print Name / Title	Date
 CVUSD Construction Coordinator	Sam Sousa / Maintenance Operations and Construction Print Name / Title	5/14/20 Date
 Director, M.O.C.	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	5/18/20 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/21/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 18-19-16F, DON LUGO HS SAFETY AND SECURITY KEYLESS ACCESS, SECURITY CAMERAS, AND INTRUSION ALARM

=====

BACKGROUND

On January 17, 2019, the Board of Education awarded Bid 18-19-16F, Don Lugo HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm to Champion Electric, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Champion Electric, Inc.	(\$102,598.00)
	Bid Amount:	\$1,937,000.00
	Revised Total Project Amount:	\$1,834,402.00
	Retention Amount:	\$91,720.10

The change order results in a net decrease of \$102,598.00 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. All contracted work was completed on May 8, 2020.

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from: school site administrator; Jim DiCamillo, Architect/Engineer; Kevin Shearer, Construction/Project Manager; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 18-19-16F, Don Lugo HS Safety and Security Keyless Access, Security Cameras, and Intrusion Alarm.

FISCAL IMPACT

(\$102,598.00) to Building Fund 21.

NE:GJS:MS:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

FINAL CHANGE ORDER

DATE: 5/8/2020 BID #: 18-19-16F CHANGE ORDER: #1

PROJECT: Don Lugo HS Safety & Security

DSA APPLICATION #: N/A DSA FILE #: N/A

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Champion Electric, 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:


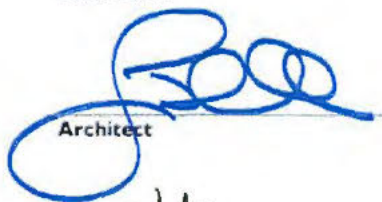



ITEM NO. 1:	Description:	Deductive Change Order
	Reason:	Reduction in scope for work brought project in under cost.
	Document Ref:	Don Lugo HS Safety & Security CO Work Sheet
	Requested by:	District
	Change in Contract Sum:	-\$102,598.00
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 1 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,937,000.00</u>
Previously approved change order amount(s):	<u>N/A</u>
The contract amount will be increased/decreased by this Change Order:	<u>-\$102,598.00</u>
The new contract amount including this change order will be:	<u>\$1,834,402.00</u>
The original contract completion date:	<u>N/A</u>
The contract time will be increased/decreased by days:	<u>N/A</u>
The date of completion as a result of this Change Order is:	<u>N/A</u>

APPROVED BY:

 Contractor	Kevin Shearer / Champion Electric, Inc. Print Name / Title	5/14/2020 Date
 Architect	Jim DiCamillo / WLC Architects Print Name / Title	5/14/20 Date
N/A DSA Inspector of Record	Print Name / Title	Date
N/A Construction/Project Manager	Print Name / Title	Date
 CVUSD Construction Coordinator	Sam Sousa / Maintenance, Operations and Construction Print Name / Title	5/14/20 Date
 Director, M.O.C	Martin Silveira / Director of Maintenance, Operations and Construction Print Name / Title	5/18/20 Date
 Owner (authorized agent)	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department Print Name / Title	5/21/20 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-05F, DISTRICT WIDE ASPHALT REPAIRS (AYALA HS FEEDER GROUP)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-05F, District Wide Asphalt Repairs (Ayala HS Feeder Group) to Premier Paving, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Premier Paving, Inc.	(\$29,300.00)
	Bid Amount:	\$189,000.00
	Revised Total Project Amount:	\$159,700.00
	Retention Amount:	\$7,985.00

The change order results in a net decrease of \$29,300.00 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. All contracted work was completed on April 1, 2020.

Documentation indicating satisfactory completion and compliance with specification has been obtained from Premier Paving, Inc., Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Ayala HS Feeder Group).

FISCAL IMPACT

(\$29,300.00) to Deferred Maintenance Fund 14.

NE:GJS:MS:pw



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

12-3

Date: May 29, 2020 BID/ CUPCAA #: 19-20-05F Change Order #: 01
Project Title: District Wide Asphalt Repairs – Ayala HS Feeder Group
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: Premier Paving 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 Litel ES asphalt repairs
Reason: Site was removed from scope of work for this project.
Document Ref:
Requested by: Chino Valley USD
Change in Contract Sum: <\$16,900.00>
Time Extension: 0 days
- ITEM NO. 2: Description: Deductive change order for remaining allowance.
Reason: Deductive change order to credit back unused allowance.
Document Ref:
Requested by: Chino Valley USD
Change in Contract Sum: <\$12,400.00>
Time Extension: 0 days
- ITEM NO. 3: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:
- ITEM NO. 4: 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: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-05F, DISTRICT WIDE ASPHALT REPAIRS (CHINO HILLS HS FEEDER GROUP)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-05F, District Wide Asphalt Repairs (Chino Hills HS Feeder Group) to Premier Paving, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Premier Paving, Inc.	(\$38,900.00)
	Bid Amount:	\$310,800.00
	Revised Total Project Amount:	\$271,900.00
	Retention Amount:	\$13,595.00

The change order results in a net decrease of \$38,900.00 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. All contracted work was completed on May 5, 2020.

Documentation indicating satisfactory completion and compliance with specification has been obtained from Premier Paving, Inc., Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Chino Hills HS Feeder Group).

FISCAL IMPACT

(\$38,900.00) to Deferred Maintenance Fund 14.

NE:GJS:MS:pw



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

Date: May 29, 2020 BID/ CUPCAA #: 19-20-05F Change Order #: 01
Project Title: District Wide Asphalt Repairs – Chino Hills HS Feeder Group
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: Premier Paving 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 Oak Ridge ES asphalt repairs
Reason: Site was removed from scope of work for this project.
Document Ref:
Requested by: Chino Valley USD
Change in Contract Sum: <\$18,900.00>
Time Extension: 0 days
- ITEM NO. 2: Description: Deductive change order for remaining allowance.
Reason: Deductive change order to credit back unused allowance.
Document Ref:
Requested by: Chino Valley USD
Change in Contract Sum: <\$20,000.00>
Time Extension: 0 days
- ITEM NO. 3: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:
- ITEM NO. 4: 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: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Martin Silveira, Director, Maintenance, Operations, and Construction
SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-05F, DISTRICT WIDE ASPHALT REPAIRS (DON LUGO HS FEEDER GROUP)

=====

BACKGROUND

On July 18, 2019, the Board of Education awarded Bid 19-20-05F, District Wide Asphalt Repairs (Don Lugo HS Feeder Group) to Premier Paving, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Premier Paving, Inc.	(\$50.00)
	Bid Amount:	\$233,800.00
	Revised Total Project Amount:	\$233,750.00
	Retention Amount:	\$11,687.50

The change order results in a net decrease of \$50.00 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. All contracted work was completed on February 7, 2020.

Documentation indicating satisfactory completion and compliance with specification has been obtained from Premier Paving, Inc., Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-05F, District Wide Asphalt Repairs (Don Lugo HS Feeder Group).

FISCAL IMPACT

(\$50.00) to Deferred Maintenance Fund 14.

NE:GJS:MS:pw



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

Date: May 29, 2020 BID/ CUPCAA #: 19-20-05F Change Order #: 01
Project Title: District Wide Asphalt Repairs – Don Lugo HS Feeder Group
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: Premier Paving 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: Deductive change order for remaining allowance.
Reason: Deductive change order to credit back unused allowance.
Document Ref:
Requested by: Chino Valley USD
Change in Contract Sum: <\$50.00>
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:

ITEM NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was:	\$233,800.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased/decreased by this Change Order:	<\$50.00>
The new contract amount including this change order will be:	\$233,750.00

The original contract completion date:	2/17/2020
The contract time will be increased/decreased by days:	0
The date of completion as a result of this Change Order is:	2/17/2020

APPROVED BY:

NA	Signature	Date
DSA Inspector of Record (if applicable)		
NA	Signature	Date
Architect / Engineer (if applicable)		6-1-20
Premier Paving Inc	Signature	Date
Construction/Project Manager		
NA	Signature	Date
Authorized Department Head (if applicable)		
NA	Signature	Date
Director, Technology (if applicable)		6-1-2020
Alex Rivera	Signature	Date
CVUSD Construction Coordinator /Project Manager		6/1/20
Martin Silveira	Signature	Date
Director, Maintenance, Operations & Construction (if applicable)		6/1/20
Director, Planning (if applicable)	Signature	Date
Greg Stachura	Signature	Date
Owner (Authorized Agent)		

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 AND NOTICE OF COMPLETION FOR
BID 19-20-08F, MAGNOLIA JHS, RAMONA JHS, AND
WOODCREST JHS SAFETY AND SECURITY**

=====

BACKGROUND

On September 5, 2019, the Board of Education awarded Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security to RIS Electrical 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
Magnolia JHS 1	RIS Electrical Contractors	(\$40,915.00)
	Bid Amount:	\$907,000.00
	Revised Total Project Amount:	\$866,085.00
	Retention Amount:	\$43,304.25

Change Order	Contractor	Amount
Ramona JHS 1	RIS Electrical Contractors	(\$48,969.00)
	Bid Amount:	\$837,000.00
	Revised Total Project Amount:	\$788,031.00
	Retention Amount:	\$39,401.55

Change Order	Contractor	Amount
Woodcrest JHS 1	RIS Electrical Contractors	(\$45,537.00)
	Bid Amount:	\$783,000.00
	Revised Total Project Amount:	\$737,463.00
	Retention Amount:	\$36,873.15

The change order results in a net decrease of \$135,421.00 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. All contracted work was completed on May 11, 2020.

Documentation indicating satisfactory completion and compliance with specification has been obtained from: school site administrators; Mike Finnigan, Construction/Project Manager; Jim DiCamillo, Architect/Engineer; Sam Sousa, Construction Coordinator; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-08F, Magnolia JHS, Ramona JHS, and Woodcrest JHS Safety and Security.

