



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

July 15, 2021

BOARD OF EDUCATION

Donald L. Bridge
Andrew Cruz
Christina Gagnier
James Na
Joe Schaffer

SUPERINTENDENT

Norm Enfield, Ed.D.

5130 Riverside Drive. Chino. California 91710
www.chino.k12.ca.us

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive, Chino, CA 91710
REGULAR MEETING OF THE BOARD OF EDUCATION
5:15 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
July 15, 2021

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

Face coverings that cover the mouth and nose are optional for fully vaccinated individuals, but required for unvaccinated individuals.

Board of Education meetings will continue to be live streamed on the District's YouTube channel at https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:15 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (10 minutes)
- b. Public Employee Discipline/Dismissal/Release (Government Code 54957): (5 minutes)
- c. Public Employee Appointment (Government Code 54957): Director, Access and Equity; Elementary School Principals; Elementary School Assistant Principals; and High School Assistant Principals. (5 minutes)
- d. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (15 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

The proceedings of this meeting are being recorded.

- I.C. STAFF REPORT
 - 1. Measure G Update
- I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES
- I.E. COMMENTS FROM THE AUDIENCE ON ITEMS NOT ON THE AGENDA
- I.F. CHANGES AND DELETIONS

II. ACTION

II.A. ADMINISTRATION

II.A.1. Presentation Followed by Public Hearing Regarding the Transition to By-Trustee Area Elections and Four Proposed Trustee Area Maps
Open Hearing _____
 Page 9 Closed Hearing _____
 Recommend the Board of Education conduct a public hearing following a presentation regarding the transition to by-trustee area elections and four proposed trustee area maps.

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

II.B.1. Application for Funding Consolidated Application for the 2021/2022 School Year
Motion ____ Second ____
 Page 10 Vote: Yes ____ No ____
 Recommend the Board of Education approve the Application for Funding Consolidated Application for the 2021/2022 school year.

II.C. FACILITIES, PLANNING, AND OPERATIONS

II.C.1. Approval of Purchase and Sale Agreement, and Joint Escrow Instructions for the Purchase of Land for Preserve School #2
Motion ____ Second ____
 Page 21 Vote: Yes ____ No ____
 Recommend the Board of Education approve the Purchase and Sale Agreement, and Joint Escrow Instructions for the Purchase of Land for Preserve School #2.

II.D. HUMAN RESOURCES

II.D.1. Compensation Increase for Administrative Substitute Services Motion ___ Second ___
Page 123

Recommend the Board of Education approve the compensation increase for substitute services for administrative employees. Vote: Yes ___ No ___

III. CONSENT

Motion ___ Second ___

Vote: Yes ___ No ___

III.A. ADMINISTRATION

III.A.1. Minutes of the June 17, 2021 Regular Meeting

Page 124 Recommend the Board of Education approve the minutes of the June 17, 2021 regular meeting.

III.A.2. Revision of Bylaws of the Board 9150—Student Board Members

Page 136 Recommend the Board of Education approve the revision of Bylaws of the Board 9150—Student Board Members.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 140 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 141 Recommend the Board of Education approve/ratify the 2021/2022 applications to operate fundraising and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 143 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 153 Recommend the Board of Education accept the donations.

III.B.5. Legal Services

Page 155 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and The Tao Firm.

III.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**III.C.1. School-Sponsored Trips**

Page 156 Recommend the Board of Education approve/ratify the following school-sponsored trips for Butterfield Ranch ES; Country Springs ES; Liberty ES; Litel ES; Rhodes ES; Rolling Ridge ES; and Chino Hills HS.

III.C.2. 2021/2022 Expulsion Hearing Administrative Panel

Page 158 Recommend the Board of Education approve the 2021/2022 Expulsion Hearing Administrative Panel.

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

Page 160 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 161 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

Page 170 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.

III.D.4. Resolutions 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, and 2021/2022-05 for Authorization to Utilize Piggyback Contracts

Page 179 Recommend the Board of Education adopt Resolutions 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, and 2021/2022-05 for Authorization to Utilize Piggyback Contracts.

III.D.5. Change Order and Notice of Completion for CUPCCAA Projects

Page 191 Recommend the Board of Education approve the Change Order and Notice of Completion for CUPCCAA Projects.

III.D.6. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements

Page 199 Recommend the Board of Education award Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements to Moreno Valley Construction dba M.V.C. Enterprises, Inc., and RC Construction Services, Inc.

III.D.7. Bid 20-21-16F, District White Fleet Security Vehicles

Page 200 Recommend the Board of Education award Bid 20-21-16F, District White Fleet Security Vehicles to Penske Chevrolet, Cerritos.

III.D.8. Bid 21-22-01F, District-Wide Asphalt Repairs

Page 201 Recommend the Board of Education award Bid 21-22-01F, District-wide Asphalt Repairs to Premier Paving, Inc.

- III.D.9. Bid 21-22-02F, Townsend JHS Slope Renovation—Landscaping**
Page 202 Recommend the Board of Education award Bid 21-22-02F, Townsend JHS Slope Renovation—Landscaping to Conserve LandCare.
- III.D.10. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 1)**
Page 203 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, H (BP 1).
- III.D.11. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 2)**
Page 204 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 2).
- III.D.12. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 3)**
Page 205 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 3).
- III.D.13. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 4)**
Page 206 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 4).
- III.D.14. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 5)**
Page 207 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 5).
- III.D.15. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 6)**
Page 208 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 6).
- III.D.16. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 7)**
Page 209 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 7).
- III.D.17. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 8)**
Page 210 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 8).
- III.D.18. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 9)**
Page 211 Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 9).

III.D.19. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 10)

Page 212

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 10).

III.D.20. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 11)

Page 213

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 11).

III.D.21. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 12)

Page 214

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 12).

III.D.22. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 13)

Page 215

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 13).

III.D.23. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 14)

Page 216

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 14).

III.D.24. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 15)

Page 217

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 15).

III.D.25. Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 16)

Page 218

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-29F, Ayala HS Alterations Phase 2—Buildings B, F, and H (BP 16).

III.D.26. Notice of Completion for Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement

Page 219

Recommend the Board of Education approve the Notice of Completion for Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 220

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

III.E.2. Revision to the McKinney Vento Grant Program Manager Job Description

Page 227

Recommend the Board of Education approve the revision to the McKinney Vento Grant Program Manager job description.

III.E.3. Memorandum of Understanding for Tuition Discount with California Baptist University

Page 232

Recommend the Board of Education approve the memorandum of understanding for tuition discount with California Baptist University.

IV. INFORMATION

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

IV.A.1. 2020/2021 Second Semester Student Expulsion Report

Page 236

Recommend the Board of Education receive for information the 2020/2021 Second Semester Expulsion Report.

IV.A.2. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April Through June 2021

Page 240

Recommend the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2021.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Annual Report Per Board Policy 3470 Debt Issuance and Management

Page 242

Recommend the Board of Education receive for information the annual report required per Board Policy 3470 Debt Issuance and Management.

IV.B.2. Revision of Administrative Regulation 7211 Facilities—Developer Fees

Page 248

Recommend the Board of Education receive for information the revision of Administrative Regulation 7211 Facilities—Developer Fees.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
**SUBJECT: PRESENTATION FOLLOWED BY PUBLIC HEARING REGARDING
THE TRANSITION TO BY-TRUSTEE AREA ELECTIONS AND FOUR
PROPOSED TRUSTEE AREA MAPS**

=====

BACKGROUND

The Board of Education will conduct a public hearing in accordance with Elections Code section 10010 to receive and consider input regarding the transition to by-trustee area elections and four proposed trustee area maps to be used in the event the Board approves a transition to by-trustee area elections pursuant to Education Code sections 5019 and 5020. The Board invites public testimony regarding this matter.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing following a presentation regarding the transition to by-trustee area elections and four proposed trustee area maps.

FISCAL IMPACT

None.

NE:pk

Chino Valley Unified School District

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation and Support
SUBJECT: APPLICATION FOR FUNDING CONSOLIDATED APPLICATION FOR THE 2021/2022 SCHOOL YEAR

=====

BACKGROUND

The California Department of Education requires that school districts annually indicate in which categorical programs participation will occur during the following school year. The application contains assurances indicating that the LEA will comply with the legal requirements of each program in order to supplement the regular educational programs provided by the District. The application becomes part of the entitlement funding process for all districts.

The submission of an application for funding of consolidated categorical programs indicates the District's intention to participate in various categorical programs and provides assurances that the program guidelines will be met. For the 2021/2022 school year, the District will be participating in the following programs: Title I Part A (Basic Grant), Title II Part A (Teacher Quality), Title III Part A Immigrant, and Title III Part A LEP, and Title IV Part A (Academic Enrichment).

Approval of this item supports the goals identified within the District's Strategic Plan described in the LEA Plan Addendum.

RECOMMENDATION

It is recommended the Board of Education approve the Application for Funding Consolidated Application for the 2021/2022 school year.

FISCAL IMPACT

Entitlement determined by approval of the State budget.

NE:LF:gks

2021-22 Certification of Assurances


Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Lea Fellows
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent of Curriculum, Instruction, Innovation and Support
Authorized Representative's Signature Date	06/30/2021

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Lea Fellows
Authorized Representative's Title	Assistant Superintendent of Curriculum, Instruction, Innovation and Support
Authorized Representative's Signature Date	06/30/2021
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/05/2017
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Lea Fellows
Authorized Representative's Title	Assistant Superintendent of Curriculum, Instruction, Innovation and Support

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/15/2021
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Luz Coronel
DELAC review date	04/13/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.chino.k12.ca.us/Page/46579
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
---	-----

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
 Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	2,492
Estimated English learner student program allocation	\$314,615

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$500
Program and other authorized activities	\$500
English Proficiency and Academic Achievement	\$301,536
Parent, family, and community engagement	\$1,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$11,079
Total budget	\$314,615

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$157.20
Estimated immigrant student count	678
Estimated immigrant student program allocation	\$106,582

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$102,830
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$3,752
Total budget	\$106,582

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2021-22 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

DE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Kina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

Page 15 of 21

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- (1): meaningful consultation occurred
- (2): timely and meaningful consultation did not occur
- (3): the program design is not equitable with respect to eligible private school children
- (4): timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Chino Valley Christian Academy	7092638	106	N				N
City of Knowledge	7087141	181	Y	Y	Y	Y1	Y
teights Christian Schools, Chino Hills	7094477	168	Y	Y	Y	Y1	N
oving Savior Lutheran School	7089006	291	Y	Y	Y	Y1	N
St. Margaret Mary	6975148	303	Y	Y	Y	Y1	N
ICTORY BAPTIST ACADEMY	6154652	28	Y	Y	Y	Y1	N

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT, AND JOINT ESCROW INSTRUCTIONS FOR THE PURCHASE OF LAND FOR PRESERVE SCHOOL #2

=====

BACKGROUND

In 2019, the District began negotiations with the Chino Holding Company (Lewis Development) for the purchase of 12 acres of real property located in the City of Chino for Preserve School #2. On June 30, 2021, Lewis Development signed the Purchase and Sale Agreement and Joint Escrow Instructions.

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

RECOMMENDATION

It is recommended that the Board of Education approve the Purchase and Sale Agreement, and Joint Escrow Instructions for the Purchase of Land for Preserve School #2.

FISCAL IMPACT

To be determined, based on Fair Market Value as determined by Appraisal Process, Measure G Fund 21, and Developer Fees Fund 25.

NE:GJS:pw

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Between

CHINO VALLEY UNIFIED SCHOOL DISTRICT

and

CHINO HOLDING COMPANY, LLC

Effective Date: July __, 2021

Table of Content

1. PURCHASE AND SALE OF PROPERTY.....	2
1.1. Agreement to Purchase.....	2
1.2. Amount of Purchase Price.	2
1.3. Payment of Purchase Price.	3
1.4. Deposits.....	3
1.5. Independent Contract Consideration.....	3
2. INSPECTIONS AND REVIEW.....	4
2.1. Delivery of Due Diligence Materials.....	4
2.2. Inspections.....	4
2.3. Disapproval/Termination.....	4
2.4. Title Review.....	5
3. ESCROW.....	5
3.1. Opening of Escrow.	5
3.2. Close of Escrow; Closing Date.....	6
3.3. Escrow Instructions.....	6
3.4. Deliveries by Seller.	6
3.5. Deliveries by Buyer.	6
3.6. Closing, Recording and Disbursements.	6
3.7. Payment of Costs.....	7
4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.....	7
4.1. Conditions to Buyer’s Obligations.....	7
4.2. Conditions to Seller’s Obligations.	10
4.3. Satisfaction of Conditions.	10
4.4. Waiver.	10
4.5. Termination.	10
4.6. REMEDIES/LIQUIDATED DAMAGES.....	11
5. SELLER IMPROVEMENT OBLIGATIONS; REPRESENTATIONS AND WARRANTIES; BROKERAGE COMMISSIONS.....	12
5.1. Seller Improvements.....	12
5.2. Seller’s Representations and Warranties.....	14
5.3. Buyer’s Representations and Warranties.	15
5.4. Brokerage Commissions.....	15
5.5. Intentionally Deleted.....	16
5.6. District Preserve School 2 Development Restrictions/Requirements.....	16

5.7.	No Opposition to Seller’s Future Development Plans.	16
5.8.	NPDES.	16
5.9.	District Perimeter Fence Construction.	17
6.	AS IS/ BUYER’S WAIVER/RELEASE/BUYER INDEMNITY.	17
7.	MISCELLANEOUS.	19
7.1.	Costs of Conveyance.	19
7.2.	Attorneys’ Fees; Litigation.	19
7.3.	Notices.	19
7.4.	Authority.	20
7.5.	Execution in Counterpart.	21
7.6.	Assignment.	21
7.7.	Third Party Beneficiaries..	21
7.8.	Binding on Heirs.	21
7.9.	Time of the Essence..	21
7.10.	Condemnation.	21
7.11.	Entire Agreement, Waivers and Amendments.	21
7.12.	Exhibits/Schedules.	21
7.13.	Effect of Recitals.	22
7.14.	Section References.	22
7.15.	Severability.	22
7.16.	Interpretation: Governing Law.	22
7.17.	Covenants to Survive Escrow.	22
7.18.	Conflicts of Interest.	22
7.19.	Nondiscrimination.	22
7.20.	Rights and Remedies are Cumulative.	22
7.21.	Provisions Required by Law Deemed Inserted.	23
7.22.	Cooperation.	23
7.23.	Force Majeure.	23

AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into this ___ day of July, 2021 (“**Effective Date**”) by and between CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California (“**Buyer**” and/or “**District**” depending on context) and CHINO HOLDING COMPANY, LLC, a Delaware limited liability company (“**Seller**”). District and Seller are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

A. Seller is the owner in fee, of that certain real property consisting of approximately 12 acres of land located within the “The Preserve Specific Plan” (the “**Preserve SP**”) in the City of Chino (“**City**”), County of San Bernardino (“**County**”), State of California, which can be identified as a portion of Assessor Parcel Numbers (APN) 1057-181-35-0, and as more particularly described in the metes and bounds description attached to this Agreement as **Exhibit “A,”** incorporated herein by reference (the “**Land**”).

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by Seller in connection with the Land (collectively, the “**Property**”).

C. Buyer intends to evaluate and purchase the Property for the construction of a K-8 school and other public school facilities (the “**Preserve School 2**”). Prior to the purchase of the Property, Buyer must complete its evaluation including, but not limited to, required studies and feasibility analysis of the Property for its intended use, and comply with California Education Code requirements for the acquisition of a school site.

D. Seller acknowledges that the Buyer is a public agency that can use its power of eminent domain to obtain title to the Property and Seller has entered into this Agreement as an alternative to eminent domain proceedings.

E. The Property has not been subdivided by the recordation of a parcel map or final map as a separate legal parcel under the Subdivision Map Act but will be acquired by Buyer by the metes and bounds description in **Exhibit “A”** in accordance with the exemption to the Subdivision Map Act for the conveyance of land to a public entity set forth in California Government Code Section 66426.5. No further action is required by the Parties under the Subdivision Map Act for Seller’s conveyance of the Property to District.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **PURCHASE AND SALE OF PROPERTY.**

1.1. **Agreement to Purchase.** Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2. **Amount of Purchase Price.** The purchase price which Seller agrees to accept and Buyer agrees to pay for the Property, inclusive of any improvements thereon, shall be the fair market value of the Property as determined by the appraisal process set forth in Section 1.2.1 below (the "**Purchase Price**"). The Purchase Price paid by Buyer to Seller is all-inclusive of Seller's interest in the Property and any rights or obligations which exist or may arise out of the acquisition of the Property, including without limitation Seller's fee interest in the land and any improvements located thereon, severance damages, relocation expenses, loss of business goodwill, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by Buyer.

1.2.1. **Appraisal Process.** Seller shall engage Robert Bell and Steve Calandra, licensed MAI appraisers with CBRE Valuation and Advisory Services ("**Appraiser**"), to prepare an appraisal of the Property ("**Appraisal**"). The Appraiser shall prepare the Appraisal for the Property in accordance with the appraisal instructions set forth in **Exhibit "B"** ("**Appraisal Instructions**"). Seller shall be responsible for the costs of the Appraisal. The Appraisal valuation date shall be no earlier than June 15 2021. Within ten (10) calendar days after receipt of the completed Appraisal, Seller shall deliver a copy of the Appraisal to Buyer. Within twenty (20) calendar days after receipt of the Appraisal, Buyer shall notify Seller in writing if it accepts or rejects the Appraisal and those reasons for such rejection. If Buyer accepts the Appraisal the appraised value shall be the Purchase Price of the Property. If Buyer rejects the Appraisal, Buyer shall engage a second licensed MAI appraiser ("**Buyer Appraiser**") to prepare a second appraisal of the Property ("**Buyer Appraisal**") within thirty (30) calendar days after it provides its written rejection to Seller. Buyer shall provide the Buyer Appraiser a copy of the Appraisal Instructions and the Buyer Appraiser shall prepare the Buyer Appraisal in accordance with the Appraisal Instructions. Buyer shall be responsible for the costs of the Buyer Appraisal. Within ten (10) calendar days after receipt of the completed Buyer Appraisal, Buyer shall deliver a copy of the Buyer Appraisal to Seller. Within twenty (20) calendar days after receipt of the Buyer Appraisal, Seller shall notify Buyer in writing if it accepts or rejects, the Appraisal; provided, however, if the Appraisal and the Buyer Appraisal have values for the Property that are within ten percent (10%) of each other, then the Purchase Price shall automatically be deemed the value that is the middle of the Appraisal and the Buyer Appraisal. If Seller accepts the Buyer Appraisal, then the Buyer appraised value shall be the Purchase Price of the Property. If Seller rejects the Buyer Appraisal, it shall, after so notifying Buyer, then notify the Appraiser and the Buyer Appraiser and collectively the Appraiser and the Buyer Appraiser shall, within ten (10) calendar days, select a third licensed MAI appraiser from the list of preapproved MAI Appraisers to be agreed upon by the Parties and attached hereto as **Schedule "1"** ("**Third Appraiser**") during the Due Diligence

Period, to prepare the analysis of the Appraisal and Buyer Appraisal and determine which appraisal best reflects the value of the Property in accordance with the Appraisal Instructions (“**Final Determination**”). The Final Determination shall be made within twenty (20) calendar after Seller rejects the Buyer Appraisal and notifies the Appraiser and Buyer Appraiser. The appraised value in either the Appraisal or the Buyer Appraisal as selected by the Final Determination shall be the Purchase Price of the Property. The Final Determination shall be binding on both Parties. Any costs associated with hiring the Third Appraiser to make the Final Determination shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

1.3. Payment of Purchase Price. No later than 1:00 p.m. on the business day preceding the Closing Date, as defined in Section 3.1, or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price.

1.4. Deposits. The next business day after the Opening of Escrow under Section 3.1, Buyer shall place into Escrow the initial deposit of Five Thousand Dollars (\$5,000.00) (the “**Initial Deposit**”). Provided that this Agreement has not been terminated in accordance with Article 2 below, immediately following the expiration of the Due Diligence Period, Buyer shall place into Escrow that amount, which together with the Initial Deposit, equals nineteen percent (19%) of the Purchase Price (the “**Additional Deposit**”). The Initial Deposit and Additional Deposit are collectively referred to as the “**Deposit**.” The Deposit shall be non-refundable to Buyer except in the event of a breach of this Agreement by Seller or as otherwise expressly provided in this Agreement.

1.4.1. Deposit Applicable to Purchase Price. At the time the Buyer deposits with Escrow Holder the Purchase Price, the Deposit, including all interest accrued thereon, shall be applicable to the Purchase Price, subject to refund to Buyer if Seller subsequently defaults or there is a substantial failure of a closing condition benefitting Buyer.

1.4.2. Release of Deposit. Escrow Holder is instructed by Seller and Buyer to release the Deposit to Seller the next business day after its placement into Escrow by Buyer. Until its release to Buyer, the Deposit shall be kept on deposit by Escrow Holder in a federally insured State or national Bank interest-bearing account.

1.4.3. Interest. All interest earned on the Deposit while in Escrow shall accrue for the benefit of the Buyer.

1.5. Independent Contract Consideration. Concurrently with the mutual execution of this Agreement, Buyer shall deliver to Seller the amount of ONE HUNDRED DOLLARS (\$100.00) as independent consideration (“**Independent Contract Consideration**”) for Seller’s execution of this Agreement and agreement to sell the Property to Buyer on and subject to the terms and conditions of this Agreement, including, without limitation, the grant to Buyer of the right to conduct its due diligence investigation of the Property and the grant to Buyer of the right to terminate this Agreement in connection with such due diligence investigation. The Independent Contract Consideration is applicable to the Purchase Price, but shall be retained by the Seller in the event of any termination of this agreement notwithstanding any other provisions in this Agreement.

2. INSPECTIONS AND REVIEW.

2.1. Delivery of Due Diligence Materials. Prior to the Effective Date, Seller has or shall deliver to District copies of those documents, reports, agreements, or other items in its possession or control relating to the Property listed on Schedule “2” attached, including, without limitation, all of the following (to the extent listed on Schedule “2”): (i) all licenses, leases, and permits affecting or relating to the ownership, subdivision, possession or development of the Property or the construction of improvements thereon, and all amendments and modifications thereto; (ii) applications and correspondence or other written communications to or from any governmental entity, department or agency other than District regarding any permit, approval, consent or authorization with respect to the development of the Property or the construction of improvements thereon; (iii) the most recent survey, if any, pertaining to the Property or any portion thereof; and (iv) soils reports, engineering data, environmental reports, and other data or studies pertaining to the physical condition of the Property or any portion thereof (collectively, the “**Due Diligence Materials**”).

2.2. Inspections. Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto the Property from and after the Effective Date of this Agreement through and including August 31, 2021 (the “**Due Diligence Period**”) for purposes of (i) examining, inspecting and investigating the Property including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and, at Buyer’s sole and absolute discretion, determining whether the Property is acceptable to Buyer. Buyer shall, in a timely manner, repair any and all damage to the Property caused by such inspections or investigations, and (ii) satisfy, at Buyer’s sole cost and expense, the Buyer closing conditions set forth in Sections 4.1.5 and 4.1.6. Buyer shall indemnify and hold Seller harmless from all damage, liability, cost, expense, liens, personal injury, property damage, loss or other claim that may arise from or in connection with such entry onto the Property by Buyer, and its agents, consultants, engineers, and other professionals during the Due Diligence Period. Buyer shall notify Seller, in writing, at least three (3) business days before conducting any soils or other invasive testing. Buyer shall also notify Seller verbally if Buyer’s investigation and testing discovers any hazardous or toxic materials, archeological artifacts or endangered species and shall obtain Seller’s consent before including such findings in any written report or disclosing such information to any third party. Buyer and Seller have previously executed that certain “License Agreement” dated November 4, 2020 (the “**License**”) that provided Buyer with access to the Property prior to the Effective Date for the purposes set forth in this Section 2.2. The terms of that License are incorporated into this Section 2.2 by this reference; if there is any inconsistency between the terms of this Section 2.2 and the License, the License shall control.

2.3. Disapproval/Termination. District shall notify Seller and Escrow Holder in writing (“**District’s Due Diligence Notice**”) on or before the expiration of the Due Diligence Period of District’s approval or disapproval of the Due Diligence Materials, the condition of the Property and District’s investigations with respect thereto. District’s disapproval of any of said items shall constitute District’s election to terminate this Agreement and cancel the Escrow whereupon this Agreement and the Escrow shall be deemed terminated, the Initial Deposit shall be returned to Buyer, and neither Party shall have any further rights or obligations herein except those obligations

that expressly survive such termination (the “**Surviving Obligations**”). District’s failure to deliver District’s Due Diligence Notice on or before the expiration of the Due Diligence Period shall be conclusively deemed District’s disapproval thereof.

2.4. Title Review. Escrow Holder has provided Seller and Buyer with a copy of the preliminary title report for the Property, attached hereto as Exhibit “G”, together with copies of all written instruments creating the exceptions specified therein, and a plat map plotting all easements specified therein (collectively, the “**Title Report**”). Within thirty (30) days after the Effective Date, District shall notify Seller in writing (“**District’s Objection Notice**”) of any objections District may have to the title exceptions contained in the Title Report. District’s failure to provide Seller with a District’s Objection Notice within said period shall constitute District’s disapproval of all exceptions to title shown on the Title Report. Seller shall have a period of ten (10) business days after receipt of District’s Objection Notice in which to deliver written notice to District (“**Seller’s Title Notice**”) of Seller’s election to either (i) agree to remove or cure the objected to items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions. Seller’s failure to deliver the Seller’s Title Notice shall be deemed to be Seller’s election under (ii) above. If Seller makes that election not to remove and cure the objected to items, District shall have the right, by written notice delivered to Seller within ten (10) business days after Seller’s election to either terminate the Agreement, whereupon this Agreement and the Escrow shall be deemed terminated, the Initial Deposit shall be returned to Buyer and neither Party shall have any further rights or obligations herein except the Surviving Obligations, or to agree to accept the Property subject to the objected to items, in which event District shall take title at the Close of Escrow subject to such objected to items without any adjustment to or credit against the Purchase Price. Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, or adds any new requirement that will materially interfere with Buyer’s future use of the Property for school purposes (a “**Material Supplemental Exception**”), the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that District’s initial period to review and approve or disapprove of any such Material Supplemental Exception by delivery of a District Objection Notice to Seller shall be limited to five (5) business days following District’s and District’s attorney’s receipt of the instrument(s) creating such additional exceptions. Buyer’s failure to deliver written notice to Seller accepting the Property subject to the objected to items within that 10-business day period (or 5-business day period in the case of a Material Supplemental Exception) shall be deemed to constitute Buyer’s election to terminate the Agreement. Termination shall be subject to the conditions of Section 4.5 and 4.6.3.

3. ESCROW.

3.1. Opening of Escrow. Within five (5) business days following the execution of this Agreement by Buyer and Seller, the Parties shall open an escrow (the “**Escrow**”) with Fidelity National Title Company (“**Escrow Holder**”), located at 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, attention Brenna Ryan, Escrow Officer, (949) 221-4763 (phone), Brenna.Ryan@fnf.com (email), by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (the “**Opening of Escrow**”). Escrow Holder shall provide each of the parties in Section 7.3 with written confirmation of the date of the Opening of Escrow. Fidelity National Title and Escrow Company shall also provide title insurance services

related to this Agreement.

3.2. Close of Escrow; Closing Date. Escrow shall close on the date that is five (5) business days after the later of (i) expiration of the Due Diligence Period or (ii) that date on which the last of the conditions to closing described in Sections 4.1.5, 4.1.6 and 4.1.7 below have been satisfied (the “**Closing Date**”) but no later than June 30, 2022 (the “**Outside Closing Date**”). The terms the “Close of Escrow,” and/or the “Closing” are used herein to mean the date the Grant Deed (as the term is defined in Section 3.4 herein) is recorded in the Office of the County Recorder of San Bernardino, California. Possession of the Property shall be delivered to Buyer at the Close of Escrow free and clear of all tenancies, lessees, occupants, licensees, and all possessory rights of any kind or nature, except for any Permitted Exceptions, as set forth and defined in Section 4.1.3 herein.

3.3. Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s standard instructions, this Agreement shall prevail.

3.4. Deliveries by Seller. No later than 1:00 p.m. (Pacific Standard Time) on the business day preceding the Closing Date, Seller shall deliver to Escrow Holder:

- (a) a grant deed in the form of Exhibit “C” attached to this Agreement (the “**Grant Deed**”) conveying to Buyer fee simple title to the Property, duly executed and acknowledged by Seller;
- (b) a certificate of non-foreign status in the form attached hereto as Exhibit “E” and California Franchise Tax Board Form 590-RE, each executed by Seller;
- (c) any and all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller’s portion of prorations, if any.

3.5. Deliveries by Buyer. No later than 1:00 p.m. (Pacific Standard Time) on the business day preceding the Closing Date, Buyer shall deliver to Escrow Holder:

- (a) the Purchase Price less any payments made, if any;
- (b) a Public Agency Certificate of Acceptance (the “**Agency Certificate**”) in the form attached hereto as Exhibit “D”;
- (c) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees and Buyer’s portion of prorations, if any.

3.6. Closing, Recording and Disbursements. On or before the Closing Date, and when

all of the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.6.

3.6.1. Recording. Escrow Holder shall cause the Grant Deed, with the Agency Certificate attached to the Deed, to be recorded in the Official Records of San Bernardino County, California, in that order.

3.6.2. Disbursement of Funds. Escrow Holder shall disburse to Seller the Purchase Price, less prorations chargeable to Seller, if any.

3.6.3. Title Policy. Escrow Holder shall deliver to Buyer a commitment to issue the Title Policy referred to in Section 4.1.3 of this Agreement.

3.6.4. Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed with Agency Certificate, and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Grant Deed shall be returned to Buyer after recordation.

3.6.5. Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed with Agency Certificate, and any documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.

3.6.6. Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be prorated as of the Close of Escrow.

3.7. Payment of Costs. Buyer shall bear the cost of all Deed recording fees, escrow fees, settlement fees, and tax certificates fees. Buyer shall pay all title insurance premiums for the CLTA standard owner's form policy, and Buyer shall pay for all charges associated with the title insurance premium for any additional cost of obtaining any additional coverage requested by the Buyer, including the difference between a CLTA standard owner's policy and an ALTA extended owner's policy. Seller shall be responsible for all property taxes due and any liens and/or abstracts of judgment of record. Buyer and Seller shall pay their respective fees for the appraisals as set forth in Section 1.2.1. Buyer and Seller shall each be responsible for their respective attorneys' fees, notary fees, and consultants' fees.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1. Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by the District of each of the conditions precedent set forth in this Section 4.1 on or before the Closing Date (except for the conditions precedent in Sections 4.1.5 and 4.1.6 which are to be satisfied or waived on or before expiration of the Due Diligence Period). Buyer's approval of Due Diligence under Section 2.3 shall be deemed to constitute the satisfaction or waiver of the conditions precedent in Sections 4.1.5 and 4.1.6. Buyer's election to complete the Close of Escrow shall be deemed to constitute the satisfaction or waiver of the conditions precedent in Sections 4.1.1, 4.1.2, 4.1.3, 4.1.4, and 4.1.7.

4.1.1. Seller's Performance. Seller is not in material default of any term or condition of this Agreement.

4.1.2. Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller for the Closing as set forth in Section 3.4 of this Agreement.

4.1.3. Title Policy. Fidelity National Title Company ("**Title Company**") has committed to issue to District, at District's cost, a CLTA standard, or at District's choice (and cost of the required ALTA survey), an ALTA extended coverage owner's policy of title insurance ("**Title Policy**"), with liability in the amount of the Purchase Price, showing fee title to the Property vested in the District, subject only to:

- (a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;
- (b) title exceptions approved or deemed approved by Buyer pursuant to Section 2.4 of this Agreement;
- (c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement;
- (d) title exceptions caused or permitted by Buyer; and
- (e) any other title exceptions other than Material Supplemental Exceptions disapproved in writing by Buyer in accordance with Section 2.4, or title exceptions which Seller agrees to remove or cure prior to the Close of Escrow as set forth in Section 2.4.

The terms of sub-sections (a) through (e), inclusive, being herein collectively referred to as the "**Permitted Exceptions.**"

4.1.4. Representations and Warranties. All representations and warranties made by Seller in this Agreement, to Seller's best knowledge, are true and correct as of the Closing as though made at that time.