FISCAL IMPACT

(\$135,421.00) 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. 1200 Fax: 909.548.6034

FINAL CHANGE ORDER

DATE: 5/11/2020 BID #: 19-20-08F CHANGE ORDER: #1

PROJECT: Magnolia JHS, Ramona JHS & Woodcrest JHS Safety and Security

DSA APPLICATION #: N/A DSA FILE #: N/A

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: RIS Electrical Contractors

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:	Deductive Change Order
	Reason:	Unused Allocated Allowance
	Document Ref:	Magnolia JHS, Ramona JHS, & Woodcrest JHS Safety and Security CO Work Sheet
	Requested by:	District
	Change in Contract Sum:	-\$135,421.00
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 1 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Magnolia JHS	\$907,000.00	\$0	-\$40,915.00	\$866,085.00

Change Order No. 1

Page 1 of 2

Ramona JHS	\$837,000.00	\$0	-\$48,969.00	\$788,031.00
Woodcrest JHS	\$783,000.00	\$0	-\$45,537.00	\$737,463.00
Total	\$2,527,000.00	\$0	-\$135,421.00	\$2,391,579.00

CONTRACT SUMMARY

The original contract amount was: \$2,527,000.00

Previously approved change order amount(s): N/A

The contract amount will be increased/decreased by this Change Order: -\$135,421.00

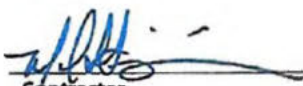
The new contract amount including this change order will be: \$2,391,579.00


The original contract completion date: N/A

The contract time will be increased/decreased by days: N/A

The date of completion as a result of this Change Order is: N/A

APPROVED BY:



 Contractor Mike Finnigan / RIS Electrical 5/19/20
 Print Name / Title Date


 Architect Jim DiCamillo / WLC Architects 5/19/20
 Print Name / Title Date

 DSA Inspector of Record Print Name / Title Date

 Construction/Project Manager Print Name / Title Date

 Change Order No. 1 Sam Sousa / Maintenance Operations and
 Page 2 of 2


CVUSD Construction Coordinator

Construction

Print Name / Title

5/17/20

Date


Director, M.O.C.

Martin Silveira / Director of Maintenance,
Operations and Construction

Print Name / Title

5/19/20

Date


Owner (authorized agent)

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

Print Name / Title

5/21/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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 19-20-38I, CAL AERO K-8 PLANTER INFILL PROJECT

=====

BACKGROUND

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

On March 19, 2020, the Board of Education awarded CUPCCAA Bid 19-20-38I, Cal Aero K-8 Planter Infill Project to Nextgen Construction, Inc. All contracted work was completed on May 7, 2020. Contract summary is provided below.

CUPCCAA Bid	Project Description	Contractor	Total Contract	Change Order	Total	5% Retention Amount	Funding Source
19-20-38I	Cal Aero K-8 Planter Infill Project	Nextgen Construction, Inc.	\$50,600.00	\$2,300.00	\$52,900.00	\$2,645.00	25

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for CUPCCAA Bid 19-20-38I, Cal Aero K-8 Planter Infill Project.

FISCAL IMPACT

\$2,300.00 to Capital Facilities Fund 25.

NE:GJS:MS:pw



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

CHANGE ORDER

Date: 5/12/2020 BID/ CUPCCAA #: 19-20-38I Change Order #: 01
Project Title: Cal Aero Preserve Academy Planter Infill Project
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA 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: Demo and remove underground concrete found in dirt area. Demo and remove concrete as needed to grade area for work. Haul all debris to the landfill.
Reason: Buried curb had to be removed for new concrete slab.
Document Ref: Estimate No. 20-1025
Requested by: Chino Valley Unified School District
Change in Contract Sum: \$2,300.00
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:

ITEM NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was:	\$50,600.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased /decreased by this Change Order:	\$2,300.00
The new contract amount including this change order will be:	\$52,900.00

The original contract completion date:	5/7/2020
The contract time will be increased/decreased by days:	0
The date of completion as a result of this Change Order is:	5/7/2020

APPROVED BY:

NA	Signature	Date
DSA Inspector of Record (if applicable)		
NA	Signature	Date
Architect / Engineer (if applicable)		5/29/20
Nextgen Construction – Blanca Buck	Signature	Date
Construction/Project Manager		
NA	Signature	Date
Authorized Department Head (if applicable)		
NA	Signature	Date
Director, Technology (if applicable)		5-29-2020
Alex Rivera	Signature	Date
CVUSD Construction Coordinator /Project Manager		5/29/20
Martin Silveira	Signature	Date
Director, Maintenance, Operations & Construction (if applicable)		
Director, Planning (if applicable)	Signature	Date
Greg Stachura		6/1/20
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 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: NOTICE OF COMPLETION FOR BID 19-20-23F, BORBA ES AND MARSHALL ES FENCING REPLACEMENT

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BACKGROUND

On December 12, 2019, the Board of Education awarded Bid 19-20-23F, Borba ES and Marshall ES Fencing Replacement to Lightning Fence Co., Inc. All contracted work was completed on May 1, 2020. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$176,000.00	N/A	\$176,000.00	\$8,800.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from Lightning Fence, Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 19-20-23F, Borba ES and Marshall ES Fencing Replacement.

FISCAL IMPACT

None.

NE:GJS:MS:pw

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DATE: June 18, 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 19-20-46F, CHINO HILLS HS AND DON LUGO HS RE-ROOFING PROJECT AND AUTHORIZATION TO REBID

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BACKGROUND

Public Contract Code 20111 requires that contracts for public works exceeding \$15,000.00 be legally advertised and awarded to the lowest responsible bidder, who shall have such surety as the Board requires.

A Notice to Contractors Calling for Bids for Bid 19-20-46F, Chino Hills HS and Don Lugo HS Re-Roofing Project was published in the Inland Valley Daily Bulletin on April 21, 2020, and April 28, 2020. Bids were submitted at 1:00 p.m. on May 27, 2020. The results are as follows:

CONTRACTOR	BID
Best Contracting Services	\$1,785,666.00
Danny Letner Inc., dba Letner Roofing Co.	\$1,799,988.00
Bligh Pacific	\$1,843,810.00

Upon receipt of three 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 19-20-46F, Chino Hills HS and Don Lugo HS Re-Roofing Project and authorize staff to rebid the project.

FISCAL IMPACT

None.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Our Motto:
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DATE: June 18, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Frank Arce, Director, Human Resources
Isabel Brenes, Director, Human Resources

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:FA:IB:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CERTIFICATED PERSONNEL FOR THE 2019/2020 SCHOOL YEAR**RETIREMENT**

VALENZUELA, Jean (22 years of service)	Elementary Teacher	Chaparral ES	06/05/2020
BECKMAN, Hilda (29 years of service)	Elementary Teacher	Eagle Canyon ES	05/30/2020
MILLARD, Robin (36 years of service)	Intervention Teacher	Liberty ES	06/01/2020
KLEIBACKER, Christian (20 years of service)	Social Science Teacher	Ayala HS	05/30/2020
OSBORN, Jeffrey (35 years of service)	Social Science Teacher	Chino HS	06/01/2020

RESIGNATION

COCKER, Ayodele	Elementary Teacher	Eagle Canyon ES	06/01/2020
PALACIOS, Jenna	School Psychologist	Special Education	06/30/2020
VAN REGENMORTER, Brooke	Speech Language Pathologist	Special Education	06/30/2020

PLACED ON 39-MONTH REHIRE LIST

DOMINGUEZ, Christine G.	Secondary Teacher	Don Lugo HS	05/29/2020
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APPOINTMENT – EXTRA DUTY