4.1.5. Hazardous Materials; Environmental Compliance. Buyer shall conduct, in accordance with Section 2.2, all tests deemed necessary by Buyer to satisfy itself, during the Due Diligence Period, that the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to Hazardous Materials, industrial hygiene, or to the environmental conditions on, under, or about the Property, or any portion thereof, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"). After the expiration of the Due Diligence Period, if there occurs a violation on the Property of the Environmental Laws not remediated by Seller in accordance with the Environmental Laws, Buyer, as its sole recourse, may terminate this Agreement whereupon its Deposit shall be returned to Buyer and neither Party shall have any further rights or obligations under this Agreement except the Surviving Obligations. The term "**Hazardous Materials**" when used in this Agreement shall mean any hazardous waste,

hazardous substance, hazardous materials or toxic substances as defined, as of the Closing Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395), Hazardous Waste Control Law (Health and Safety Code section 25100-25250.25); the Hazardous Materials Transportation Act, as amended (Title 49 United States Code Sections 1801-1819); and any substance defined as “hazardous waste” in Health and Safety Code Section 25117 or as a “hazardous substance” in Health and Safety Code Section 25316, and in the regulations adopted and publications promulgated under these laws. **“Hazardous Materials”** shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

4.1.6. Compliance with California Law Applicable to Acquisition of Property for School Sites. The Close of Escrow shall be conditioned upon the sale and Property being in compliance by expiration of the Due Diligence Period with all applicable California laws relating to the acquisition by school districts of future school sites including, without limitation, the following to be completed by Buyer, in a diligent and commercially reasonable manner, during the Due Diligence Period:

- (a) school site approval by the District and the California Department of Education (including without limitation requirements of Education Code section 17210 et seq. and Title 5 of the California Code of Regulations, Section 14000 et seq.);
- (b) compliance with all environmental requirements applicable to school site acquisitions including without limitation, geological and soil engineering investigations, hazardous waste and hazardous air emissions, and Phase I and Phase II Reports, if applicable (Education Code sections 17210, 17212, 17212.5, 17213 and 17213.1; Public Resources Code section 21151.8);
- (c) compliance with the California Environmental Quality Act (Public Resources Code section 21000 et seq.);
- (d) zoning compliance (Government Code sections 53091, 53094, and 65402; Public Resources Code section 21151.2);
- (e) consultation with parks and recreation agencies (Education Code section 35275);
- (f) compliance with any additional requirements of the State of California, including without limitation, Board of Education hearing and approval, and approvals by the California Department of Education, the State Allocation Board, the Office of Public

School Construction, and the Department of Toxic Substances Control.

4.1.7. Seller Completion of Pre-Closing Seller Improvements. Subject to Force Majeure Events (as defined in Section 7.23 below), the Close of Escrow shall be conditioned on Seller's Substantial Completion of the Seller Pre-Closing Improvements set forth in Exhibit "F" prior to January 1, 2022 (the "Seller Pre-Close Improvement Completion Date") all in accordance with Section 5 below. The Seller Pre-Close Improvements have been completed which Buyer shall verify during its Due Diligence Period.

4.2. Conditions to Seller's Obligations. Seller's obligations to convey the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section 4.2.

4.2.1. Buyer's Performance. Buyer is not in material default of any term or condition of this Agreement.

4.2.2. Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and documents required of Buyer by this Agreement.

4.2.3. Representations and Warranties. All representations and warranties made by Buyer in this Agreement, to Buyer's best knowledge, are true and correct as of the Closing as though made at that time.

4.3. Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be in such Party's sole and absolute discretion.

4.4. Waiver. Buyer may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

4.5. Termination. In the event each of the conditions set forth in Section 4.1 are not fulfilled within the time provided by the terms of this Agreement or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow, whereupon the Deposit shall be returned to Buyer, and the Parties shall cease to have any further rights or obligations under this Agreement except the Surviving Obligations (and except for Buyer's rights under Section 4.6.2(i) if Seller breached its obligation to Substantially Complete the Seller-Pre-Closing Improvements). In the event that the conditions set forth in Section 4.2 are not fulfilled within the time periods provided by this Agreement or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, whereupon the Deposit shall be returned to Buyer (except in the event of a Buyer default) and the Parties shall cease to have any further rights and obligations under this Agreement except the Surviving

Obligations. Furthermore, in the event this Agreement is terminated by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned within a reasonable time to Seller and all documents delivered by Buyer to Seller or Escrow Holder shall be returned within a reasonable time to Buyer. Nothing in this Section 4.5 shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow.

4.6. REMEDIES/LIQUIDATED DAMAGES.

4.6.1. SELLER REMEDIES. BUYER AND SELLER AGREE THAT IN THE EVENT BUYER FAILS OR REFUSES TO PURCHASE THE PROPERTY AS REQUIRED BY THIS AGREEMENT AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD, ACTUAL DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT AS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH BUYER BREACH, SELLER SHALL BE ENTITLED TO TERMINATE THE AGREEMENT AND RETAIN THE DEPOSIT PAID BY BUYER HEREUNDER WHICH SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER WAIVES ANY RIGHT TO SEEK SPECIFIC PERFORMANCE TO REQUIRE BUYER TO CLOSE.

4.6.2. BUYER REMEDIES. EXCEPT FOR THE EXCLUSIVE REMEDIES SET FORTH IN SECTION 5.1 FOR SELLER'S FAILURE TO TIMELY COMPLETE THE SELLER IMPROVEMENTS, IN THE EVENT OF ANY OTHER BREACH BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER WAIVES ANY RIGHT TO SEEK MONETARY DAMAGES AND BUYER SHALL HAVE THE RIGHT, AS ITS SOLE REMEDY AT LAW OR IN EQUITY, TO EITHER (I) SEEK SPECIFIC PERFORMANCE, OR (II) TERMINATE THIS AGREEMENT AND RECOVER BUYER'S DEPOSIT AND LIQUIDATED DAMAGES EQUAL TO BUYER'S THIRD PARTY OUT-OF-POCKET COSTS, INCLUDING ANY LEGAL FEES, INCURRED IN THE CONDUCT OF ITS ACTIVITIES UNDER SECTION 2.2 TO A MAXIMUM OF \$500,000.

4.6.3. RIGHT TO CURE. A PARTY IN BREACH OF THIS AGREEMENT SHALL BE GIVEN WRITTEN NOTICE BY THE OTHER PARTY OF THAT BREACH AND A RIGHT TO CURE THAT BREACH FOR A PERIOD OF TEN (10) DAYS AND IF THE BREACH IS NOT CURED WITHIN THAT 10-DAY PERIOD, THEN THE NON-BREACHING PARTY MAY PROCEED WITH ITS EXPRESS REMEDIES UNDER THIS SECTION.

4.6.4. OTHER REMEDIES. FOR ANY BREACH BY A PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT AFTER THE CLOSING, THE OTHER PARTY SHALL, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, HAVE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY EXCEPT BOTH PARTIES WAIVE ALL RIGHTS TO SEEK OR RECOVER ANY EXEMPLARY, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR DELAY OR LOST PROFITS, OF ANY KIND ARISING FROM SUCH PARTY'S BREACH. THIS SECTION 4.6 DOES NOT LIMIT EITHER PARTY'S RIGHTS TO INDEMNIFICATION WHERE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR EITHER PARTY'S RIGHT TO RECOVER ITS ATTORNEYS' FEES UNDER SECTION 7.2. AS INDICATED BY INITIALS BELOW, BUYER AND SELLER EXPRESSLY AGREE TO THE ACCURACY OF THE TERMS STATED IN THIS SECTION 4.6.



Seller Initials

Buyer Initials

5. SELLER IMPROVEMENT OBLIGATIONS; REPRESENTATIONS AND WARRANTIES; BROKERAGE COMMISSIONS.

5.1. Seller Improvements. Seller has constructed and completed the Seller Pre-Closing Improvements (to be verified by Buyer during the Due Diligence Period) and agrees to construct and complete the Seller Post-Closing Improvements (collectively the "**Seller Improvements**") as identified in Exhibit "F". If Seller fails or refuses to Substantially Complete any of the Seller Post-Closing Improvements set forth in Exhibit "F" by December 31, 2022 (the "**Seller Post-Closing Improvement Completion Date**"), subject to extension for any Force Majeure Events, then Buyer's sole remedy shall be to exercise the Buyer Self-Help Rights defined in Section 5.1.4 below and use the Holdback Funds as described in Section 5.1.3 below to complete the Seller Post-Closing Improvements.

5.1.1. Substantial Completion. Substantial Completion means for all of the Seller Improvements, except the Grading Work (as defined in Exhibit "F"), that the subject Seller Improvement has been certified as complete by Seller's civil engineer of record (the "**CE**") subject to normal pick up items and, in the case of public streets, are open by the City for public use, and in the case of public utilities, are connected and available for use by the Buyer. Substantial Completion for the grading means certified as to line and grade by the CE in accordance with the Grading Plan described in Exhibit "F".

5.1.2. Inspection of Improvements. At the time Seller deems the Seller Pre-Closing Improvements or any of the Seller Post-Closing Improvements to be Substantially Complete and has obtained the certification of the CE so certifying Substantial Completion of such work, Seller shall give Buyer a written notice thereof signed by Seller and the CE along with a copy of the certification of the Civil Engineer ("**Notice of Substantial Completion**"). After delivery of the Notice of Substantial Completion, Buyer shall have three (3) business days to advise Seller in writing of any claimed deficiencies and/or repairs which Buyer believes are the Seller's responsibility (the "**Buyer Inspection Report**"). If Seller does not dispute the Buyer Inspection Report (or any applicable items therein) Seller shall repair the items not in dispute within a reasonable time after the inspection and the CE shall certify said repairs were made in

accordance with approved plans (“**Final Substantial Completion**”); provided in the event of any dispute between Buyer and Seller regarding Substantial Completion of or Final Substantial Completion of any Seller Post-Closing Improvements (or portions thereof) and/or any dispute regarding a Buyer Inspection Report so long as the subject improvement(s) are available for public use, then the dispute shall be submitted to the CE whose determination shall be final and binding on the Parties.

5.1.3. Holdback for Seller’s Post-Closing Improvements. The Parties hereby acknowledge the cost estimate of \$905,029.60 to Substantially Complete each of the Seller Post-Closing Improvements as set forth on **Exhibit “F-1”** attached hereto. Escrow Holder shall holdback in the Escrow an amount equal to \$995,533 which equals that cost estimate plus an amount equal to ten percent (10%) of the cost estimate as an overhead and administrative fee (the “**Holdback Funds**”). Upon the Substantial Completion of each of the Seller Post-Closing Improvements the amount identified on **Exhibit “F-1”** for that corresponding Seller Post-Closing Improvement shall then be released to Seller by Escrow Holder three (3) business days after Escrow Holder’s and Buyer’s receipt of the Notice of Substantial Completion for such Seller Post-Closing Improvements which have been Substantially Completed together with a written disbursement request (a “**Seller Disbursement Request**”) signed by the Seller and CE equal to the amount shown on **Exhibit “F-1”** (inclusive of the added ten percent (10%) overhead and administrative fee) for those Seller Post-Closing Improvements identified in the Notice of Substantial Completion. Unless Buyer has otherwise objected to Escrow Holder within three (3) business days of its receipt of the Seller Disbursement Request, Escrow Holder shall disburse one hundred percent (100%) of the requested amount (or if Buyer has objected, any undisputed amounts) to Seller from the Holdback Funds. In the event that Buyer objects to a Seller Disbursement Request, then Seller and Buyer shall meet and confer in good faith to determine if Seller is entitled to the requested disbursement(s) provided the CE shall make the final determination. If the CE determines that the amount of the Holdback Funds will, after paying a Seller Disbursement Request, be insufficient to fund the remaining costs to complete the Seller Post-Closing Improvements, the Seller Disbursement Request shall be denied by the CE and no further disbursements shall be paid to Seller until all of the Seller Post-Closing Improvements have been Substantially Completed by Seller.

5.1.4. Buyer Self-Help Rights. If Buyer elects, under Section 5.1 to complete (or cause one of its affiliates that holds a California general contractor’s license to complete) the applicable portion of the Seller Post-Closing Improvements (the “**Self-Help Rights**”), then Buyer shall deliver written notice to Seller that it is exercising its Self-Help Rights and if Seller does not then complete that work within ten (10) business days then Buyer shall complete that work pursuant to plans prepared or approved by Seller (which plans shall be provided to Buyer) and Buyer shall procure and maintain (or cause its contractors to procure and maintain) at all times during the course of such work, commercially reasonable insurance coverages in types and amounts usual and customary for developers engaged in the type of construction being performed, and shall deliver to Seller certificates of insurance evidencing such coverages and showing Seller as an additional insured thereon prior to commencing such work. The Holdback Funds shall then be disbursed to Buyer to pay all Buyer’s actual costs incurred by Buyer to complete the Seller Post-Closing Improvements, inclusive of a ten percent (10%) overhead and administrative fee (collectively the “**Buyer’s Self Help Costs**”), as follows: Buyer may submit a disbursement request no more often than once in any thirty (30) day period (a “**Buyer Disbursement Request**”)

by delivering the following to Seller and Escrow Holder: (i) reasonably detailed documents or evidence identifying the portion of the Seller Post-Closing Improvements completed by Buyer and the actual third party costs therefor. Unless Seller has otherwise objected within three (3) business days of the Buyer Disbursement Request, Escrow Holder shall disburse one hundred percent (100%) of the requested amount (or if Seller has objected, any undisputed amounts) to Buyer from the Holdback Funds. In the event that Seller objects to a Buyer Disbursement Request, then Seller and Buyer shall meet and confer in good faith to determine if Buyer is entitled to the requested disbursement(s) provided the CE shall make the final determination. If the CE determines that the amount of the Holdback Funds will, after paying a Buyer Disbursement Request, be insufficient to fund the remaining Buyer's Self Help Costs estimated by CE to complete the Seller Post-Closing Improvements, Seller shall, within three (3) business days after written demand from Buyer, deposit with Escrow Holder that amount determined by CE which is necessary to fund that shortfall in the Holdback Funds. Further, if there are insufficient Holdback Funds to pay a Buyer Disbursement Request in full, Seller shall, within three (3) business days after written demand from Buyer, deposit with Escrow Holder (or pay directly to Buyer) that shortfall amount. Any remaining Holdback Funds shall, after all of the Buyer's Self Help Costs are paid in full, be released to Seller upon the Substantial Completion of all the Seller Post-Closing Improvements.

5.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement, (ii) is to the actual knowledge of Seller true in all respects as of the Effective Date and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow for a period of six (6) months. "Actual knowledge" as used in this Section 5.1 means the actual knowledge, without independent investigation or any duty to investigate of Pat Loy, Joseph Edwards and Erren O'Leary:

- (a) Seller has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. This Agreement and all other documents delivered by Seller to Buyer under Section 3.4 at, or prior to, the Close of Escrow, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Seller is a Party.
- (b) To Seller's actual knowledge, there are no pending or threatened, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Property or relating to the ownership, maintenance, use or operation of the Property.
- (c) To Seller's actual knowledge, and except as may otherwise be stated in the Due Diligence Materials, Seller has not received any notices nor has any actual knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Buyer's intended use of the Property for a District school facility.

- (d) To Seller's actual knowledge, there are no leases, rights of first refusal, or other agreements relating to the right of possession and/or occupancy of the Property by any person or entity that will survive the Closing, except for those matters of record approved by Buyer pursuant to Section 2.4 above.
- (e) To Seller's actual knowledge, Seller is not aware that the Property, or Seller, are in violation of any applicable Federal, State or local statute, ordinance, order, requirement, law, or regulation materially adversely affecting the Property or construction of any improvement thereon in connection with Buyer's intended use of the Property for a District school facility. Seller has received no notice of any such violation of applicable law.
- (f) To Seller's actual knowledge, Seller has not caused or knowingly permitted any contamination by Hazardous Materials (as defined in Section 4.1.5 of this Agreement) to occur on, at, about, or within the Property, or any portion thereof, and otherwise does not have actual knowledge of any such contamination of Hazardous Materials existing on, at, about, or within the Property, or any portion thereof.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the Effective Date or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of any liabilities or obligations related to any breach of this Agreement with respect thereto for which Buyer shall have the exclusive remedies set forth in Section 4.6.

5.3. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is to the best of Buyer's knowledge without investigation, true in all respects as of the Effective Date (as to 5.3(a) only) and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow:

- (a) Buyer has the full right, power, and authority to enter into this Agreement and perform Buyer's obligations hereunder. This Agreement and all other documents delivered by Buyer to Seller now or at the Close of Escrow, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Buyer is a Party.

5.4. Brokerage Commissions. Seller and/or business entities affiliated with Seller, and certain of the employees thereof, is/are a DRE licensee(s) who are collectively acting as a principal in this transaction. Each Party acknowledges and agrees that no party is known to be entitled to any brokers commission(s) and/or finder's fee(s), and agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon

agreements by it, if any, to pay any such broker's commission(s) and/or finder's fee(s), or those of any third party.

5.5. Intentionally Deleted.

5.6. District Preserve School 2 Development Restrictions/Requirements. At the Closing Seller and District shall execute and record against the Property for the benefit of Seller and the neighboring properties owned and/or developed (or to be developed) by Seller and/or its successor merchant homebuilders, a Declaration of Development Covenants Conditions and Restrictions (the "**Development CC&Rs**") in the form attached hereto as Schedule "3" which contains certain development restrictions and requirements which District shall comply with in its development, use and operation of the Property and the Preserve School 2.

5.7. No Opposition to Seller's Future Development Plans. Seller's affiliate, Chino Preserve Development Corporation and other affiliates of CPDC (collectively, "**CPDC**") have been and will continue to entitle and develop all of the land owned by CPDC south of Pine Avenue within the Preserve SP as generally identified on Exhibit "H" attached hereto (the "**CPDC Property**"). Such entitlements will include amendments to the City's General Plan, Preserve SP and related Development Agreement and also include subdivision mapping and other development permits (collectively the "**CPDC Entitlements**"). Such development will include land uses as generally shown on Exhibit "H" as modified by amendments to the General Plan, Preserve SP and related Development Agreement and may include industrial/office/commercial development near the Chino Women's Prison (collectively the "**CPDC Developments**"). Without limiting the foregoing, the CPDC Entitlements and CPDC Developments will include (i) the entitlement and development of an apartment project and adjacent retail center located immediately north across Market Street from the Property and identified in Exhibit "H" as the "Homecoming at the Preserve Master Site Plan" (the "**Homecoming/Town Center Project**"), and (ii) the development of high high-density residential housing south of the Property and public park, library and community center uses west of the Property within future Tract 16420-4 as identified in Exhibit "F" (the "**Tract 16420-4 Development**"). The retail component of the Homecoming/Town Center Project may include, without limitation, those types of uses listed in Exhibit "H" or other uses permitted by the City. District shall not object to or oppose City approval of any of the CPDC Entitlements or CPDC Developments, including without limitation, (i) the Homecoming/Town Center Project and any retail/commercial/office uses within the Homecoming/Town Center Project permitted by the City and (ii) the Tract 16420-4 Development so long as such entitlement, development and uses are in compliance with all applicable laws. In addition, District further agrees that it shall not oppose any increase or decrease in the amount of future residential development within the Preserve at Chino Specific Plan area. The covenants in this Section 5.7 shall be included in the Development Declaration and shall survive the Closing.

5.8. NPDES. Buyer acknowledges receipt of a copy of the Storm Water Pollution Prevention Plan for The Preserve, as amended (the "**SWPPP**") and a copy of Seller's existing "NPDES" permit for The Preserve. Seller will, effective as of the Closing, terminate its existing NPDES permit for the Covered Property and Buyer shall, from and after the Close of Escrow, assume sole responsibility and liability for compliance with all NPDES requirements for the Property, including the requirements to (a) file a Notice of Intent ("**NOI**") (b) review the existing SWPPP and amend if necessary, or to develop a new SWPPP within 45 days of the date of

recordation of this Declaration, and (c) continue all erosion control and best management practices under the SWPPP (or amended or new SWPPP) for the Property. Without limiting the foregoing, Buyer shall provide Seller with a copy of the complete NOI filed by Buyer with the Regional Water Quality Control Board for the Covered Property together with a copy of the receipt letter from the Regional Water Quality Control Board containing Buyer's waste discharge identification number for the Covered Property. Buyer shall indemnify, defend and hold harmless Seller from any claims, damages, losses, liability, costs or expenses (including attorneys' fees) made against or suffered by Seller by reason of Buyer's breach of its obligations under this Section or otherwise related to any NPDES violations concerning the Property which occur from and after the Closing.

5.9. District Perimeter Fence Construction. District shall, as part of the construction of the School, construct, at District's sole cost, a perimeter tubular steel fence, six feet (6') in height and approximately nine hundred feet (900') in length, in the location marked on Exhibit "I" attached hereto and in accordance with those specifications set forth in Exhibit "I" (the "District Fence") which specifications shall be modified by Seller and District if necessary to meet minimum DSA standards. In the event the District Fence has not been completed by the District prior the completion of the School construction in accordance with this Section 5.9, then Seller may, upon thirty (30) days prior written notice, complete the construction of the District Fence, whereupon the District shall reimburse Seller for the costs paid by Seller to complete construction of the District Fence (plus ten percent (10%) of such costs for Seller overhead administration) within fifteen (15) days after written demand by Seller. Such amount shall accrue interest at the rate of ten percent (10%) per annum until paid commencing fifteen (15) days after delivery of the demand for payment by Seller. During construction District shall use standard temporary construction fencing/screening to restrict entry to the site. In addition, District agrees that after construction of the School is completed, any fencing constructed by the District along Academy Street, East Preserve Loop or Market Street shall also meet the tubular steel specifications in Exhibit "I" (modified as necessary to meet minimum DSA standards).

6. AS IS/ BUYER'S WAIVER/RELEASE/BUYER INDEMNITY.

EXCEPT FOR DEVELOPER FEE AMOUNTS DISPUTED UNDER ARTICLE 2.13(B) OF THE 2004 PRESERVE AT CHINO ELEMENTARY AND HIGH SCHOOL MASTER MITIGATION AND REIMBURSEMENT AGREEMENT, AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY IN AN "AS-IS", "WHERE-IS", "WITH ALL FAULTS" BASIS, AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING THE SELLER IMPROVEMENTS, EXCEPT FOR THE EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AT THE CLOSING. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL, AND UNLIMITED IN EVERY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS, OR CAUSES OF ACTION

OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL, OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXISTING OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY AND ALL CLAIMS WHICH RELATE TO OR CONCERN HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL LAWS.

EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW), EFFECTIVE UPON CLOSE OF ESCROW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, WAIVES, DISCHARGES, AND FOREVER ACQUITS SELLER, AND SELLERS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AND EMPLOYEES (COLLECTIVELY THE "SELLER PARTIES") FROM ALL DEBTS, DUTIES, DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COST) (COLLECTIVELY, THE "CLAIMS") WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY ACQUIRED BY BUYER AT THE CLOSING, INCLUDING, WITHOUT LIMITATION, THE SELLER IMPROVEMENTS. AS PART OF THE PROVISIONS OF THIS SECTION 6, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS, AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED.

IN ACCORDANCE WITH THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW) BUYER HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT UNDERSTANDS THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN, OR MAY HEREAFTER GIVE, RISE TO CLAIMS WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED, AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION, AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE, AND ACQUIT SELLER AND THE SELLER PARTIES FROM ANY SUCH UNKNOWN CLAIMS WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 6. THE PROVISIONS OF THIS SECTION 6 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER. WITHOUT LIMITING THE FOREGOING, BUYER EXPRESSLY ACKNOWLEDGES AND WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Buyer's Initials

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 6, NOTHING IN THIS AGREEMENT SHALL OPERATE TO DISCLAIM, LIMIT, WAIVE, RELEASE OR DISCHARGE SELLER OR THE SELLER PARTIES IN ANY WAY FROM, OR BE DEEMED A WAIVER OF ANY CLAIMS BY BUYER WITH RESPECT TO, OR REQUIRE BUYER TO INDEMNIFY, DEFEND OR HOLD HARMLESS SELLER OR THE SELLER PARTIES WITH RESPECT TO, (I) SELLER'S BREACH OF THE EXPRESS COVENANTS, REPRESENTATIONS OR WARRANTIES OF SELLER IN THIS AGREEMENT, (II) ANY FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT COMMITTED BY SELLER OR ANY OF THE SELLER PARTIES, (III) ANY PREMISES LIABILITY OR BODILY INJURY CLAIMS FOR INJURY TO PERSONS OR PROPERTY THAT OCCURRED DURING SELLER'S OWNERSHIP OF THE PROPERTY, (IV) ANY CLAIMS RELATED TO THE VIOLATION OF ANY ENVIRONMENTAL LAWS BY SELLER OR BY ANY PERSON WITH THE KNOWLEDGE AND PERMISSION OF SELLER DURING SELLER'S OWNERSHIP OF THE PROPERTY BUT EXCLUDING ANY VIOLATIONS CONCERNING HAZARDOUS MATERIALS THAT EXISTED ON, UNDER OR ABOUT THE PROPERTY PRIOR TO SELLER'S OWNERSHIP OF THE PROPERTY (COLLECTIVELY THE "EXCLUDED CLAIMS"), OR (V) DEVELOPER FEE AMOUNTS DISPUTED UNDER ARTICLE 2.13(B) OF THE 2004 PRESERVE AT CHINO ELEMENTARY AND HIGH SCHOOL MASTER MITIGATION AND REIMBURSEMENT AGREEMENT, BUT ONLY TO THE EXTENT SUCH EXCLUDED CLAIMS ARE NOT BASED ON THE ACTS OF BUYER OR ANY OF ITS AGENTS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, PARTNERS OR OTHER REPRESENTATIVES.

BUYER'S INITIALS

7. MISCELLANEOUS.

7.1. Costs of Conveyance. All costs not otherwise allocated by Section 3.7 herein related to Seller's grant and conveyance of the Property to Buyer shall be borne equally by the Parties.

7.2. Attorneys' Fees; Litigation. In the event either Party to this Agreement should default under any of the provisions hereof, and the non-defaulting Party should employ attorneys or incur other fees, or expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting Party herein contained, the defaulting Party agrees that it will on demand therefor pay to the non-defaulting Party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party.

7.3. Notices. All notices required to be delivered under this Agreement to the other

Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, or email transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To Buyer: CHINO VALLEY UNIFIED SCHOOL DISTRICT
Attn: Norm Enfield, Superintendent
5130 Riverside Drive
Chino, CA 91710
Phone: (909) 628-1201
Email: Norm_Enfield@chino.k12.ca.us

With copy to: TAO ROSSINI
Attn: Terry Tao
921 N. Harbor Blvd., Suite 408
La Habra, CA 90631
Phone: (714) 761-3007 ext. 700
Email: ttt@taorossini.com

To Seller: CHINO HOLDING COMPANY, LLC
Attn: Bryan T. Goodman
c/o Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786-3633
Phone: (909) 946-7537
Fax: (909) 949-6795
Email: bryan.goodman@lewismc.com

With copy to: LEWIS MANAGEMENT CORP.
Attn: W. Bradford Francke
1156 North Mountain Avenue
Upland, CA 91786-3633
Phone: (909) 946-7538
Fax: (909) 949-6725
Email: brad.francke@lewismc.com

Seller and Buyer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

7.4. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute

and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

7.5. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

7.6. Assignment. Buyer shall not assign this Agreement or any right or privilege Buyer might have under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to Seller to carry out and observe each of Buyer's obligations hereunder, including all Exhibits hereto. Seller shall not assign this Agreement or any right or privilege Seller might have under this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to Buyer to carry out and observe each of Seller's obligations hereunder, including all Exhibits hereto.

7.7. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

7.8. Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

7.9. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7.10. Condemnation. In the event the Property is taken, in whole or in part, or designated to be taken by condemnation proceedings other than condemnation proceedings instigated by either Buyer or Seller, or proceedings in lieu thereof, prior to the Close of Escrow, Buyer shall have the right to terminate this Agreement and cancel Escrow by delivering to Seller and Escrow Holder written notice thereof. In the event Buyer does not elect to terminate this Agreement pursuant to this Section 7.10, Buyer shall be entitled to all condemnation proceeds upon the Close of Escrow. Seller shall consult with Buyer regarding any proposed settlement with the condemnor and Buyer shall have the reasonable right of approval thereof. Seller shall deposit any such proceeds with Escrow Holder.

7.11. Entire Agreement, Waivers and Amendments. This Agreement, and any written agreement entered into by the Parties with respect to the Property, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof, except for the 2004 Preserve at Chino Elementary and High School Master Mitigation and Reimbursement Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

7.12. Exhibits/Schedules. Exhibits "A," "B," "C," "D," "E," "F," "F-1," "G," "H" and "I" and Schedules "1", "2" and "3" attached to this Agreement are incorporated herein by this

reference and made a part hereof. Said Exhibits and Schedules are identified as follows:

- “A” - LEGAL DESCRIPTION OF PROPERTY
- “B” - APPRAISAL INSTRUCTIONS
- “C” - GRANT DEED
- “D” - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
- “E” - NON-FOREIGN AFFIDAVIT
- “F” - SELLER POST-CLOSING IMPROVEMENTS
- “F-1” - SELLER POST CLOSING IMPROVEMENTS COST ESTIMATE
- “G” - TITLE REPORT
- “H” - SELLER FUTURE DEVELOPMENT PLANS
- “I” - SCHOOL PERIMETER FENCE PLAN/SPECIFICATIONS

- “1” - LIST OF APPROVED APPRAISERS
- “2” - LIST OF DUE DILIGENCE MATERIALS
- “3” - DEVELOPMENT CC&RS

7.13. Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by same.

7.14. Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

7.15. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.16. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue in San Bernardino County, California.

7.17. Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

7.18. Conflicts of Interest. No director, officer, official, representative, agent or employee of the Buyer shall have any financial interest, direct or indirect, in this Agreement.

7.19. Nondiscrimination. There shall be no discrimination by Seller nor Buyer against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

7.20. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time

or at different times, of any other rights or remedies for the same default or any other default by another Party.

7.21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

7.22. Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

7.23. Force Majeure. If either Party is delayed at any time in meeting its obligations under this Agreement by any acts or omissions of the other (other than as permitted by the Purchase Agreement, labor disputes, governmental and/or quasi-governmental processing or approval delays, fire, unusual delay in transportation or market availability of materials, unusually adverse weather conditions, pandemic or epidemic, or other unavoidable or reasonably unforeseeable events (each, a “**Force Majeure Event**”), then the time for completion shall be extended for such reasonable time as may compensate for such occurrences. Any claim for extension of time shall be made in writing by the affected Party not more than thirty (30) days after the delay began; otherwise it shall be waived. In the case of a continuing delay only one (1) claim is necessary.