ALFARO, Joaquin (NBM)	Football (B)	Ayala HS	06/19/2020
ALLEN, Jeffrey	Track & Field (B)	Ayala HS	06/19/2020
AMELUXEN, John (NBM)	Softball (B)	Ayala HS	06/19/2020
AVILA, Bryce (NBM)	Wrestling (B)	Ayala HS	06/19/2020
BARD, Gregory (NBM)	Softball (B)	Ayala HS	06/19/2020
BARONE, Andrew (NBM)	Band (B)	Ayala HS	06/19/2020
BATAC, Dale (NBM)	Boys Basketball (B)	Ayala HS	06/19/2020
BATY, James	Football (B)	Ayala HS	06/19/2020
BELVILLE, Sawyer (NBM)	Boys Water Polo (B)	Ayala HS	06/19/2020
BHATT, Sameer	Boys Basketball (B)	Ayala HS	06/19/2020
BLACK, Derek (NBM)	Boys Water Polo (B)	Ayala HS	06/19/2020
BLAKEY, Katherine (NBM)	Band (B)	Ayala HS	06/19/2020
BLUTO, Tristan (NBM)	Band (B)	Ayala HS	06/19/2020
BRANSKE, Garrett (NBM)	Baseball (B)	Ayala HS	06/19/2020
BRIGGS, Gary (NBM)	Band (B)	Ayala HS	06/19/2020
BRUNIER, Grant (NBM)	Wrestling (B)	Ayala HS	06/19/2020
CAMPBELL, Amy	Softball (B)	Ayala HS	06/19/2020
CAPPS, Ronald	Golf (B)	Ayala HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
CARDENAS CASILLAS, Luis (NBM)	Band (B)	Ayala HS	06/19/2020
CARRASCO, Zachary (NBM)	Band (B)	Ayala HS	06/19/2020
CEDERGREN, Andrew	Football (B)	Ayala HS	06/19/2020
CORDTS, Michael (NBM)	Boys Water Polo (B)	Ayala HS	06/19/2020
CRONKITE, Toni (NBM)	Girls Water Polo (B)	Ayala HS	06/19/2020
CROOK, Keila (NBM)	Band (B)	Ayala HS	06/19/2020
CUEVAS, Roxanne (NBM)	Track & Field (B)	Ayala HS	06/19/2020
DIMARCO, Tonino (NBM)	Cross Country (B)	Ayala HS	06/19/2020
DIMARCO, Tonino (NBM)	Track & Field (B)	Ayala HS	06/19/2020
DONOVAN, Kenny	Golf (B)	Ayala HS	06/19/2020
DUARTE, Tass (NBM)	Band (B)	Ayala HS	06/19/2020
DURAN, Elliott (NBM)	Band (B)	Ayala HS	06/19/2020
FANNING, Ashley (NBM)	Band (B)	Ayala HS	06/19/2020
FERNANDEZ, Lorraine (NBM)	Cross Country (B)	Ayala HS	06/19/2020
FERNANDEZ, Lorraine (NBM)	Track & Field (B)	Ayala HS	06/19/2020
FLORES, Bryan	Boys Basketball (B)	Ayala HS	06/19/2020
FLORES, Bryan	Baseball (B)	Ayala HS	06/19/2020
FLORES, Christian (NBM)	Boys Basketball (B)	Ayala HS	06/19/2020
FRAZIER, Jordan (NBM)	Boys Basketball (B)	Ayala HS	06/19/2020
GACHUPIN, Ivan (NBM)	Band (B)	Ayala HS	06/19/2020
GILLELAND, Anthony (NBM)	Band (B)	Ayala HS	06/19/2020
GONZALEZ, Jorge (NBM)	Baseball (B)	Ayala HS	06/19/2020
GRACIA III, Arthur	Football (B)	Ayala HS	06/19/2020
GROM, Ian (NBM)	Band (B)	Ayala HS	06/19/2020
HARGETT, Daniel (NBM)	Boys Soccer (B)	Ayala HS	06/19/2020
HARRIGAN-COTA, Daniel (NBM)	Cross Country (B)	Ayala HS	06/19/2020
HARRIGAN-COTA, Daniel (NBM)	Track & Field (B)	Ayala HS	06/19/2020
HARRIS, Brian (NBM)	Girls Basketball (B)	Ayala HS	06/19/2020
HARTMAN, Chadd (NBM)	Band (B)	Ayala HS	06/19/2020
HERNANDEZ, Ana (NBM)	Girls Soccer (B)	Ayala HS	06/19/2020
HERNANDEZ, Matthew (NBM)	Band (B)	Ayala HS	06/19/2020
HURTADO, Jordan (NBM)	Girls Soccer (B)	Ayala HS	06/19/2020
IBARRA, Ana (NBM)	Band (B)	Ayala HS	06/19/2020
IOSSIF, Italia	Boys Water Polo (B)	Ayala HS	06/19/2020
JACKSON, Amber (NBM)	Girls Basketball (B)	Ayala HS	06/19/2020
JACKSON, Norman (NBM)	Band (B)	Ayala HS	06/19/2020
JONES, Tanner (NBM)	Band (B)	Ayala HS	06/19/2020
KAMINSKSA PALARCZYK, Natalia (NBM)	Band (B)	Ayala HS	06/19/2020
KEVAL, Vickash (NBM)	Boys Basketball (B)	Ayala HS	06/19/2020
KLEIBACKER, Christian (NBM)	Track & Field (B)	Ayala HS	06/19/2020
KRANAWETTER, Timothy (NBM)	Football (B)	Ayala HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
LEACH, Jonathan (NBM)	Football (B)	Ayala HS	06/19/2020
LEACH, Jonathan (NBM)	Baseball (B)	Ayala HS	06/19/2020
LONG, Eric	Boys Soccer (B)	Ayala HS	06/19/2020
LOPEZ, Erik (NBM)	Wrestling (B)	Ayala HS	06/19/2020
LOPEZ, Garret (NBM)	Band (B)	Ayala HS	06/19/2020
LOPEZ, Jennifer (NBM)	Band (B)	Ayala HS	06/19/2020
LOPEZ, Nicholas (NBM)	Football (B)	Ayala HS	06/19/2020
LUNCZ, Pamela	Swim (B)	Ayala HS	06/19/2020
LY, Robert (NBM)	Band (B)	Ayala HS	06/19/2020
MAPES, John (NBM)	Band (B)	Ayala HS	06/19/2020
MARCEAU, Paul	Swim (B)	Ayala HS	06/19/2020
MARIN, Oscar (NBM)	Boys Soccer (B)	Ayala HS	06/19/2020
MCBRIDE, Loy (NBM)	Track & Field (B)	Ayala HS	06/19/2020
MCGUIRE, Bradley	Baseball (B)	Ayala HS	06/19/2020
MCLAURIN, Ernest (NBM)	Band (B)	Ayala HS	06/19/2020
MERCADO, Nathan (NBM)	Water Polo (B)	Ayala HS	06/19/2020
MILES, Jacob (NBM)	Band (B)	Ayala HS	06/19/2020
MITCHELL, Robert J. (NBM)	Band (B)	Ayala HS	06/19/2020
MONFILS, Sabrina (NBM)	Girls Soccer (B)	Ayala HS	06/19/2020
MORIARTY, Timothy (NBM)	Band (B)	Ayala HS	06/19/2020
NGUYEN, Jimmy (NBM)	Band (B)	Ayala HS	06/19/2020
NGUYEN, Vincent (NBM)	Tennis (B)	Ayala HS	06/19/2020
OJINAGA, Paulette	Tennis (B)	Ayala HS	06/19/2020
ORDONEZ, Andrew (NBM)	Band (B)	Ayala HS	06/19/2020
ORTEGA, Thalia (NBM)	Band (B)	Ayala HS	06/19/2020
PAGE, Justin (NBM)	Band (B)	Ayala HS	06/19/2020
PARKS, Ryan (NBM)	Football (B)	Ayala HS	06/19/2020
PARKS, Ryan (NBM)	Track & Field (B)	Ayala HS	06/19/2020
PATINO, Marc	Baseball (B)	Ayala HS	06/19/2020
PEREZ, Derick (NBM)	Boys Soccer (B)	Ayala HS	06/19/2020
POPE, Nathan (NBM)	Football (B)	Ayala HS	06/19/2020
PROBST, Jonathan (NBM)	Band (B)	Ayala HS	06/19/2020
RAMIREZ, Brandi (NBM)	Band (B)	Ayala HS	06/19/2020
RAMIREZ, Mario (NBM)	Band (B)	Ayala HS	06/19/2020
REAMS, Randall	Football (B)	Ayala HS	06/19/2020
REEVES, Matthew	Competitive Cheer (B)	Ayala HS	06/19/2020
REIDT, Joshua (NBM)	Baseball (B)	Ayala HS	06/19/2020
RILEY, Jeremy (NBM)	Band (B)	Ayala HS	06/19/2020
RYMAR, Julian (NBM)	Band (B)	Ayala HS	06/19/2020
SAIZ, Manuel	Football (B)	Ayala HS	06/19/2020
SAIZ, Manuel	Track & Field (B)	Ayala HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
SCHUSTER, Chet	Swim (B)	Ayala HS	06/19/2020
SCHUSTER, Jenna (NBM)	Swim (B)	Ayala HS	06/19/2020
SIDELL, Bailey (NBM)	Band (B)	Ayala HS	06/19/2020
SJOL, Adam	Swim (B)	Ayala HS	06/19/2020
SMITH, Joe (NBM)	Baseball (B)	Ayala HS	06/19/2020
STAYKOVA, Krasimira (NBM)	Band (B)	Ayala HS	06/19/2020
STRONG, Frank J. (NBM)	Football (B)	Ayala HS	06/19/2020
STRONG, Frank J. (NBM)	Golf (B)	Ayala HS	06/19/2020
SULLIVAN, Michael (NBM)	Band (B)	Ayala HS	06/19/2020
TIEK, KEVIN (NBM)	Band (B)	Ayala HS	06/19/2020
TRUONG, Kevin (NBM)	Band (B)	Ayala HS	06/19/2020
ULLMANN, Matthew	Cross Country (B)	Ayala HS	06/19/2020
URBINA, Jr., Erick (NBM)	Band (B)	Ayala HS	06/19/2020
VAN DERPOEL, Darren (NBM)	Band (B)	Ayala HS	06/19/2020
VOGT, Christopher	Baseball (B)	Ayala HS	06/19/2020
WAINWRIGHT, Jordan (NBM)	Band (B)	Ayala HS	06/19/2020
WILLE, Kayla (NBM)	Athletic Trainer (B)	Ayala HS	06/19/2020
WOODEN, Elizabeth (NBM)	Volleyball (B)	Ayala HS	06/19/2020
YOUNG, Jeffrey (NBM)	Softball (B)	Ayala HS	06/19/2020
YOUNG, Wayne (NBM)	Softball (B)	Ayala HS	06/19/2020
ANA, James (NBM)	Band (B)	Chino HS	06/19/2020
ANGULO, Alex	Wrestling (B)	Chino HS	06/19/2020
ANGULO-CAMARILLO, Fernando (NBM)	Boys Soccer (B)	Chino HS	06/19/2020
ARANGURE, Heriberto (NBM)	Baseball (B)	Chino HS	06/19/2020
ARELLANO, Alex (NBM)	Football (B)	Chino HS	06/19/2020
BALDOVINO, Joel (NBM)	Girls Basketball (B)	Chino HS	06/19/2020
BEAUDION, Joseph (NBM)	Football (B)	Chino HS	06/19/2020
BELL, Robert	Boys Basketball (B)	Chino HS	06/19/2020
BRITTEN, Kevin	Track & Field (B)	Chino HS	06/19/2020
CABRERA, FRANCISCO (NBM)	Boys Soccer (B)	Chino HS	06/19/2020
CASTANEDA, Hannah (NBM)	Tennis (B)	Chino HS	06/19/2020
CELESTINO, Raquel (NBM)	Water Polo (B)	Chino HS	06/19/2020
CELESTINO, Raquel (NBM)	Swim (B)	Chino HS	06/19/2020
COLINCO, Clyde (NBM)	Golf (B)	Chino HS	06/19/2020
COOPER, Eileen (NBM)	Boys Basketball (B)	Chino HS	06/19/2020
COOPER, Eric (NBM)	Boys Basketball (B)	Chino HS	06/19/2020
CRASK, Madison (NBM)	Volleyball (B)	Chino HS	06/19/2020
CROCKEM, Ronald (NBM)	Track & Field (B)	Chino HS	06/19/2020
CULBERTSON, Sarah (NBM)	Band (B)	Chino HS	06/19/2020
DAVIS, Jonathon	Girls Basketball (B)	Chino HS	06/19/2020
DELEON, Andrew (NBM)	Football (B)	Chino HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
DELEON, Joe (NBM)	Boys Basketball (B)	Chino HS	06/19/2020
DINKEL, Brian (NBM)	Band (B)	Chino HS	06/19/2020
FARIAS, Victoria (NBM)	Band (B)	Chino HS	06/19/2020
FERNANDEZ, Amber (NBM)	Softball (B)	Chino HS	06/19/2020
FLOURNEY Jr., Edmond (NBM)	Boys Basketball (B)	Chino HS	06/19/2020
FULLER, Joe (NBM)	Football (B)	Chino HS	06/19/2020
GEORGE, Miles (NBM)	Football (B)	Chino HS	06/19/2020
GLEESON, Megan (NBM)	Cross Country (B)	Chino HS	06/19/2020
GLEESON, Megan (NBM)	Track & Field (B)	Chino HS	06/19/2020
GUERRA, Keven (NBM)	Water Polo (B)	Chino HS	06/19/2020
GUERRA, Keven (NBM)	Swim (B)	Chino HS	06/19/2020
HERMAN, Steven (NBM)	Band (B)	Chino HS	06/19/2020
HERNANDEZ, Armando (NBM)	Baseball (B)	Chino HS	06/19/2020
HINKLE, Michael (NBM)	Tennis (B)	Chino HS	06/19/2020
HUESER, Grayson (NBM)	Band (B)	Chino HS	06/19/2020
HUTSON, Lauren (NBM)	Band (B)	Chino HS	06/19/2020