[Signatures on Next Page]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

BUYER: **CHINO VALLEY UNIFIED SCHOOL DISTRICT**

By: _____
Norm Enfield, Ed.D., Superintendent

SELLER: **CHINO HOLDING COMPANY, LLC**
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By: 
Name: John M. Goodman
Its: Executive VP/CEO

WB\av Z:\Legal\PROJECT DEV - CALIFORNIA\Chino - The Preserve G2182\CVUSD G2182G\1Sale of School 2 Site to CVUSD G2182.51\Drafts\CVUSD Purchase and Sale Agreement (6-30-2021) FINAL FORM.docx

Exhibits:

- A- Legal (Metes and Bounds) Description of Property
- B- Appraisal Instructions
- C- Grant Deed
- D- Public Agency Certificate of Acceptance
- E- Non-Foreign Affidavit
- F- Seller Post -Closing Improvements
- F-1- Seller Post-Closing Improvements Cost Estimate
- G- Title Report
- H- Seller Future Development Plans
- I- School Perimeter Fence Plan/Specifications

Schedules:

- 1- List of Approved Appraisers
- 2- List of Due Diligence Materials
- 3- Development CC&Rs

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Exhibit A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION

BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 1096 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 12, PAGE 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP, THENCE SOUTH 00°40'58" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 868.82 FEET, THENCE SOUTH 34°18'24" WEST, 24.41 FEET, THENCE SOUTH 89°19'02" WEST 564.70 FEET; THENCE NORTH 00°40'58" WEST, 903.82 FEET, THENCE NORTH 89°19'02" EAST, 561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTH 49°15'32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.00 ACRES MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF



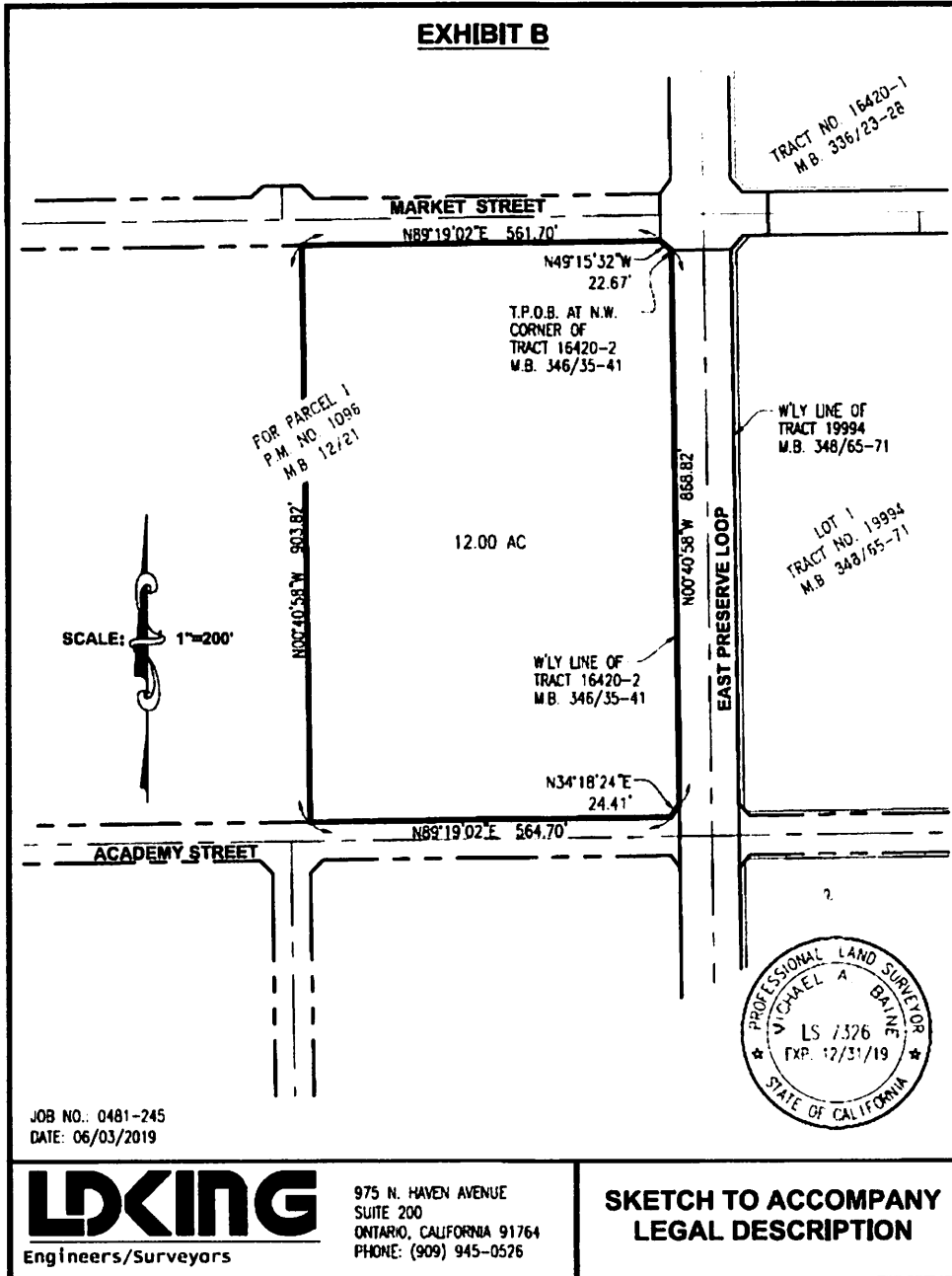
MA Baine

6-3-19

MICHAEL A. BAINE, P.L.S.

DATE

EXHIBIT B



JOB NO.: 0481-245
DATE: 06/03/2019

LDKING
Engineers/Surveyors

975 N. HAVEN AVENUE
SUITE 200
ONTARIO, CALIFORNIA 91764
PHONE: (909) 945-0526

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "B"

APPRAISAL INSTRUCTIONS

1. The appraisal shall be completed assuming the sale of the Subject Property in a "Construction Ready Condition", which shall be defined as:
 - a. A site that is ungraded but relatively flat and balanced in terms of earthwork cut and fill quantities (+- 1/10");
 - b. All perimeter improvements adjacent to the Property are installed;
 - c. Wet and dry utilities stubbed to the Property; and
 - d. Approved for development within the City of Chino's HDR zoning permitting a density range of twelve (12) to twenty (20) detached or attached homes per acre, using the "Subdivision Development Method" (as defined in the Appraisal Institute's Dictionary of Real Estate Appraisal, Fifth Edition, 2010).
2. The date of valuation shall be no earlier than June 15, 2021.
3. This valuation shall utilize a land residual analysis, inclusive of revenue assumptions for lot premiums, and options and upgrades, to determine the finished lot value for each home site.
4. Once the finished lot value has been determined by a land residual analysis, the appraiser shall consider:
 - a. All direct and indirect costs, including payment of impact fees but excluding water meters and building permit fees;
 - b. All community facilities district (CFD) bond proceeds and/or development impact fee (DIF) credits that a merchant builder or master developer would inure or receive to develop the Subject Property from a Construction Ready Condition to a finished lot condition; and
 - c. The above costs and proceeds/credits shall subsequently be deducted or added to the finished lot residual to derive the fair market value of the Subject Property.
5. As part of this Fair Market Valuation Appraisal, Seller and CPDC may provide the appraiser with a site plan and pro forma for the Subject Property which shall set forth (i) the revenue projected to be realized by CPDC upon the sale of the Subject Property to a merchant builder along with supporting information for such revenue projections (e.g., finished lot (ii) the actual and/or comparables, housing surveys used to derive projected finished lot values, etc.), projected costs and expenses that would be incurred by the merchant builder to design and permit the Subject Property for development, and (iii) the actual and/or projected costs related to development of the Subject Property, prior to and/or during the sales revenue periods described above, inclusive of an amount associated with the guest builder's profit and applicable soft costs (i.e., overhead, consulting costs, city fees, legal, etc.).

EXHIBIT "C"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Chino Valley Unified School District
Attn:

(Space Above For Recorder's Use)

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

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CHINO HOLDING COMPANY, LLC, a Delaware limited liability company ("**Grantor**"), hereby grant to the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California ("**Grantee**"), all right, title and interest of Grantor in that certain real property located in the City of Chino, County of San Bernardino, State of California, described in the legal description attached hereto as **Exhibit "A,"** and depicted in the map attached hereto as **Exhibit "B,"** all incorporated herein by this reference.

Dated: _____

"GRANTOR"

CHINO HOLDING COMPANY, LLC
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation – Its Sole Manager

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "A" AND "B" TO GRANT DEED

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Exhibit A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION

BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 1096 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 12, PAGE 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP, THENCE SOUTH 00°40'58" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 868.82 FEET, THENCE SOUTH 34°18'24" WEST, 24.41 FEET, THENCE SOUTH 89°19'02" WEST 564.70 FEET, THENCE NORTH 00°40'58" WEST, 903.82 FEET, THENCE NORTH 89°19'02" EAST, 561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTH 49°15'32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.00 ACRES MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

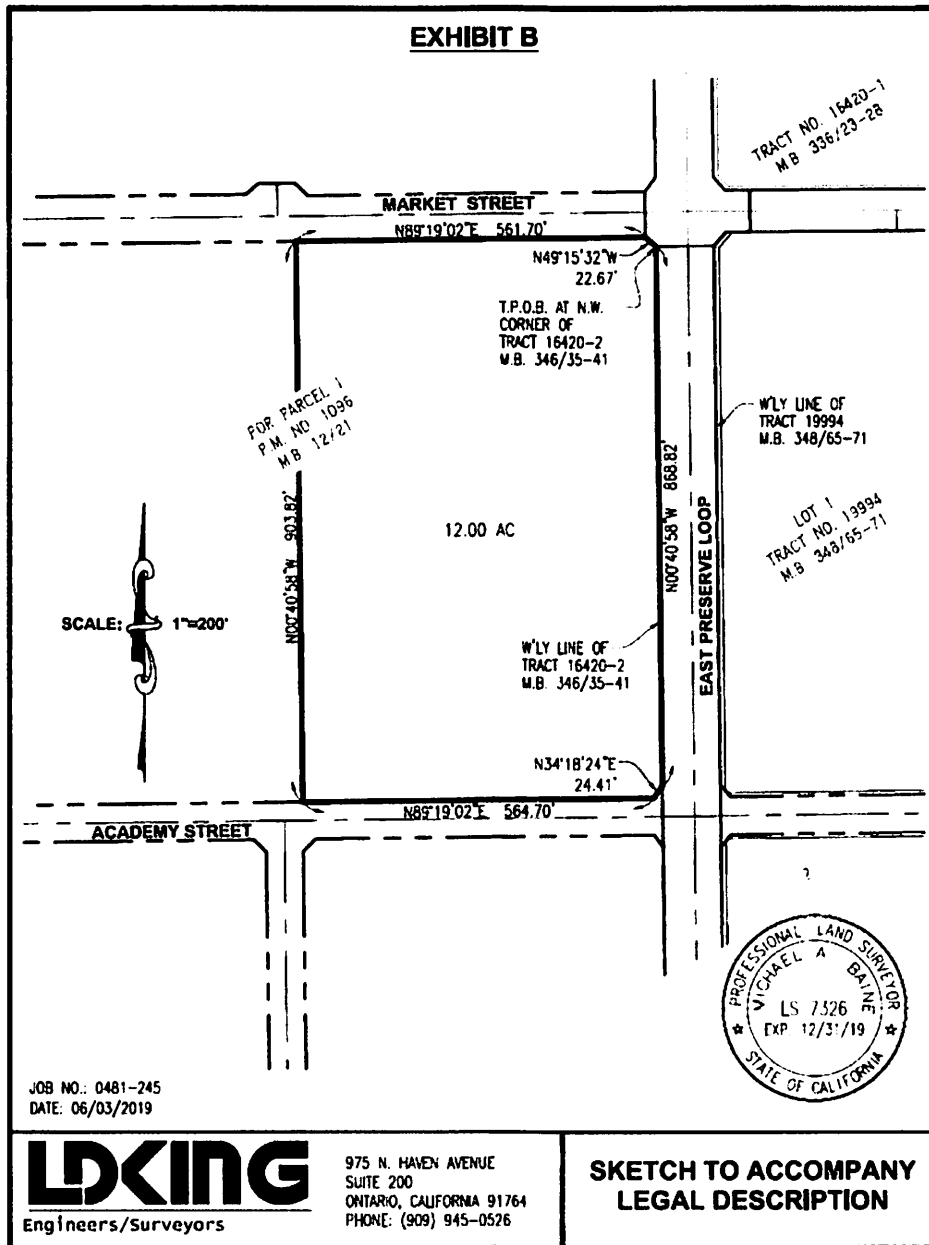


Michael A. Baine

6-3-19

MICHAEL A. BAINE, P.L.S.

DATE



005035 00201
14642223.1

5

Prepared: June 19, 2019 (ESO)

Exhibit C

July 15, 2021
Page 55

EXHIBIT "D"

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from CHINO HOLDING COMPANY, LLC, a Delaware limited liability company to the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Chino Valley Unified School District pursuant to authority conferred by the California Constitution and California Education Code sections 1240 et seq., and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

ATTEST:

By: _____

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

EXHIBIT "E"

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California ("Transferee"), that withholding of tax is not required upon the sale by CHINO HOLDING COMPANY, LLC, a Delaware limited liability company ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Agreement of Purchase and Sale and Joint Escrow Instructions dated _____, 20__ which real property is described in the legal description and depicted in the map attached to this Agreement as Exhibit "A," and incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);
2. The Transferor's United States Taxpayer Identification Number is _____;
3. The Transferor's office address is _____; and
4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the _____ of the Transferor, and that I have authority to sign this document on behalf of the Transferor.

Dated: _____

CHINO HOLDING COMPANY, LLC
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation – Its Sole Manager

By: _____
Name: _____
Its: _____

EXHIBIT "A TO NON-FOREIGN AFFIDAVIT

LEGAL DESCRIPTION OF PROPERTY

Exhibit A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION

BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 1096 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 12, PAGE 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP, THENCE SOUTH 00°40'58" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 868.82 FEET, THENCE SOUTH 34°18'24" WEST, 24.41 FEET, THENCE SOUTH 89°19'02" WEST 564.70 FEET; THENCE NORTH 00°40'58" WEST, 903.82 FEET, THENCE NORTH 89°19'02" EAST, 561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTH 49°15'32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING

CONTAINING 12.00 ACRES MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF



[Handwritten Signature]

6-3-19

MICHAEL A. BAINE, P.L.S.

DATE

EXHIBIT "F"

SELLER IMPROVEMENTS

- I. Seller shall contract with and cause Chino Preserve Development Corporation ("CPDC"), an affiliate of Seller, to Substantially Complete the following improvements prior to the Seller Pre-Close Improvement Completion Date, subject to extension for any Force Majeure Event ("**Seller Pre-Closing Improvements**"):
 1. Grading Work. CPDC has prepared the "Stockpile Plans for Tract No. 16420-3", a copy of which is attached as **Exhibit 1 to this Exhibit F**, and which has been approved by District (the "**Grading Plan**") for grading that will leave the Property in a balanced condition with two percent (2%) or less of slope north to south and/or east to west ("**RGP**"). Upon approval of the RGP by the City of Chino, CPDC shall grade the Property to the balanced condition per the RGP. CPDC shall not conduct or complete any over-excavation, compaction, recompaction, remedial grading or certification of any kind as it relates to soils below the ground surface of the Property. CPDC's grading work shall be limited to surficial contour grading necessary to achieve a balanced condition. District shall be responsible for all over-excavation, compaction, recompaction, remedial grading and certification of the Property.
 2. IEUA Pipe Abandonment. CPDC shall remove from the Property a Chino Basin Municipal Water District ("**CBMWD**") reclaimed water pipe ("**CBMWD Pipe**"). CPDC has previously procured and recorded a quitclaim of the associated easement for that pipeline recorded against the Property on 10/17/72 in Book 8042, Page 7321 [For clarification, CBMWD is now the Inland Empire Utilities Agency.]
- II. Seller shall contract with and cause CPDC to Substantially Complete all of those improvements identified in **Exhibit 2 to this Exhibit F** within Market Street and East Preserve Loop within one hundred eight (180) days after the Close of Escrow (the "**Seller Post-Closing Improvements Completion Date**") subject to extension for any Force Majeure Event.
- III. Seller shall be responsible to construct any improvements within Academy Street if and when required by the City as part of the CPDC Developments but such improvements are not Seller Improvements under this Agreement.

**Exhibit 1 to Exhibit F
Grading Plan**

[See Attached]

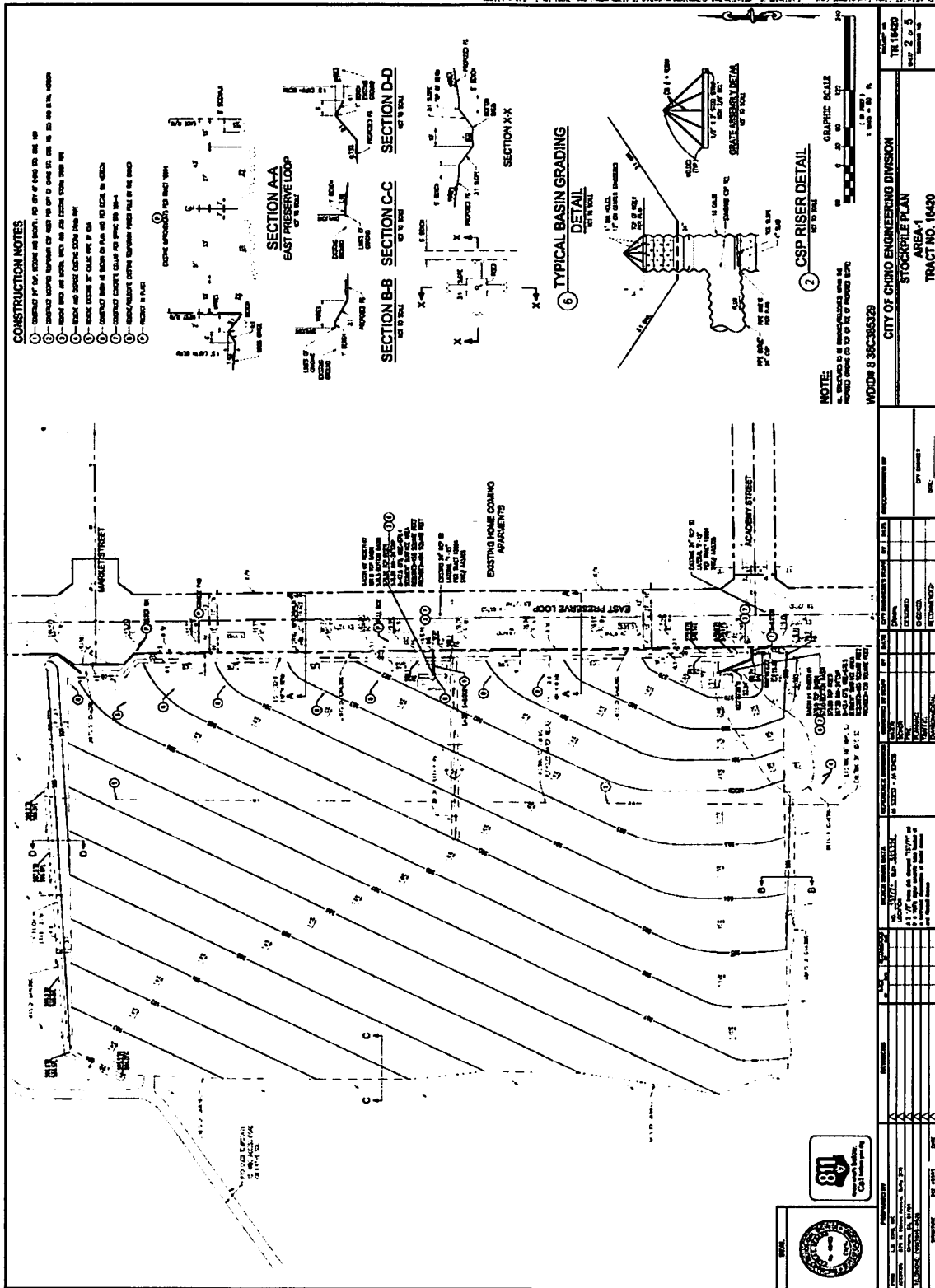
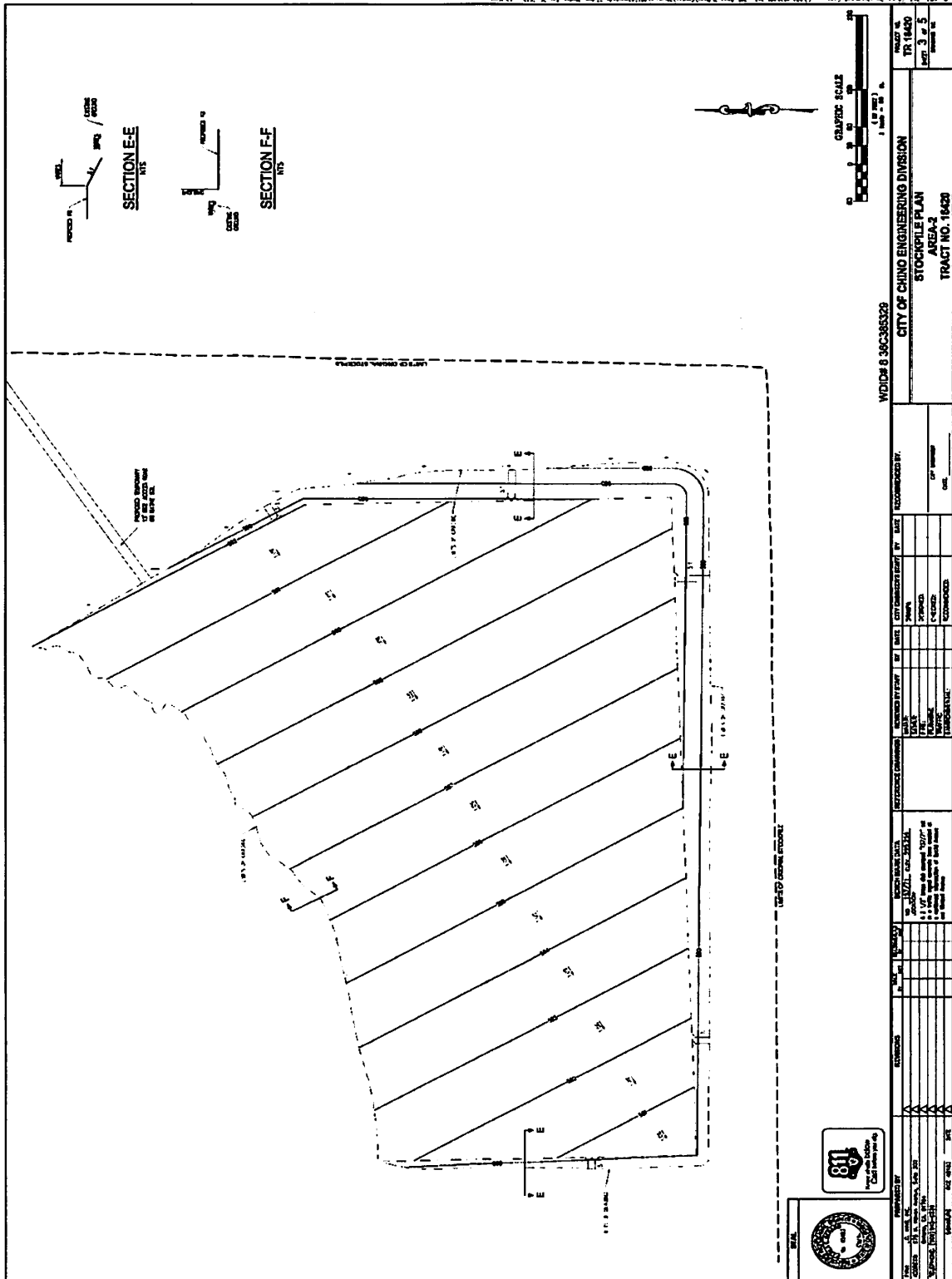


Exhibit F



WIDEN & IMPROVE

CITY OF CHINO ENGINEERING DIVISION

STOCKPILE PLAN

AREA-2

TRACT NO. 16420

PROJECT NO.	NO. 16420
DATE	NOV. 14, 2020
SCALE	AS SHOWN
DESIGNED BY	CHINO ENGINEERING DIVISION
CHECKED BY	CHINO ENGINEERING DIVISION
APPROVED BY	CHINO ENGINEERING DIVISION
DATE	NOV. 14, 2020
PROJECT NO.	NO. 16420
DATE	NOV. 14, 2020
SCALE	AS SHOWN
DESIGNED BY	CHINO ENGINEERING DIVISION
CHECKED BY	CHINO ENGINEERING DIVISION
APPROVED BY	CHINO ENGINEERING DIVISION
DATE	NOV. 14, 2020

Exhibit F

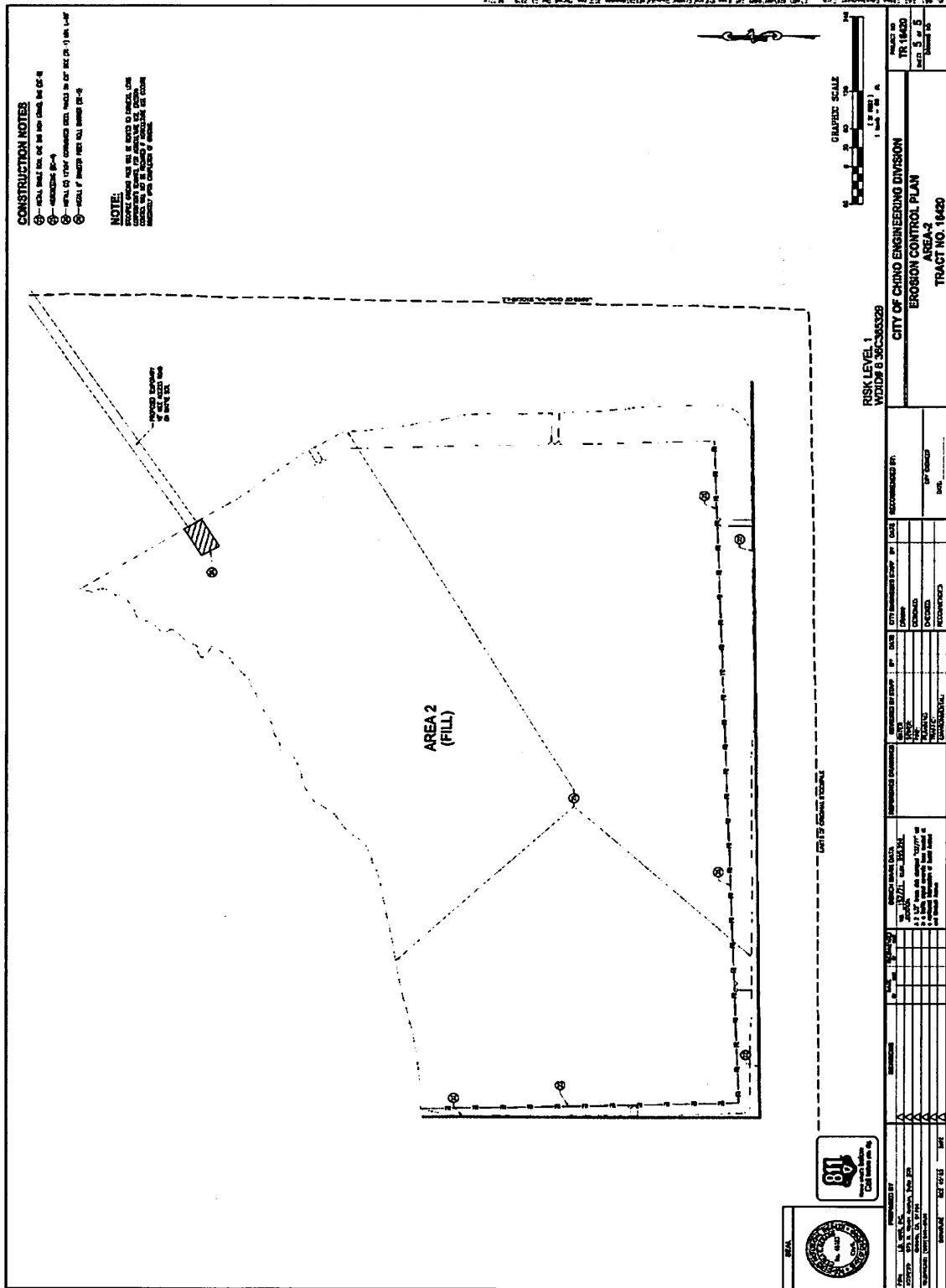
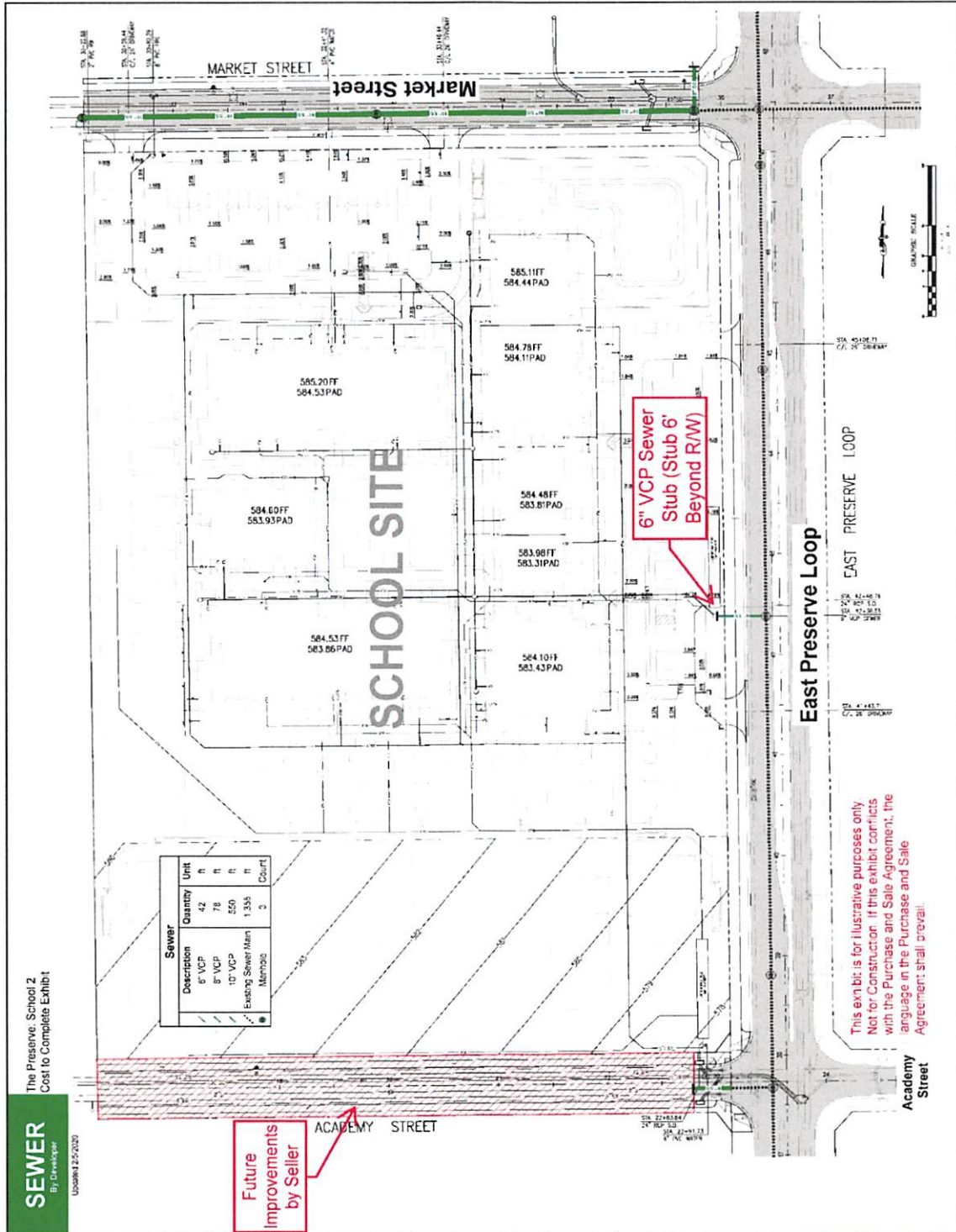