INGLIMA, Heather	Volleyball (B)	Chino HS	06/19/2020
INGLIMA, Heather	Softball (B)	Chino HS	06/19/2020
IVICEVIC, Taylor (NBM)	Girls Basketball (B)	Chino HS	06/19/2020
JUAREZ, Jorge (NBM)	Baseball (B)	Chino HS	06/19/2020
LAROSA, Joseph	Football (B)	Chino HS	06/19/2020
LAROSA, Joseph	Track & Field (B)	Chino HS	06/19/2020
LAROSA, Vincent (NBM)	Football (B)	Chino HS	06/19/2020
LAWRENCE, Kevin (NBM)	Football (B)	Chino HS	06/19/2020
LEDESMA, Matthew (NBM)	Wrestling (B)	Chino HS	06/19/2020
LEE, Brianna (NBM)	Band (B)	Chino HS	06/19/2020
LIRA, Alex (NBM)	Cross Country (B)	Chino HS	06/19/2020
LIRA, Alex (NBM)	Track & Field (B)	Chino HS	06/19/2020
MACHUCA, Fabian (NBM)	Boys Soccer (B)	Chino HS	06/19/2020
MATLOCK, Clifford (NBM)	Track & Field (B)	Chino HS	06/19/2020
MONTELLO, Makaila (NBM)	Volleyball (B)	Chino HS	06/19/2020
MONTOYA, Carlos (NBM)	Football (B)	Chino HS	06/19/2020
MURILLO, Daniel (NBM)	Football (B)	Chino HS	06/19/2020
NAVARRO, Jacob (NBM)	Wrestling (B)	Chino HS	06/19/2020
OCHOA, Daniella (NBM)	Softball (B)	Chino HS	06/19/2020
PARRELL, Jessica	Girls Soccer (B)	Chino HS	06/19/2020
PARRELL, Jessica	Track & Field (B)	Chino HS	06/19/2020
PEASE, Adam	Girls Soccer (B)	Chino HS	06/19/2020
PHELAN, Brian (NBM)	Football (B)	Chino HS	06/19/2020
PRATT, Joshua (NBM)	Tennis (B)	Chino HS	06/19/2020
ROSALEZ, Victor (NBM)	Boys Soccer (B)	Chino HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
SAMANO, Michael (NBM)	Wrestling (B)	Chino HS	06/19/2020
SANCHEZ, Ivan (NBM)	Band (B)	Chino HS	06/19/2020
SANSUR, Jorge (NBM)	Football (B)	Chino HS	06/19/2020
SANTANA, Nathalie (NBM)	Boys Soccer (B)	Chino HS	06/19/2020
ST. ESTEBEN, Michael (NBM)	Baseball (B)	Chino HS	06/19/2020
STARICKA, Damian	Girls Basketball (B)	Chino HS	06/19/2020
TELLO, Thomas (NBM)	Football (B)	Chino HS	06/19/2020
TORRES, Peter (NBM)	Cross Country (B)	Chino HS	06/19/2020
URIAS, Samuel (NBM)	Boys Soccer (B)	Chino HS	06/19/2020
VASQUEZ, Gerald (NBM)	Softball (B)	Chino HS	06/19/2020
VAZQUEZ, Alberto	Girls Soccer (B)	Chino HS	06/19/2020
VAZQUEZ, Lauren (NBM)	Girls Soccer (B)	Chino HS	06/19/2020
WENDLING, Jacqueline	Swim (B)	Chino HS	06/19/2020
WICKS, Jonathan (NBM)	Band (B)	Chino HS	06/19/2020
YOUNG, Devan (NBM)	Wrestling (B)	Chino HS	06/19/2020
ZARAGOZA, Zibley (NBM)	Girls Basketball (B)	Chino HS	06/19/2020
ACU, Johan (NBM)	Softball (B)	Chino Hills HS	06/19/2020
ADAMS, Timothy (NBM)	Girls Basketball (B)	Chino Hills HS	06/19/2020
ANDERSEN, David (NBM)	Golf (B)	Chino Hills HS	06/19/2020
BARCENAS, Ruben (NBM)	Boys Basketball (B)	Chino Hills HS	06/19/2020
BINYON, Daniel (NBM)	Football (B)	Chino Hills HS	06/19/2020
BUTLER, Stephanie (NBM)	Girls Basketball (B)	Chino Hills HS	06/19/2020
CABADO, Kenneth (NBM)	Boys Basketball (B)	Chino Hills HS	06/19/2020
CHIOTTI, Michelle	Cross Country (B)	Chino Hills HS	06/19/2020
COTE, Thomas (NBM)	Wrestling (B)	Chino Hills HS	06/19/2020
CRONKITE, Joshua (NBM)	Football (B)	Chino Hills HS	06/19/2020
DELOYE, Amber (NBM)	Swim (B)	Chino Hills HS	06/19/2020
ESPINOSA, Jose	Football (B)	Chino Hills HS	06/19/2020
ESPINOSA, Jose	Baseball (B)	Chino Hills HS	06/19/2020
FANNING, Ashley (NBM)	Color Guard (B)	Chino Hills HS	06/19/2020
FOX, Jason (NBM)	Baseball (B)	Chino Hills HS	06/19/2020
GARCIA, Dayna (NBM)	Girls Soccer (B)	Chino Hills HS	06/19/2020
GONZALES, Antonio (NBM)	Wrestling (B)	Chino Hills HS	06/19/2020
GONZALEZ, Brandon (NBM)	Softball (B)	Chino Hills HS	06/19/2020
GRANT, Donald	Boys Basketball (B)	Chino Hills HS	06/19/2020
HARRIS, Britt (NBM)	Water Polo (B)	Chino Hills HS	06/19/2020
HEIDER, Brian (NBM)	Water Polo (B)	Chino Hills HS	06/19/2020
HOENISCH, Brad (NBM)	Softball (B)	Chino Hills HS	06/19/2020
JACOBY, Adam	Volleyball (B)	Chino Hills HS	06/19/2020
JACOBY, Adam	Baseball (B)	Chino Hills HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
JETT, Robert (NBM)	Band (B)	Chino Hills HS	06/19/2020
JOHNSON, Keland (NBM)	Boys Soccer (B)	Chino Hills HS	06/19/2020
JONES, Brian (NBM)	Competitive Cheer (B)	Chino Hills HS	06/19/2020
JONES, Vincent (NBM)	Girls Basketball (B)	Chino Hills HS	06/19/2020
KARGBO, Bunduaka (NBM)	Football (B)	Chino Hills HS	06/19/2020
KARGBO, Bunduaka (NBM)	Boys Soccer (B)	Chino Hills HS	06/19/2020
KARGBO, Bunduaka (NBM)	Girls Soccer (B)	Chino Hills HS	06/19/2020
KREISS, Kimberly	Cross Country (B)	Chino Hills HS	06/19/2020
LANDEROS, Adrian (NBM)	Boys Soccer (B)	Chino Hills HS	06/19/2020
LATIMORE, Dennis	Boys Basketball (B)	Chino Hills HS	06/19/2020
LONG, Debra (NBM)	Wrestling (B)	Chino Hills HS	06/19/2020
LOZA, Trevin (NBM)	Track & Field (B)	Chino Hills HS	06/19/2020
MISAWA, Keane	Golf (B)	Chino Hills HS	06/19/2020
MORALES, Jr., Richard	Track & Field (B)	Chino Hills HS	06/19/2020
NHIAL, Kristen (NBM)	Track & Field (B)	Chino Hills HS	06/19/2020
OLIVER, Jennifer (NBM)	Girls Soccer (B)	Chino Hills HS	06/19/2020
PERREAULT, Brian (NBM)	Girls Soccer (B)	Chino Hills HS	06/19/2020
PLAYER, Scott (NBM)	Swim (B)	Chino Hills HS	06/19/2020
REITER, III, Francis (NBM)	Track & Field (B)	Chino Hills HS	06/19/2020
RIVAS, Brisas	Badminton (B)	Chino Hills HS	06/19/2020
RUSSELL, Cory (NBM)	Water Polo (B)	Chino Hills HS	06/19/2020
SAMUEL, Randy (NBM)	Track & Field (B)	Chino Hills HS	06/19/2020
SANCHEZ Jr., Alejandro (NBM)	Baseball (B)	Chino Hills HS	06/19/2020
SANTOS, Remencito (NBM)	Boys Basketball (B)	Chino Hills HS	06/19/2020
SARAVIA, Ervin (NBM)	Tennis (B)	Chino Hills HS	06/19/2020
SCHNAKE, Clarissa (NBM)	Volleyball (B)	Chino Hills HS	06/19/2020
SCHNAKE, Joseph	Volleyball (B)	Chino Hills HS	06/19/2020
SIMS, Marcus (NBM)	Baseball (B)	Chino Hills HS	06/19/2020
SMITH, Savannah	Softball (B)	Chino Hills HS	06/19/2020
STANFORD, Ronald	Swim (B)	Chino Hills HS	06/19/2020
STONE, Christopher (NBM)	Cross Country (B)	Chino Hills HS	06/19/2020
STULL, Tyson (NBM)	Football (B)	Chino Hills HS	06/19/2020
THE, Paul (NBM)	Volleyball (B)	Chino Hills HS	06/19/2020
TOBIN, Timothy (NBM)	Water Polo (B)	Chino Hills HS	06/19/2020
TRAN, Cesar	Track & Field (B)	Chino Hills HS	06/19/2020
TRANTOW, Ian (NBM)	Boys Soccer (B)	Chino Hills HS	06/19/2020
VASQUEZ Jr., George (NBM)	Football (B)	Chino Hills HS	06/19/2020
VERPLANCKE, Joseph	Baseball (B)	Chino Hills HS	06/19/2020
VIVANCO, Patrick (NBM)	Boys Basketball (B)	Chino Hills HS	06/19/2020
WARD, Bryan (NBM)	Football (B)	Chino Hills HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>APPOINTMENT – EXTRA DUTY</u> (cont.)			
WINTON, Bryce (NBM)	Water Polo (B)	Chino Hills HS	06/19/2020
WINTON, Bryce (NBM)	Swim (B)	Chino Hills HS	06/19/2020
YOON, Paul	Tennis (B)	Chino Hills HS	06/19/2020
ZHUANG, Jimmy (NBM)	Girls Basketball (B)	Chino Hills HS	06/19/2020
ABRAM Sr., Patrick (NBM)	Football (B)	Don Lugo HS	06/19/2020
AGREGADO, Alexandria (NBM)	Boys Basketball (B)	Don Lugo HS	06/19/2020
ARAMBULA, Lindsay (NBM)	Tennis (B)	Don Lugo HS	06/19/2020
ASHFORD, Mark (NBM)	Football (B)	Don Lugo HS	06/19/2020
BALARA, Phillip	Football (B)	Don Lugo HS	06/19/2020
BARAJAS, Enrique (NBM)	Water Polo (B)	Don Lugo HS	06/19/2020
BARAJAS, Yuleisi (NBM)	Water Polo (B)	Don Lugo HS	06/19/2020
BAYLON, Cherry (NBM)	Volleyball (B)	Don Lugo HS	06/19/2020
BECERRIL, Cesar	Girls Soccer (B)	Don Lugo HS	06/19/2020
BELLOSO, Rodrigo	Boys Basketball (B)	Don Lugo HS	06/19/2020
BOYER, Francisco (NBM)	Boys Basketball (B)	Don Lugo HS	06/19/2020
BOYER, FRANCISCO (NBM)	Softball (B)	Don Lugo HS	06/19/2020
BUSCH, Nikki	Golf (B)	Don Lugo HS	06/19/2020
CANTOS, Odyssees	Track & Field (B)	Don Lugo HS	06/19/2020
CLARK, Richard (NBM)	Golf (B)	Don Lugo HS	06/19/2020
COOPER, Derreck (NBM)	Wrestling (B)	Don Lugo HS	06/19/2020
CRAWFORD, Timothy (NBM)	Track & Field (B)	Don Lugo HS	06/19/2020
CURTIS, DeMarco (NBM)	Football (B)	Don Lugo HS	06/19/2020
DELEON, Steven (NBM)	Boys Basketball (B)	Don Lugo HS	06/19/2020
FAVELA, Serena (NBM)	Volleyball (B)	Don Lugo HS	06/19/2020
FINCH, Richard	Football (B)	Don Lugo HS	06/19/2020
FINCH, Richard	Baseball (B)	Don Lugo HS	06/19/2020
GANO, Greg	Football (B)	Don Lugo HS	06/19/2020
GANO, Greg	Softball (B)	Don Lugo HS	06/19/2020
GONZALES, Michael (NBM)	Football (B)	Don Lugo HS	06/19/2020
GUTIERREZ, Mark (NBM)	Wrestling (B)	Don Lugo HS	06/19/2020
HENDERSON, Gage (NBM)	Football (B)	Don Lugo HS	06/19/2020
HERNANDEZ, Carlos (NBM)	Football (B)	Don Lugo HS	06/19/2020
HERNANDEZ, Carlos (NBM)	Wrestling (B)	Don Lugo HS	06/19/2020
HERNANDEZ, Carlos (NBM)	Softball (B)	Don Lugo HS	06/19/2020
HIGHSTREET, Eric	Baseball (B)	Don Lugo HS	06/19/2020
JENSEN, Gage (NBM)	Girls Soccer (B)	Don Lugo HS	06/19/2020
KARNBACH, Skylar (NBM)	Water Polo (B)	Don Lugo HS	06/19/2020
KIM, Jae	Football (B)	Don Lugo HS	06/19/2020
KIM, Jae	Baseball (B)	Don Lugo HS	06/19/2020
KUSHKAKI, Ehssanullah (NBM)	Boys Soccer (B)	Don Lugo HS	06/19/2020