Exhibit F
 July 15, 2021
 Page 65

Exhibit 2 to Exhibit F Seller Post-Closing Improvements



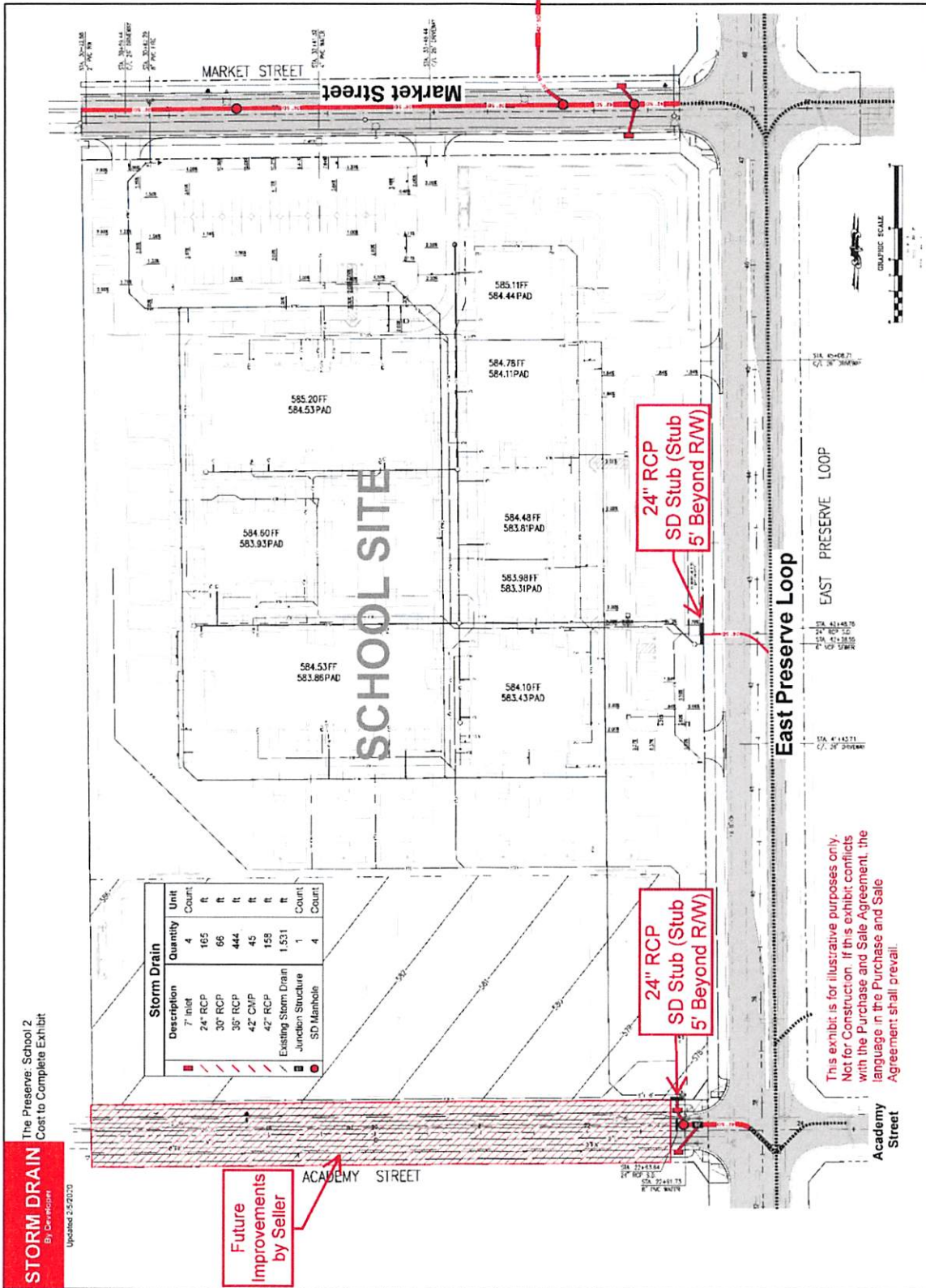
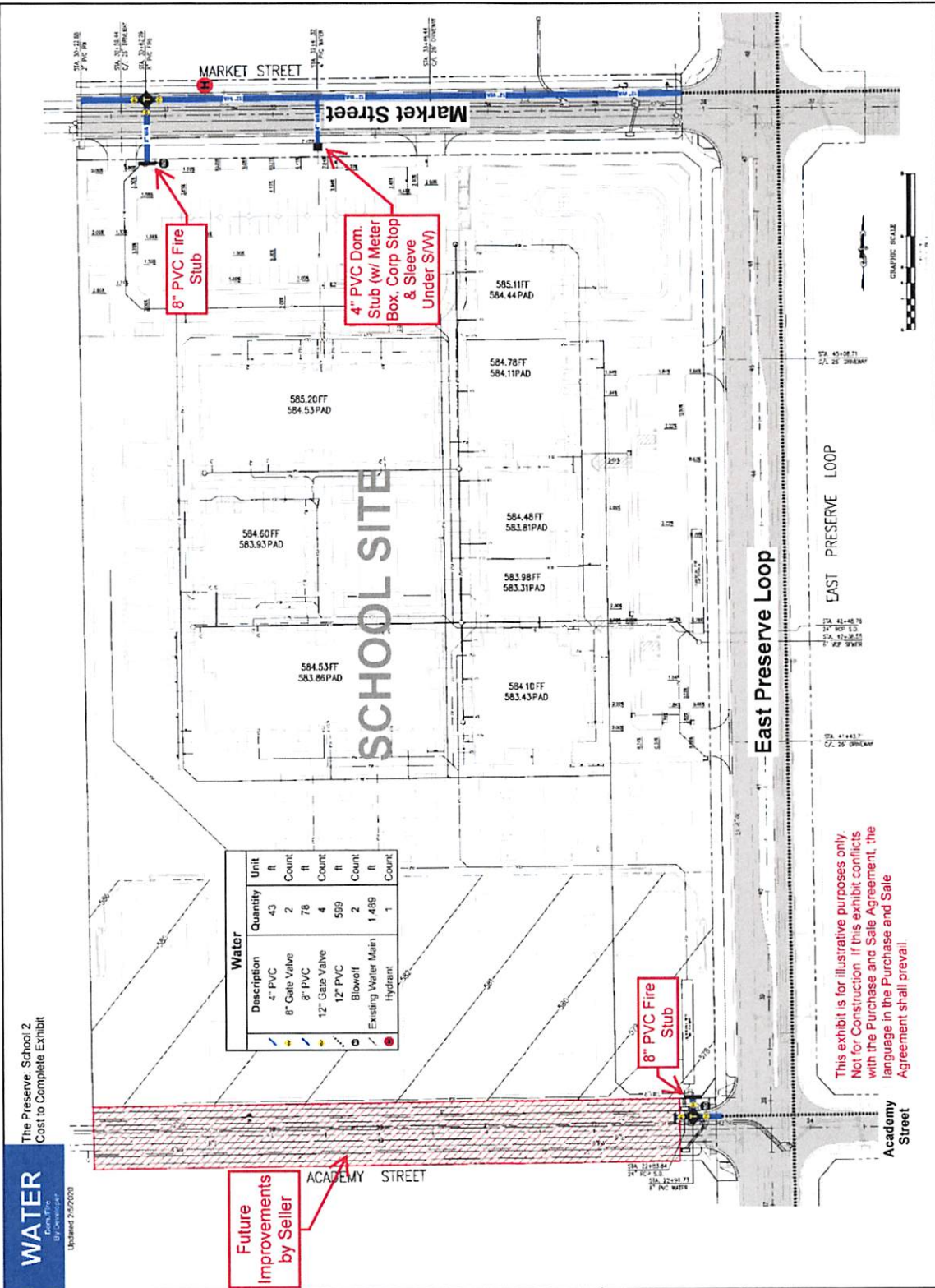


Exhibit F



The Preserve: School/2
Cost to Complete Exhibit

WATER
Drawn by: [unclear]
Updated 2/20/2020

Future Improvements by Seller

8" PVC Fire Stub

4" PVC Dom. Stub (w/ Meter Box, Corp Stop & Sleeve Under SW)

8" PVC Fire Stub

This exhibit is for illustrative purposes only. Not for Construction. If this exhibit conflicts with the Purchase and Sale Agreement, the language in the Purchase and Sale Agreement shall prevail.