CERTIFICATED PERSONNEL (cont.)

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

LEPP, Marcus (NBM)	Football (B)	Don Lugo HS	06/19/2020
MARQUIS, Adrian (NBM)	Swim (B)	Don Lugo HS	06/19/2020
MEZA, Hope (NBM)	Tennis (B)	Don Lugo HS	06/19/2020
MILLER, Hayden (NBM)	Water Polo (B)	Don Lugo HS	06/19/2020
MONROE, Jonathan (NBM)	Softball (B)	Don Lugo HS	06/19/2020
NICODEMUS, Howard (NBM)	Swim (B)	Don Lugo HS	06/19/2020
NILA, Howard (NBM)	Track & Field (B)	Don Lugo HS	06/19/2020
PANATTONI, Jody (NBM)	Football (B)	Don Lugo HS	06/19/2020
POLITE, Coby	Cross Country (B)	Don Lugo HS	06/19/2020
POLITE, Coby	Track & Field (B)	Don Lugo HS	06/19/2020
POTEET Jr., Ronald	Baseball (B)	Don Lugo HS	06/19/2020
PULLIAM, Scott (NBM)	Football (B)	Don Lugo HS	06/19/2020
REITER III, Francis (NBM)	Track & Field (B)	Don Lugo HS	06/19/2020
ROBLES, Daniel	Football (B)	Don Lugo HS	06/19/2020
ROBLES, Daniel	Softball (B)	Don Lugo HS	06/19/2020
ROY, Alex (NBM)	Football (B)	Don Lugo HS	06/19/2020
ROY, Alex (NBM)	Track & Field (B)	Don Lugo HS	06/19/2020
SANCHEZ, Mayte (NBM)	Volleyball (B)	Don Lugo HS	06/19/2020
SILVA, Michael	Football (B)	Don Lugo HS	06/19/2020
SINGLETON, Carlyle (NBM)	Girls Basketball (B)	Don Lugo HS	06/19/2020
SWIFT, Micah	Boys Soccer (B)	Don Lugo HS	06/19/2020
SWIFT, Micah	Track & Field (B)	Don Lugo HS	06/19/2020
VIZCAINO, Andrew (NBM)	Water Polo (B)	Don Lugo HS	06/19/2020
WALTZ, Dean (NBM)	Girls Basketball (B)	Don Lugo HS	06/19/2020
WALTZ, Eric (NBM)	Girls Basketball (B)	Don Lugo HS	06/19/2020
ZEISSIG III, Boris (NBM)	Cross Country (B)	Don Lugo HS	06/19/2020
ZEISSIG III, Boris (NBM)	Track & Field (B)	Don Lugo HS	06/19/2020

TOTAL: \$0.00

APPOINTMENT – SUMMER SCHOOL TEACHERS

GAMBOA-PIZANO, Myra	Math	Buena Vista HS	06/05/2020
KELLY, Erica	English	Buena Vista HS	06/05/2020
LOPEZ, Cathy	English	Buena Vista HS	06/05/2020
LAWHORN, Brian	Integrated Math 2	Chino Hills HS	06/05/2020
RAMSTACK, Maureen	English 10CP	Don Lugo HS	06/05/2020

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2020/2021 SCHOOL YEAR

CEBALLOS, Renee	Speech Language Pathologist	Special Education	08/04/2020
CELAYA, Briana	Speech Language Pathologist	Special Education	08/04/2020

RETIREMENT

ZWACK, Dawn (24 years of service)	Assistant Principal - ES	Eagle Canyon ES	07/01/2020
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LEAVE OF ABSENCE – 2020/2021

CARR, Emily	Speech Language Pathologist 30.64%	Special Education	2020/2021
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APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021

AIRD, Kimberley	ALDECOA, Corryna	ALFARO, Jonathan
ALLINGHAM, Susan	ANDERSON, Kevin	ANDERSON BELL, Mary
ANDRADE Jr, Roberto	ANTUNA, Charles	ARAIZA, Solmyra
ARCHIBALD, David	ARELLANO, Alex	ARIAS, Kirsten
AUSTIN, Erica	AVILA, Jessica	AYERS, Melissa
BABUNDO, Christopher	BAGWELL, Brianne	BAHL, Sunita
BAIN, Samuel	BAIR, Crystal	BANDAK, Jomana
BANUELOS, Lesley	BANUELOS, Marisela	BARBATO, Kalie
BARTHOLIO, Carol	BAYER, Jessica	BEARDEN, Kristina
BECERRIL, Alberto	BELL, Jacalyn	BEYER, Micah
BHAKTA, Hemali	BLACK, Carrie	BLANK, Charles
BLOCKER, Beverly	BONILLA, Laura	BORGES, Rylee
BORRAYO, Raquel	BRADY, Julia	BRAMBILA, Jose
BRAMBILA, Luis	BRESSEL, Ashley	BRUMBAUGH, Kara
BUENROSTRO, Gabriel	CABRERA, Charmia	CALLES, Scott
CAMPOS, Michael	CAREW, Julianne	CAREY, Debra
CARLSON, Ashley	CARO, Anthony	CARRILLO, Justine
CARROLL Jr., Richard	CASILLAS, Leslie	CASTANEDA, Hannah
CASTILLO, Erica	CEBALLOS II, Marcus	CENTENO, Rosalinda
CEPEDA, Jesus	CERVANTES, Michael	CHAN, Olivia
CHANDLER, Amelia	CHANG, Ellen	CHAVEZ, Maria
CHAVEZ, Michael	CHEEMA, Mandeep	CHEW, May
CHI, Hsing	COCKS, David	CONTRERAS, Crystal

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021 (cont.)

COVARRUBIAS, Ashley	CRISS, Stacey	CSABANE, Maria
CUNNINGHAM, Julie	DAIN, Daniel	DAVIS, Brianna
DE LA ROSA, Maria	DELGADO, Sara	DELUNA, Leticia
DENNIS, Scott	DEVILLEZ, Susan	DILLINGHAM, Dawn
DINNEWETH, Melanie	DINSMOOR, Danielle	DUPREY, Joy
ECHEGARAY, Michelle	EICHMANN, Julie	ELEVARIO, Chelsi
ENRIQUEZ, Benjamin	ENRIQUEZ, Jaclynn	FLINT, Andrew
FOX, Kathryn	FRAMAN, Louise	FRANCO, Lilia
FRANCO, Melody	GARCIA, Davina	GARDNER, Gayla
GILMAN, Rhonda	GISHWILLER, Thomas	GLAUE, Linda
GLEESON, Megan	GODINEZ, James	GOMEZ, Kristin
GONZALES, Brittany	GONZALES, Grace	GONZALEZ-BERMEJO, Beatriz
GOR, Anna	GOVEA, Rebecca	GRAHAM, Debra
GRAHAM, Kelsey	GRAVETT, Summer	GREEN, Gregory
GREENWOOD, Joyce	GUILLEN, Diane	GUPTA, Parag
GUTIERREZ-CASTILLO, Annalia	HAAGSMA, Richard	HALL, Megan
HARBAUGH, John	HARBOUR, Sydney	HARDEN, Trevor
HARDING, Karen	HARRIGAN COTA, Daniel	HARTE-PARKER, Denise
HAYNES, Preciosa	HAZELTON, Susan	HENRY, Linda
HERNANDEZ, Monica	HINO, Melissa	HIRCHAG, Nancy
HOCHGURTEL, Faith	HONG, Sylvia	HOPE, Susan
HOWARD, Carole	HUANG, Allen	HULME, Christopher
HUNTER, Nichole	HURTADO, Jordan	HUYNH, Linh
IBARRA-LIMON, Susanna	IMLER, Michele	INDABURU, Christian
JOHN, Justin	JOHNSON, Blake	JOHNSON, Jeff
JOHNSON, Jessica	JOLINE, Daniel	JUN, Edward
JUN, Jung	KANTER III, Joseph	KENDRICK, Stephanie
KIRWAN, Holly	KOBTI, Melissa	KRANAWETTER, Timothy
KREUTZER, Jenifer	KREUTZER JR, James	LACHICA, Ezella
LANGRELL, Rachel	LEMOINE, Luisa	LEMOINE, Maurice
LIEBESMAN, Amanda	LOERA, Jessica	LOMASNEY, Emily
LOMASNEY, Michelle	LOMELI, Leah	LONG, David
LOPEZ, Guillermo	LORDS, Kristina	LYCKLAMA, Tania
MACHUCA, Fabian	MACKESSY, Stephen	MALDONADO, Mariana
MARQUEZ, Barbara	MARTELL, Germaine	MARTINEZ, Sarah
MARTY, Megan	MATTSON, Amy	MAYFIELD, Christopher
MCCAULEY, Kathleen	MCKITRICK, Michael	MCPHEETERS, Denise
MEDINA, Marisol	MEJIA, Malinda	MESA, Brian
MESERVE, Judith	MICHALSEN, Kara	MIHELICH, Dennis
MILLER, Lucinda	MOET, Camille	MONCAYO, Andrew

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021 (cont.)

MORALES, Elisa	MORALES, Elsa	MORENO, Maricela
MORENO, Matthew	MORENO SANDOVAL, Denise	MORGAN, Janet
MUNOZ, Elena	NAKAMA, Tori	NAPOLES, Marianne
NAVARRO, Stella	NELSON, Alyson	NELSON, Patricia
NESTER, Kaylie	NIOTTA, Skyler	OCHOA, Daniella
OLMOS, Veronica	OSORNIO, Cruz Fernando	OWENS, Jonathan
PANTOJA PENA, Viviana	PARKER, Grant	PARRA-MATTHEWS, Jose
PATTERSON, Julie	PATTISON, Brent	PERSON, Tricia
PETERSON, Madeline	PICKETT, Haley	PIKE, William
PIRES, Betty	PITASSI, Rozanna	PONNALURI, Sirisha
POTTER, Harold	PRESCOTT, Janet	QUESADA, Bobbi
QUINN, Ryan	RAMIREZ, Christina	RANASINGHE, Kishor
RANGEL, Rudy	RASMUSSEN, Lauren	RICHARD, Teresa
RIGHETTI, Laurel	RIGO, Lisa	ROBERTS, Melissa
ROJAS, Edaid	ROMAN, Alexis	ROY, Alex
RUETER, Jill	SALAZAR, Cynthia	SANCEAU, Sonia
SANCHEZ OLEA, Dulce	SANDOVAL, Ana	SCHLERF, Jennifer
SCHMIDT, Lydia	SCHNEIDER, Gena	SCHROCK, Tayler
SEGOVIANO, Gabriella	SHAMMAS, Catherine	SHERMAN, Sharon
SHIGENAGA, Dana	SHUMAKER, Sonja	SILVA, Joshua
SMOUSE, John	SNIDER, Olga	SOHNS, Michelle
SOLORIO, Antoinet	SPRAGUE, Ciara	ST AMANT, Joni
STAAB, Stacy	TALAMANTE, Jordan	TAN, Celine
TATUM, Esmeralda	TAYLOR, Yvette	TOGNETTI,Carolynn
TORRES, Sarah	TORRES, Tammy	TRAN, Hoang Phuong
TRAN TRUONG, Nhat Phuong	TRUJILLO, Amber	TUMMINELLI, August
VALENZUELA, Nicole	VALERO, Jennifer	VASHISHT, Ruchika
VASQUEZ, Patricia	VELARDE, Cristina	VERDUSCO, Alexandra
VODOLA, Nikki	WAITE, Madison	WALLACE, Rhonda
WALLACE, Richard	WEIK, Sarah	WEINSTEIN, Amelia
WENGER, Steven	WERNER, Heather	WHITE, Lauren
WHITE, Rayna	YARDLEY, Lorraine	YOUNG, Alyssa
YOUNG, Devan	YSAIS-PORTUGAL, Catherine	ZENDEJAS-LUGO, Claudia
ZIMMERMAN, Janet		

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE

PROMOTION

TORRICO, Mayra	FROM: Bilingual Typist Clerk I (C) 3.5 hrs./200 work days and School Community Liaison (C) 3 hrs./150 contract days TO: Typist Clerk II (GF) 8 hrs./201 work days	Dickey ES Dickey ES	08/03/2020
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PLACED ON 39-MONTH RE-EMPLOYMENT LIST

ALVARADO, Angelina	Custodian I	Magnolia JHS	05/01/2020
BELLONIO, Lisa	IA/Special Education (SELPA/GF)	Townsend JHS	03/28/2020

RELEASE OF PROBATIONARY EMPLOYEE WITHOUT PREJUDICE

Employee #6320	IA/Special Education/SH (SELPA/GF)	Rolling Ridge ES	05/29/2020
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RETIREMENT

LOVELACE, Linda (11 Years of Service)	IA/Special Education/SH (SELPA/GF)	Cal Aero K-8	07/01/2020
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APPOINTMENT - SUPPLEMENTAL INSTRUCTION - SUMMER SCHOOL

PARKER, Maria	School Secretary I (SS)	Don Lugo HS	06/09/2020
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APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2020, THROUGH JUNE 30, 2021

BARR, Natalie	BURKEY, Lisa	EVANS, Justin
FODDRILL, Derek	GARZA, Lisa Marie	GUTIERREZ, Ryan
HERRERA, Susana	NEAL, Nicole	PHELTS, Nadine
ROJAS, Joseph		

(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: June 18, 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
Luke Hackney, Director, Elementary Curriculum and Instruction
Julian A. Rodriguez, Director, Secondary Curriculum and Instruction

SUBJECT: REVISION OF BOARD POLICY AND ADMINISTRATIVE REGULATION 5121 STUDENTS – GRADES/EVALUATION OF STUDENT ACHIEVEMENT

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BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy and Administrative Regulation 5121 Students – Grades/Evaluation of Student Achievement are being revised to reflect research-supported best practices regarding grading, including the separation of nonacademic factors from student academic grades. The policy also adds language on reports of student progress or specific academic standards.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy and Administrative Regulation 5121 Students – Grades/Evaluation of Student Achievement.

FISCAL IMPACT

None.

NE:GP:LH:JAR:smr

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The Board of Education believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement in mastering course content ACADEMIC PERFORMANCE.

(cf. 5020 - Parents Rights and Responsibilities)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall establish a uniform grading system based on standards that SHALL BE APPLIED to all students in that course and grade level. Principals and teachers shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement ACADEMIC PERFORMANCE will be evaluated in the classroom.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

A teacher shall base a student's grade SOLELY on impartial, consistent observation of the quality of the student's ACADEMIC work and his/her mastery of course content and BASED ON District standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, such as classroom participation, homework, test, and portfolios. OTHER ELEMENTS THAT ARE NOT A DIRECT MEASURE OF KNOWLEDGE AND UNDERSTANDING OF COURSE CONTENT, SUCH AS ATTENDANCE, EFFORT, STUDENT CONDUCT, AND WORK HABITS, SHALL NOT BE FACTORED INTO THE ACADEMIC GRADE BUT MAY BE REPORTED SEPARATELY.

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)

WHENEVER A STUDENT MISSES AN ASSIGNMENT OR ASSESSMENT DUE TO EITHER AN EXCUSED OR UNEXCUSED ABSENCE, HE/SHE SHALL BE GIVEN THE OPPORTUNITY TO EARN FULL CREDIT FOR SUBSEQUENT SATISFACTORY COMPLETION OF THE ASSIGNMENT OR ASSESSMENT.

(cf. 6154 - Homework/Makeup Work)

STUDENTS IN GRADES TK – 6 SHALL RECEIVE REPORT CARDS AT THE END OF EACH TRIMESTER AND SHALL INCLUDE PROGRESS ON ACADEMIC STANDARDS APPLICABLE TO THE COURSE AND GRADE LEVEL.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

~~The teacher of each course shall determine the student's grade. The A grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, and OR administrative regulation. (Education Code 49066)~~

(cf. 5125.3 - Challenging Student Records)

Grade Criteria

Grades are based upon objective criteria. Teachers shall communicate their grading criteria to the site principal, parents/guardians and students at the beginning of the school year and/or beginning of each trimester/semester.

Transitional Kindergarten Through Grade 6**Performance Level Marks**

- 4 ~~Extending~~ EXCELLING – Students at the ~~Extending~~ EXCELLING level of performance ~~have an in-depth understanding of~~ ARE CONSISTENTLY PERFORMING AT GRADE LEVEL, CAN DEMONSTRATE INDEPENDENCE, AND CAN EXTEND the grade level performance standards, WHEN APPLICABLE expected at this point of the school year.
- 3 Achieving – Students at the Achieving level of performance ~~are consistently meeting the~~ DEMONSTRATE AN ADEQUATE UNDERSTANDING OF AND ABILITY TO APPLY SKILLS NEEDED TO MEET grade level performance standardS expected at this point of the school year.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

- 2 Progressing – Students at the Progressing level of performance are partially meeting the grade level performance standards expected at this point in the school year.
- 1 Beginning/Standard Not Met – Students at the Beginning/Standard Not Met are not yet meeting the grade level performance standards expected at this point of the school year.

Performance level marks describe students' progress toward year-end standards.

For Grades 7 – 12

A	90-100 percent
B	80-89 percent
C	70-79 percent
D	60-69 percent
F	Below 60 percent

Letter Grade - A

Students at this level demonstrate broad and in-depth understanding of complex concepts and skills embedded in the standards and benchmarks. They make abstract and insightful connections among ideas. These students provide extensive evidence for inferences and justification of solutions. They demonstrate the ability to apply knowledge and skills effectively and independently by applying sophisticated strategies to solve complex problems.

~~These s~~Students communicate effectively and thoroughly, ~~invariably~~ supplying answers which are beyond the obvious. ~~They are able to~~ STUDENTS present clear, insightful, logical, sequential, and detailed descriptions of their thought processes.

Letter Grade - B

Students at this level demonstrate thorough understanding of concepts and skills embedded in the standards and benchmarks. ~~These s~~Students are able to extend their understanding by makEing meaningful multiple connections among independent ideas and concepts, providing supporting evidence for inferences and justification of solutions. They apply concepts and skills to solve problems using appropriate strategies. ~~These s~~Students communicate effectively. ~~They~~ AND provide clear, logical, sequential descriptions of their thought processes.

Letter Grade - C

Students performing at this level demonstrate understanding of concepts embedded in the standards and benchmarks. ~~They~~ STUDENTS make simple and general

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

PROFICIENT connections among ideas, AND provide ~~limited~~ supporting evidence for inferences and solutions. ~~These~~ Students apply concepts and skills to routine problem solving situations.

Letter Grade - D

Students performing at this level demonstrate minimal understanding of concepts and skills embedded in the standards and benchmarks. They occasionally make connections among ideas, provide minimal evidence or support for inferences and solutions. ~~These~~ Students have not CONSISTENTLY DEMONSTRATED AN UNDERSTANDING OF ~~met~~ the standards.

Letter Grade - F

Students performing at this level ~~do~~ HAVE not demonstrated an understanding of concepts and skills embedded in the standards and benchmarks. They do not make connections among ideas, provide no evidence or support for inferences or solutions. ~~These~~ Students have not DEMONSTRATED AN UNDERSTANDING OF ~~met~~ the standards.

Behavior, effort, and attendance shall be reported in separate evaluations, not in the student's academic grade.

(cf. 5113 - Absences and Excuses)
 (cf. 5123 - Promotion/Acceleration/Retention)
 (cf. 5125.3 - Challenging Student Records)
 (cf. 6154 - Homework/Make-up Work)

Grade Points**For Grades 7 – 12**

~~Electives, college preparation, and honors courses are not weighted.~~ Grades received in non-weighted courses will be computed on the following scale:

- A - 4 grade points
- B - 3 grade points
- C - 2 grade points
- D - 1 grade point
- F - 0 grade points

~~Advanced Placement courses at the high school level shall be weighted to reflect the more rigorous nature of these courses.~~ Grades received in these WEIGHTED courses will be computed on the following scale:

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

- A - 5 grade points
- B - 4 grade points
- C - 3 grade points
- D - 1 grade point
- F - 0 grade point

Effects of Absences on Grades

If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

(cf. 6154 - Homework/Makeup Work)

The Board desires to emphasize the importance of school attendance. Therefore, students with excessive unexcused absences (25 percent absences per trimester or semester) may receive a failing grade and may not receive credit for the class(es).

(cf. 5113 - Absences and Excuses)

Grade Point Average

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and ~~whether TO WHICH CLASSES~~ extra grade weighting shall be applied. ~~to Advanced Placement, honors, and/or concurrent postsecondary courses.~~

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Legal Reference:**EDUCATION CODE**

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

69432.9 Cal Grant program; notification of grade point average

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

COURT DECISIONS

Owasso Independent School District v. Falvo, (2002) 534 U.S. 426

Las Virgenes Educators Association v. Las Virgenes Unified School District, (2001) 86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District, (1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education, (1986) 179 Cal.App.3d 593

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS CORRESPONDENCE

Report Cards and Transcripts for Students with Disabilities, October 17, 2008

WEBSITES

California School Boards Association: www.csba.org

California Department of Education: www.cde.ca.gov

California Student Aid Commission: www.csac.ca.gov

U.S. Department of Education, Office for Civil Rights: www.ed.gov/about/offices/list/ocr

Chino Valley Unified School District

Policy adopted: January 23, 1997

Revised: August 10, 2000

Revised: January 8, 2004

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Revised: August 6, 2009

Revised: June 30, 2011

Revised: June 16, 2016

REVISED:

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

THE SUPERINTENDENT OR DESIGNEE SHALL INFORM TEACHERS OF THE DISTRICT’S POLICY REGARDING GRADING, INCLUDING EXPECTATIONS THAT GRADES SHALL BE BASED ON FACTORS THAT DIRECTLY MEASURE STUDENTS’ KNOWLEDGE AND SKILLS IN THE CONTENT AREA AND SHALL NOT INCLUDE NONACADEMIC FACTORS.

REPORT CARDS DISPLAYING STUDENTS’ GRADES IN EACH SUBJECT OR COURSE SHALL BE DISTRIBUTED TO PARENTS/GUARDIANS AT THE END OF EACH GRADING PERIOD. PARENTS/GUARDIANS SHALL BE OFFERED AN OPPORTUNITY TO MEET WITH THEIR CHILD’S TEACHER(S) TO DISCUSS THE GRADES AND STRATEGIES TO IMPROVE THEIR CHILD’S PERFORMANCE.

(cf. 6020 - Parent Involvement)

WHENEVER IT BECOMES EVIDENT TO A TEACHER THAT A STUDENT IS IN DANGER OF FAILING A COURSE, THE TEACHER SHALL ARRANGE A CONFERENCE WITH THE STUDENT’S PARENT/GUARDIAN OR SEND THE PARENT/GUARDIAN A WRITTEN REPORT. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

FOR EACH STUDENT IN GRADES 9 – 12, THE SUPERINTENDENT OR DESIGNEE SHALL MAINTAIN A TRANSCRIPT RECORDING THE COURSES TAKEN, THE TERM THAT EACH COURSE WAS TAKEN, CREDITS EARNED, FINAL GRADES, AND DATE OF GRADUATION.

(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

It is the responsibility of the site principal to ensure that the following procedures, responsibilities, and criteria are followed. Grades for achievement shall be reported each grading period as follows:

Transitional Kindergarten Through Grade 6

Performance Level Marks

- 4 ~~Extending~~ EXCELLING – Students at the ~~Extending~~ EXCELLING level of performance ~~have an in-depth understanding of~~ ARE CONSISTENTLY PERFORMING AT GRADE LEVEL, CAN DEMONSTRATE INDEPENDENCE, AND CAN EXTEND the grade level performance standards, WHEN APPLICABLE expected at this point of the school year.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

- 3 Achieving – Students at the Achieving level of performance ~~are consistently meeting the~~ DEMONSTRATE AN ADEQUATE UNDERSTANDING OF AND ABILITY TO APPLY SKILLS NEEDED TO MEET grade level ~~performance~~ standards expected at this point of the school year.
- 2 Progressing – Students at the Progressing level of performance are partially meeting the grade level ~~performance~~ standards expected at this point in the school year.
- 1 Beginning/Standard Not Met – Students at the Beginning/Standard Not Met are not yet meeting the grade level ~~performance~~ standards expected at this point of the school year.

Performance level marks describe students' progress toward year-end standards.

Grades 7 Through 12

Course Content		Work Habits/Effort/Behavior	
A	90-100%	O	Outstanding
B	80-89%	S	Satisfactory
C	70-79%	N	Needs Improvement
D	60-69%	U	Unsatisfactory
F	0-59%		

Plus and minus signs may be used at the discretion of the teacher, but do not affect grade point average. The use of plus or minus signs for a grade of "F" serves no purpose and shall not be used. (Plus and minus signs only apply toward academic grades for students in grades 7 through 12.)

Marks for Citizenship and Effort**Grades Kindergarten Through 6**

The Performance Level Marks of 1 – 4 for Kindergarten through six (6) grades will be used by teachers to document a student's growth within the essential areas of 21st Century Learning on the section of the report card labeled 'habits for success'.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**Grades 7 Through 12**

Grades for citizenship and effort shall be reported each marking period as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement
- U Unsatisfactory

Incomplete (I)

An "I" refers to incomplete work as a result of extended illness or some circumstance which the teacher feels warrants an extension of time. Incomplete work must be made up within four (4) weeks unless an extension of time is recommended by the teacher.

Receiving an incomplete grade shall have no effect on a student's academic eligibility. If the resolution of an incomplete grade lowers the student's grade point average to below 2.0, the student shall be considered ineligible.

No Grade (NG)

A No Grade (NG) signifies that a student has not been enrolled long enough for a grade to be determined. A student who has been enrolled for at least one-half (1/2) of the grading period shall receive a grade.

Early Withdrawal

A student who withdraws from a class during the first three (3) weeks of the semester/trimester may do so without any entry on his/her permanent record. After the first three (3) weeks of the semester/trimester, withdrawal from a class may result in a withdrawal/failure (W/F) being entered on the student's transcript, unless otherwise decided by the principal or designee that extenuating circumstances exist, at which point a withdrawal/pass (W/P) may be given.

Grade Points**Grades 7 Through 12**

~~Electives, college preparation and honors courses are not weighted.~~ THE SUPERINTENDENT OR DESIGNEE SHALL DETERMINE THE METHODOLOGY TO BE USED IN CALCULATING STUDENTS' GRADE POINT AVERAGE (GPA), INCLUDING THE COURSES TO BE INCLUDED WITHIN THE GPA AND TO WHICH CLASSES EXTRA GRADE WEIGHTING SHALL BE APPLIED.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

Grades received in non-weighted courses will be computed on the following scale:

A - 4 grade points	D - 1 grade point
B - 3 grade points	F - 0 grade point
C - 2 grade points	

~~Advanced Placement~~ SOME courses at the high school level shall be weighted to reflect the more rigorous nature of ~~these~~ THOSE courses. Grades received in ~~these~~ WEIGHTED courses will be computed on the following scale:

A - 5 grade points	D - 1 grade point
B - 4 grade points	F - 0 grade point
C - 3 grade points	

All other courses will be computed on a 4-point scale.

Grade Criteria

Grades are based upon objective criteria. Teachers shall communicate their grading criteria to the site principal, parents/guardians and students at the beginning of the school year and/or beginning of each semester.

Students shall not receive any credit for a grade of "F".

The evaluation of each student's progress and achievement in each course will be the responsibility of the teacher for that course. When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher based on STUDENT ACHIEVEMENT IN MEETING THE REQUIREMENTS SPECIFIED IN California CURRICULUM frameworks, content standards, curriculum embedded and/or District assessments, and other relevant curriculum and instruction ~~measurements of achievement~~. This evaluation will be based on the following criteria for grades 7 through 12:

STANDARDS ALIGNED Assessments 60-75% of the final grade

OTHER Assignments ~~and class discussions~~ 25-40% of the final grade

A grade may be affected because of cheating. ~~A student who is found to be cheating shall receive a "1" (Grades TK through 6) or an "F" grade (Grades 7 through 12) on the assignment, project, test, or any other activity where the cheating occurred.~~

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**Makeup of Work Missed Because of Absence**

~~If the student makes no attempt to make up work missed due to absences/suspension or does not submit work within the specific time limit, a "1" (Grades TK through 6), an "F" grade (Grades 7 through 12), or no credit for grading purposes may be assigned.~~

Teachers who withhold class credit because of excessive unexcused absences shall so inform the class and parents/guardians in the written course syllabus at the beginning of the trimester/semester.

When an unexcused absence occurs, the student and parent/guardian shall again be notified of the District's policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of NOT SUBMITTING MAKE-UP WORK FOR unexcused absences, a comment to that effect will accompany the failing grade on the report card and will become part of the student's permanent record. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

Grade Notification

Keeping parents duly informed of their student's progress is the responsibility of each teacher. Whenever it becomes evident to a teacher that a student is in danger of failing a course and/or at any time a student's grade falls below 65% a teacher will notify parents by phone, mail, email, or conference. Teachers shall document this notification.

Teachers are encouraged to use a web-based grade book program to ensure that parents are kept abreast of their student's grades. Teachers are expected to update their grades at least weekly, which will enable parents to know when their student begins to fail a course.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

The refusal of the parent/guardian to attend the conference or to respond to the written or weekly updates shall not preclude failing the pupil at the end of the grading period.

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6020 - Parent Involvement)

In an effort to increase student achievement, it is important for students and parents/guardians to know what skills the student has mastered and those that the student has not yet mastered. To this end, the teacher shall provide for a review of all exams/tests/quizzes with the students during class and/or with parents/guardians during a scheduled parent conference. All recorded student work, including but not limited to homework, written reports, and projects, will be appropriately graded, and returned to the student in a timely manner. Exams, tests, and quizzes, except for District or state mandated tests are, to be returned to the student.

Teachers shall provide parent(s) or guardian(s) the opportunity to have a conference to discuss the student's achievement regarding progress made in the courses of study, work habits/effort, citizenship/behavior and achievement in passing minimum proficiency standards as per Education Code 51216.

GRADES FOR PHYSICAL EDUCATION AND ACTIVITY

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, due to circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

STUDENT PERFORMANCE IN HIGH SCHOOL PHYSICAL EDUCATION COURSES SHALL BE BASED UPON EVALUATION OF THE STUDENT'S INDIVIDUAL PROGRESS, ATTAINMENT OF GOALS IN EACH INSTRUCTIONAL AREA, TESTS DESIGNED TO DETERMINE SKILL AND KNOWLEDGE, AND PHYSICAL PERFORMANCE TESTS. (5 CCR 10060)

HIGH SCHOOL STUDENTS USING INTERSCHOLASTIC ATHLETIC PARTICIPATION TO FULFILL PHYSICAL EDUCATION REQUIREMENTS, AS AUTHORIZED BY EDUCATION CODE 51242, MAY BE GRADED ON THIS PARTICIPATION PROVIDED A TEACHER CREDENTIALLED TO TEACH PHYSICAL EDUCATION SUPERVISES THIS PARTICIPATION AND ASSIGNS THE GRADE.

(cf. 6145.2 - Athletic Competition)

GRADES FOR COLLEGE COURSES

WHEN THE DISTRICT HAS APPROVED A STUDENT TO RECEIVE DISTRICT CREDIT FOR COURSEWORK COMPLETED AT A COMMUNITY COLLEGE OR

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

FOUR-YEAR COLLEGE, HE/SHE SHALL RECEIVE THE SAME LETTER GRADE AS IS GRANTED BY THE COLLEGE.

Grade Changes

The grade given at the completion of a course shall be final, except where clear evidence exists for clerical or mechanical error, fraud, bad faith, or incompetency as per Education Code 49066.

In the unusual case of extended illness, family bereavement, or other excusable reasons (as per Board Policy 5113) where a grade has been issued prior to the expiration of the allowable makeup period, a grade change may be appropriate to reflect timely submission of makeup assignments.

In the event a grade change is necessary, the teacher assigning the original grade shall make the change using the same grading standards originally established and communicated.

A grade change may not be made as the result of coercion by any person(s) or to make a student eligible for extra/co-curricular activities, class ranking, or award.

Any change of grade shall be accomplished within one semester following the date of notification of the original grade. Any request by a teacher for a grade change shall be personally approved by the principal or his/her designee.

Documentation for all grade changes shall be maintained on the appropriate form as part of the school's records.

Appeal of Grade Assignment

If a student or parent/guardian feels a grade has been unfairly or inappropriately assigned, the first appeal should be made to the teacher who issued the grade and should focus on the teacher's established and communicated grading criteria.

If the issue cannot be resolved by a conference with the teacher, the parent may request a meeting with the principal. At such meeting, the teacher shall also be present.

If the issue is still unresolved, an appeal in writing shall be made to the Superintendent or his/her designee.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)

Any challenge to a grade awarded by a teacher shall be made within one semester following the date of notification of the original grade. Progress report grades shall not be subject to appeal.

The appeal shall specifically describe how the teacher's established grading system was unfairly or inappropriately applied to the student.

To assist in making a determination, the Superintendent or Board of Education may convene a hearing panel. (Education Code 49071) The panel will be comprised of a principal of a school other than the school at which the student's record is on file, a certificated employee appointed by the bargaining unit, and a parent appointed by the Superintendent or Board of Education. (Education Code 49071)

In a closed session, the panel will hear the testimony of both the parent and the teacher. These presentations will be heard separately. (Education Code 49071)

When a student grade is challenged, the teacher who gave the grade shall be given an opportunity to state orally, in writing, or both, the reasons for which the grade was given. Insofar as practicable, he/she shall be included in all discussions relating to any grade change. In the absence of clerical or mechanical error, fraud, bad faith or incompetency, the student's grade as determined by the teacher shall be final. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

Written findings will be forwarded to the Superintendent. (Education Code 49071)

Grade Records

The student's progress report form shall be used to provide a record of the student's progress. The permanent record card (report card) shall be filed in the student's cum folder.

Teachers shall provide parent(s) or guardian(s) the opportunity to have a conference to discuss the student's achievement regarding progress made in the courses of study, work habits/effort, citizenship/behavior and achievement in ~~passing minimum proficiency~~ MAKING PROGRESS TOWARDS MEETING standards as per Education Code 51216.

~~With the approval of the site principal or designee, a student may repeat a course in order to raise his/her grade. The student shall receive core credit for taking the course only once. It is the principal's responsibility to ensure that both grades received are entered on the student's transcript and the grade point average is computed using only the highest grade achieved in the repeated class.~~

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**Repeating Classes**

A student may repeat a course and receive (either elective or core credit depending on the original grade) credit towards graduation for the following reasons:

1. Meet college entrance requirements
2. Recommended by a teacher or counselor
3. Required to repeat a semester for intervention/remediation purposes
4. Meet CVUSD GPA graduation requirements

Supplemental Instruction Grading

Students who earned a "D" or "F" in a course may repeat the course in which the "D" or "F" was earned via supplemental instruction. Students who receive a failing (F) grade in via supplemental instruction will have No Grade (NG) entered on their transcript.

Alternative School Grading

A student who enters an alternative program as a senior will be expected to remain in the alternative program through graduation. Any senior student who achieves a 2.0 GPA and is on track to graduate, and who believes that special circumstances warrant a return to his/her comprehensive high school at the end of the first semester of the senior year, may appeal in writing to the Deputy Superintendent or designee at least four weeks prior to the end of the first semester.

The appeal shall state the special circumstances that warrant consideration. If the student is not yet eighteen (18) years of age, the parents/guardians may appeal on behalf of the student.

The Deputy Superintendent or designee shall, within fifteen (15) working days of receipt of the appeal, convene a hearing panel to consider the appeal. The panel shall consist of the Deputy Superintendent or designee, the Director of Alternative Education, the principal or designee of Buena Vista High School, principal of a high school other than the receiving high school, and the principal or designee of the receiving comprehensive high school.

The student and his/her parent or guardian may be required to attend the meeting. The decision of that panel is final. Within five (5) days of the hearing, the Deputy Superintendent or designee shall inform the student and/or the appealing parent/guardian of the panel's decision.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (cont.)**Grading for Students with Disabilities**

No student in any school shall be excluded from participation in or otherwise treated differently in the selection process for the honor roll or other award program solely because the student has a disability or participates in a program or service for students with disabilities.

Grading of English Learner Students

Each English Learner shall receive a grade in course content in the same manner consistent with general education students. Title VI of the Civil Rights Act of 1964 prohibits “discrimination on the basis of race, color or national origin” and prohibits schools from “providing services or other benefits that are different or in a different manner.

~~No Child Left Behind (NCLB) Act of 2001 considers English Learners who have been in U.S. public school for less than twelve months as newcomers. Therefore, only English Learners who have been in U.S. public school for less than 12 months are exempt from receiving~~ MAY BE ELIGIBLE FOR a grade in course content with a grade of no mark (NM).

No student in any school shall be excluded from participation in or otherwise be treated differently in the selection process solely because of the student’s English Learner status or participation in a program or service for English Learners.

Chino Valley Unified School District

Regulation approved: January 23, 1997

Revised: August 10, 2000

Revised: July 16, 2009

Revised: September 2, 2010

Revised: June 2, 2011

Revised: May 19, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 18, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: VICE PRESIDENT CHRISTINA GAGNIER'S REQUEST TO REVIEW POTENTIAL REDUCTIONS TO THE 2020/2021 BOARD OF EDUCATION OPERATING BUDGET

=====

BACKGROUND

At the June 2, 2020 Board of Education budget study session, Vice President Christina Gagnier requested that the Board review potential reductions to its operating budget in light of uncertain state and federal funding for the 2020/2021 school year.

RECOMMENDATION

It is recommended the Board of Education discuss Vice President Christina Gagnier's request to review potential reductions to the 2020/2021 Board of Education operating budget.

FISCAL IMPACT

To be determined.