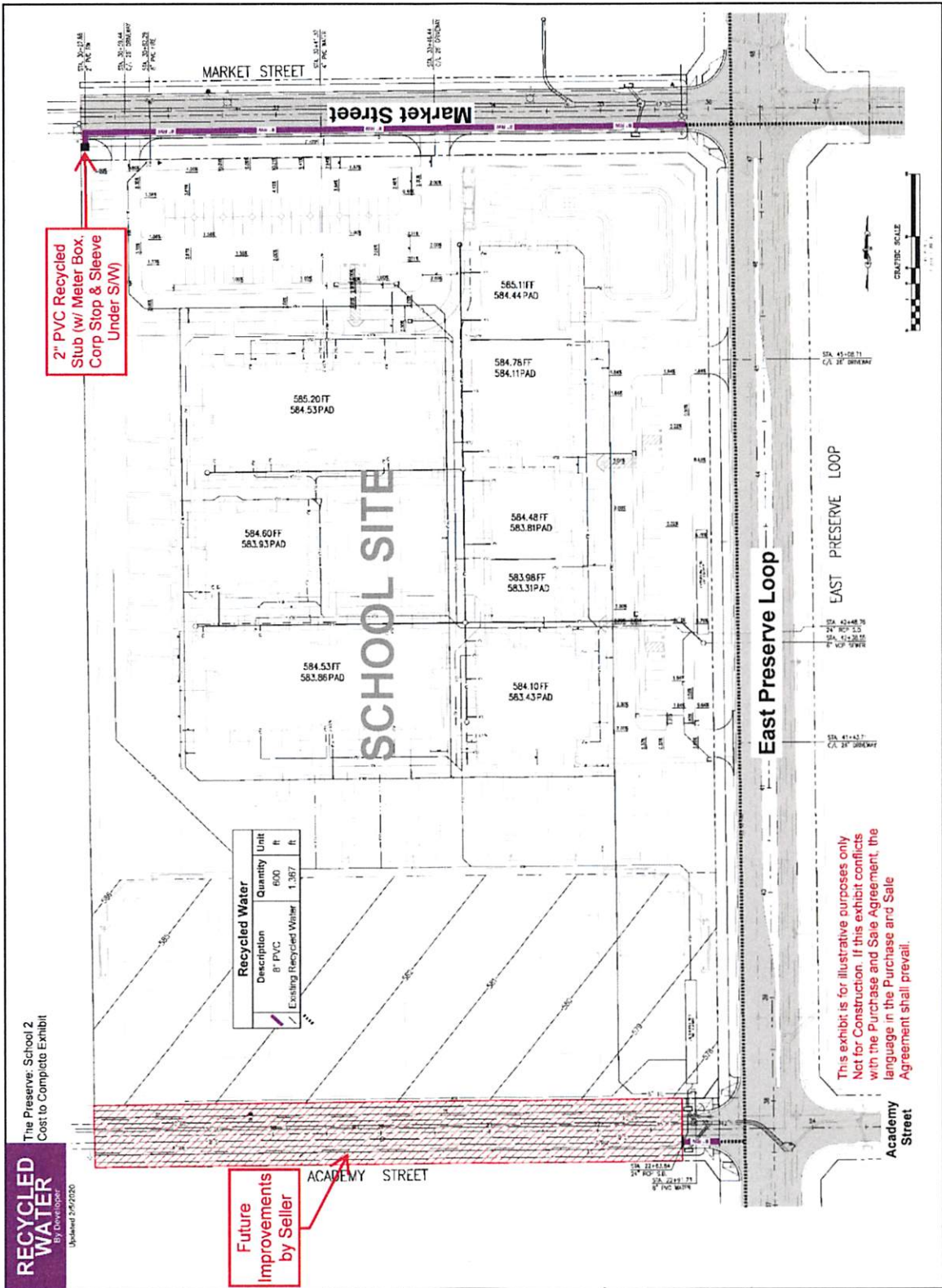


Exhibit F

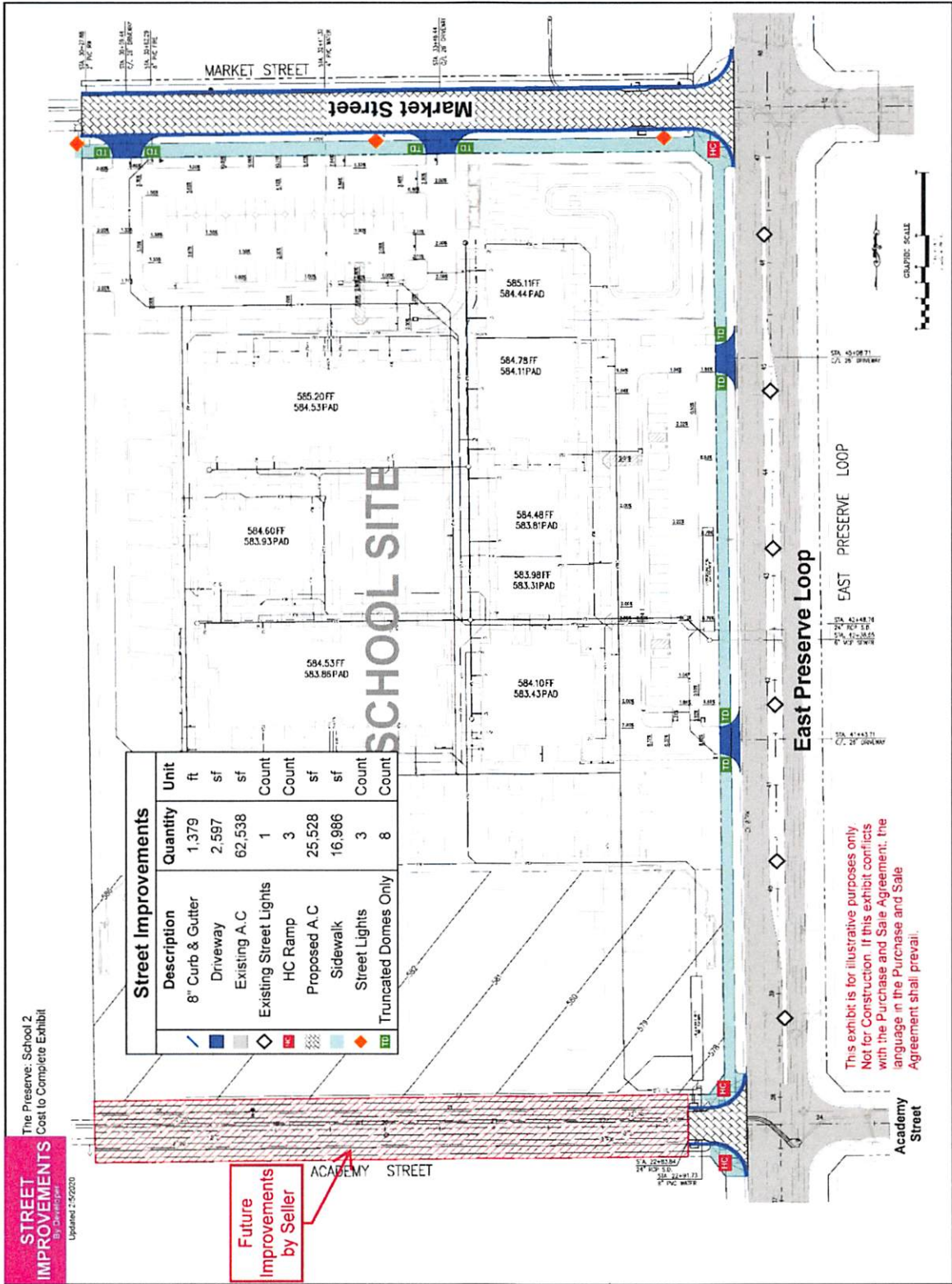


Exhibit F

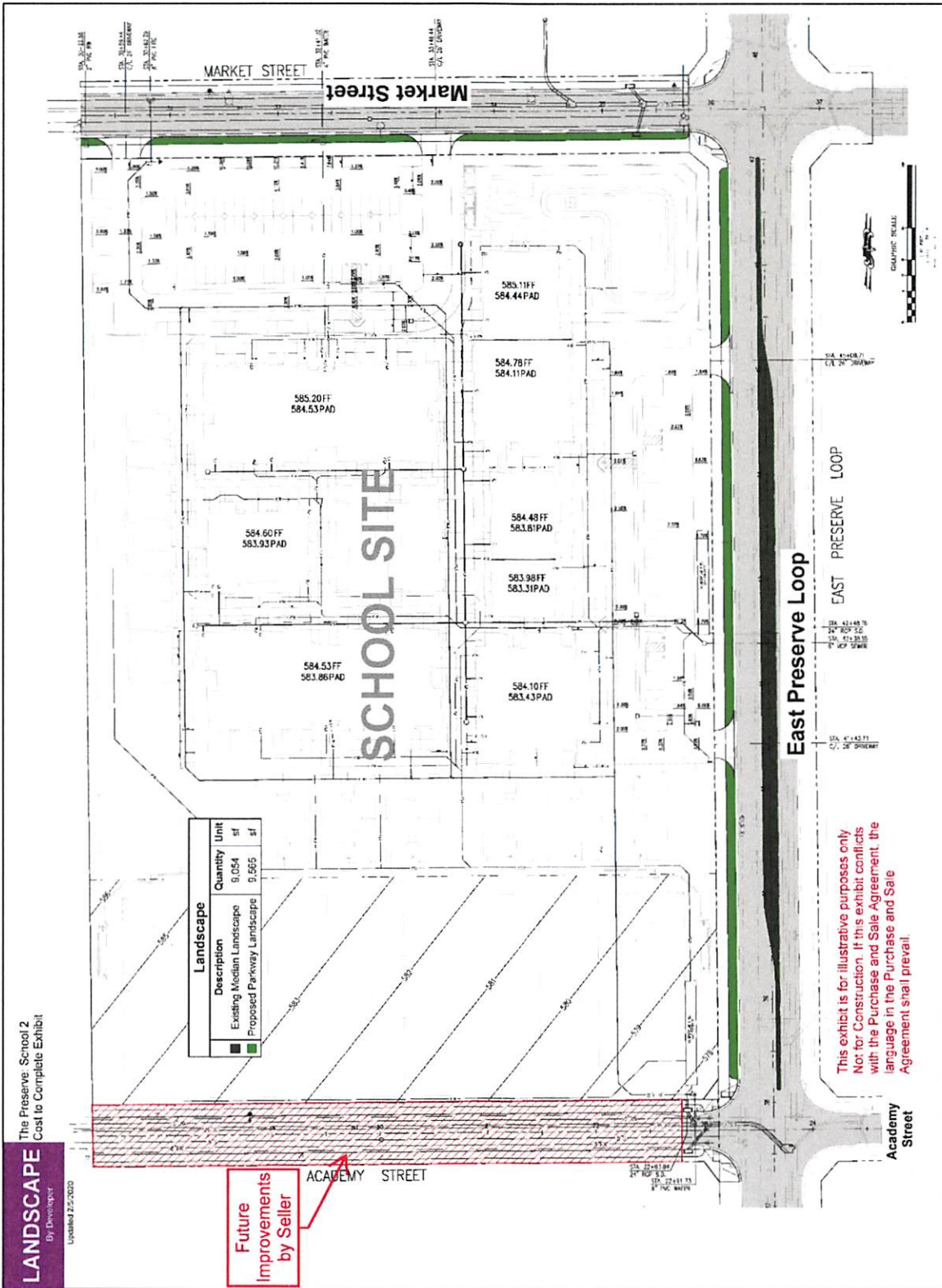


Exhibit F

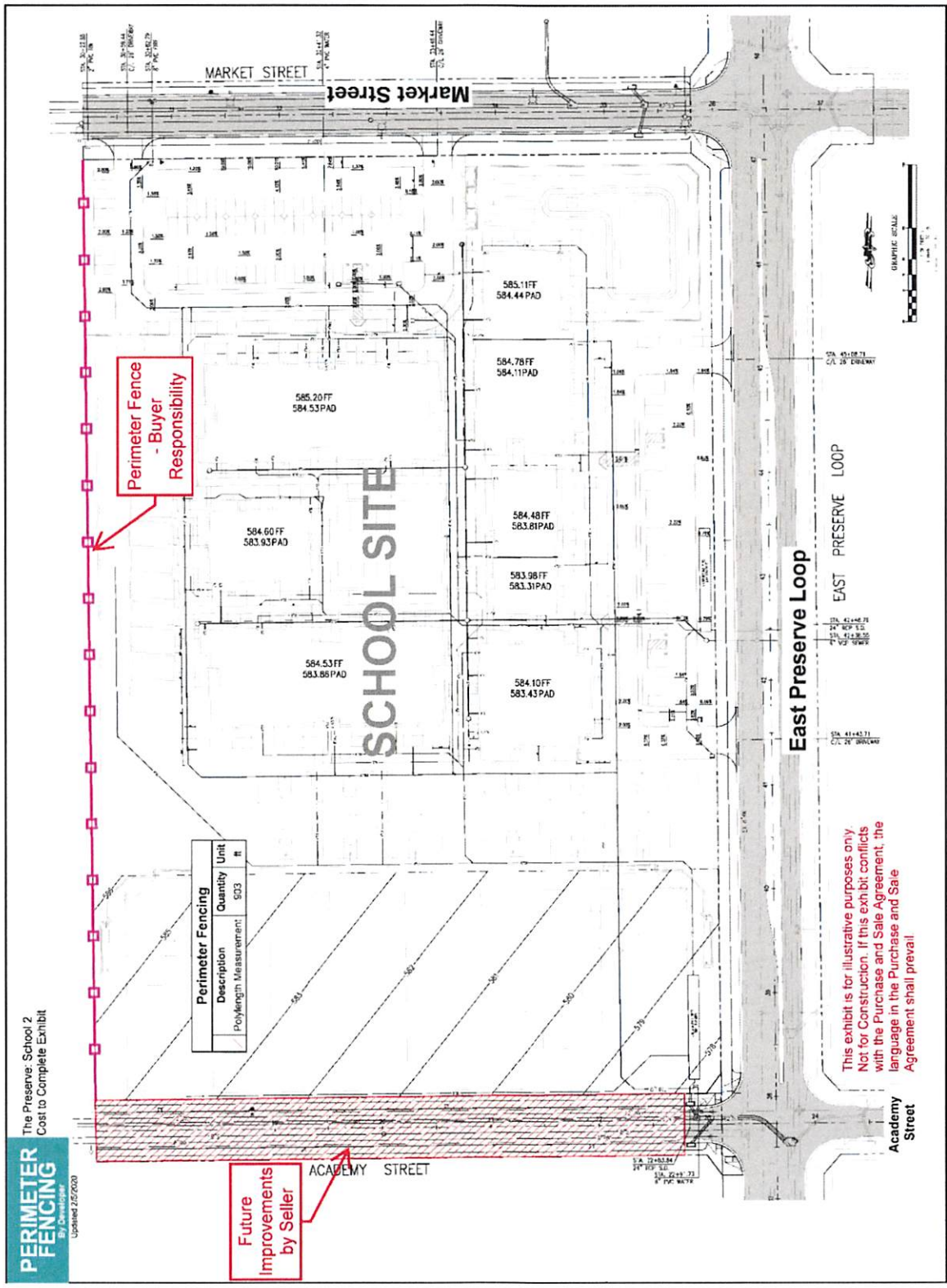



EXHIBIT "F-1" Seller Post-Closing Improvements Cost Estimate

RESOLUTION NO 2015-078
EXHIBIT C

	CITY OF CHINO	
	ENGINEERING COST ESTIMATE	
	PROJECT NO:	<u>Preserve School 2</u>
	LOCATION :	<u>East Preserve Loop at Market Street</u>
By:	<u>PS</u>	
DATE:	<u>2/5/2020</u>	

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
1,379	LF	PCC 8" Curb & 24" Gutter - Market Street	\$ 23.00	\$ 31,717.00
16,986	SF	4" PCC Sidewalk - Market Street	\$ 5.80	\$ 98,518.80
2,597	SF	6" PCC Thick Drive Approach	\$ 7.40	\$ 19,217.80
25,528	SF	AC - 6" - Market Street	\$ 2.85	\$ 72,754.80
25,528	SF	CAB - 8" - Market Street	\$ 2.90	\$ 74,031.20
6	EA	Adjust Sewer Manhole to Grade	\$ 665.00	\$ 3,990.00
3	EA	Street Light (HOA Owner) - Market Street	\$ 6,700.00	\$ 20,100.00
562	LF	Signing & Striping for Local - Market Street	\$ 7.00	\$ 3,934.00
9,565	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems) - Market Street	\$ 10.00	\$ 95,650.00
3	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 12,000.00
8	EA	Truncated Dome Mats	\$ 500.00	\$ 4,000.00
		STREET SUBTOTAL		\$ 435,913.60



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Preserve School 2
LOCATION : East Preserve Loop at Market Street
By: PS
DATE: 2/5/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
43	LF	4" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 50.00	\$ 2,150.00
78	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 75.00	\$ 5,850.00
599	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 90.00	\$ 53,910.00
2	EA	8' Gate Valve	\$ 2,000.00	\$ 4,000.00
4	EA	12" Gate Valve	\$ 2,800.00	\$ 11,200.00
1	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ 7,500.00
2	EA	Blow-off Assembly 6" per City Std.	\$ 4,500.00	\$ 9,000.00
		WATER SUBTOTAL		\$ 93,610.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Preserve School 2
 LOCATION : East Preserve Loop at Market Street
 By: PS
 DATE: 2/5/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
600	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 75.00	\$ 45,000.00
1	EA	2' Water Service/Meter	\$ 4,500.00	\$ 4,500.00
		RECYCLED WATER SUBTOTAL		\$ 49,500.00

CITY OF CHINO



ENGINEERING COST ESTIMATE

PROJECT NO: Preserve School 2
LOCATION : East Preserve Loop at Market Street
By: PS
DATE: 2/5/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
42	LF	6" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$ 85.00	\$ 3,570.00
78	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$ 92.00	\$ 7,176.00
550	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$ 98.00	\$ 53,900.00
3	EA	48" Sewer Manhole	\$ 5,000.00	\$ 15,000.00
		SEWER SUBTOTAL		\$ 79,646.00

CITY OF CHINO



ENGINEERING COST ESTIMATE

PROJECT NO: Preserve School 2
LOCATION : East Preserve Loop at Market Street
By: PS
DATE: 2/5/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
45	LF	42" C.M.P (10 Gauge)	\$ 250.00	\$ 11,250.00
4	EA	Storm Drain Manhole #1	\$ 5,000.00	\$ 20,000.00
1	EA	Junction Structure #2 (24" or larger)	\$ 4,400.00	\$ 4,400.00
4	EA	Catch Basin 7' Width/L.D.	\$ 6,100.00	\$ 24,400.00
165	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 150.00	\$ 24,750.00
66	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ 11,550.00
444	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ 106,560.00
158	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 275.00	\$ 43,450.00
		STORM DRAIN SUBTOTAL		\$ 246,360.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Preserve School 2
LOCATION : East Preserve Loop at Market Street
By: PS
DATE: 2/5/2020

Quantity	Unit	Item	Unit Price	Total Cost Per Item
ENGINEER'S ESTIMATE GRAND TOTAL				\$ 905,029.60

BY ENGINEER
Prepared By: _____
R.C.E. Number: _____
Expiration: _____

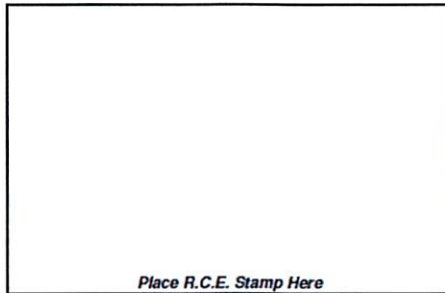


EXHIBIT "G"
TITLE REPORT
[SEE ATTACHED]

Exhibit G



4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: Steven Gomez/Andrew Margo (BS-RIV)
Escrow Officer: Builder Services OAC

Order No.: 989-30031550-A-SG4

TO:
Lewis Management Corp.
1156 N. Mountain
Upland, CA 91785

ATTN: Araceli Verduzco
YOUR REFERENCE:

PROPERTY ADDRESS: Chino - The Preserve, Chino, CA

AMENDED PRELIMINARY REPORT

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

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

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

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

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

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

Countersigned by:

Authorized Signature



4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: January 23, 2020 at 7:30 a.m., Amended: February 5, 2020, Amendment No. A

ORDER NO.: 989-30031550-A-SG4

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

ALTA Extended Owners Policy (6-17-06)

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

A FEE

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

CHINO HOLDING COMPANY, LLC, a Delaware limited liability company

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

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

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

BEING THAT PORTION OF PARCEL 1 OF [PARCEL MAP NO. 1096](#) IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN [BOOK 12, PAGE 21 OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF [TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP;
THENCE SOUTH 00° 40' 58" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 868 .82 FEET;
THENCE SOUTH 34° 18' 24" WEST, 24.41 FEET;
THENCE SOUTH 89° 19' 02" WEST 564.70 FEET;
THENCE NORTH 00° 40' 58" WEST, 903.82 FEET;
THENCE NORTH 89° 19' 02" EAST, 561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON [TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;
THENCE SOUTH 49° 15' 32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING.

APN(s): PORTION OF [1057-181-35-0-000](#)

EXCEPTIONS

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

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.

B. Property taxes, including any personal property taxes and any assessments collected with 2019-2020 fiscal year taxes are as follows:

Tax Identification No.: 1057-181-35
1st Installment: \$47,703.75, PAID
2nd Installment: \$47,703.71, OPEN
Code Area: 001-164

C. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. 2003-3 of the City of Chino
For: Costs of all facilities in Exhibit "A" of said document
Disclosed by: Notice of Special Tax Lien
Recording Date: July 29, 2004
Recording No.: [2004-0543345 Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Chino, County of San Bernardino. The tax may not be prepaid.

Further information may be obtained by contacting:

Director of Finance of the City of Chino
P.O. Box 667
13220 Central Avenue
Chino, California 91708-0667
(909) 464-8340

D. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. 2003-3 of the City of Chino
For: To finance the costs of, acquisition and construction of public facilities described on Exhibit A attached
Disclosed by: First Amended Notice of Special Tax Lien (Subarea B Severance)
Recording Date: March 22, 2005
Recording No.: [2005-0195747 Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Chino, County of San Bernardino. The tax may not be prepaid.

Further information may be obtained by contacting:

Director of Finance of the City of Chino
13220 Central Avenue
Chino, California 91708-0667
(909) 464-8340

**EXCEPTIONS
(Continued)**

- E. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. 2003-3 of the City of Chino
For: Purpose of financing the costs of services described on Exhibit A attached hereto
Disclosed by: Second Amended Notice of Special Tax Lien (Improvement Area 2 Modifications)
Recording Date: November 15, 2005
Recording No.: [2005-0856103 Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Chino, County of San Bernardino. The tax may not be prepaid.

Further information may be obtained by contacting:

City of Chino Finance Department
13220 Central Avenue
Chino, California 91708-0667
(909) 591-9819

- F. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. 2003-3 of the City of Chino
For: The purpose of financing costs of services described on Exhibit A attached hereto
Disclosed by: Third Amended Notice of Special Tax Lien (Improvement Area 5 Formation)
Recording Date: June 19, 2008
Recording No.: [2008-0280334 Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Chino, County of San Bernardino. The tax may not be prepaid.

Further information may be obtained by contacting:

Director of Finance of the City of Chino
13220 Central Avenue
Chino, California 91708-0667
(909) 591-9819

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

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

**EXCEPTIONS
(Continued)**

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

Granted to: Chino Basin Municipal Water District
Purpose: pipelines
Recording Date: October 17, 1972
Recording No: [Book 8042, Page 731 Official Records](#)
Affects: as described therein

3. Intentionally Deleted .

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: highway and road purposes
Recording Date: May 15, 1973
Recording No: [Book 8183, Page 1139 Official Records](#)
Affects: as described therein

5. Matters contained in that certain document

Entitled: Declaration of Covenants, Conditions, Restrictions and Easements
Dated: October 29, 1999
Executed by: Stueve Bros. Farms, LLC, a California limited liability company
Recording Date: October 29, 1999
Recording No: [454314 Official Records](#)

Reference is hereby made to said document for full particulars.

and Recording Date: January 02, 2003
and Recording No: [0000047 Official Records](#)

6. Matters contained in that certain document

Entitled: Preserve Development Agreement
Dated: July 1, 2004
Executed by: City of Chino and Chino Holding Company, LLC, a Delaware limited liability company qualified to do business in California et al
Recording Date: June 17, 2004
Recording No: [2004-0428962 Official Records](#)

Reference is hereby made to said document for full particulars.

Certificates of Compliance were recorded [August 16, 2005 as Instrument No. 2005-0600861](#); [September 14, 2006 as Instrument No. 2006-0630434](#); [August 21, 2007 as Instrument No. 2007-0486174](#); [October 17, 2008 as Instrument No. 2008-0462504](#); [November 10, 2008 as Instrument No. 2008-0492300](#); [October 23, 2009 as Instrument No. 2009-0464952](#); [September 3, 2010 as Instrument No. 2010-0364001](#); [December 16, 2013 as Instrument No. 2013-0537225](#); [February 3, 2015 as Instrument No. 2015-0043249](#); and [September 16, 2015 as Instrument No. 2015-0403194](#) all Official Records.

First Amendment to Preserve Development Agreement (Contract No. 2004-073), was recorded [December 22, 2008 as Instrument No. 2008-0563617 Official Records](#).

Second Amendment to Preserve Development Agreement (Contract No. 2004-073), was recorded on [February 20, 2014 as Instrument No. 2014-0068048 Official Records](#).

**EXCEPTIONS
(Continued)**

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

Granted to: Southern California Edison Company
Purpose: Public utilities
Recording Date: November 07, 2018
Recording No: [2018-0405685 Official Records](#)
Affects: as described therein

8. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
9. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

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

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Chino Holding Company, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
 - f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
 - g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.
2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

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

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 1057-181-35-0-000
Fiscal Year: 2018-2019
1st Installment: \$46,646.29
2nd Installment: \$46,646.26
Exemption: \$0.00
Code Area: 001-164
2. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
7. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Steven Gomez/Andrew Margo (BS-RIV)/aag

EXHIBIT "H"
SELLER FUTURE DEVELOPMENT PLANS

[SEE ATTACHED]

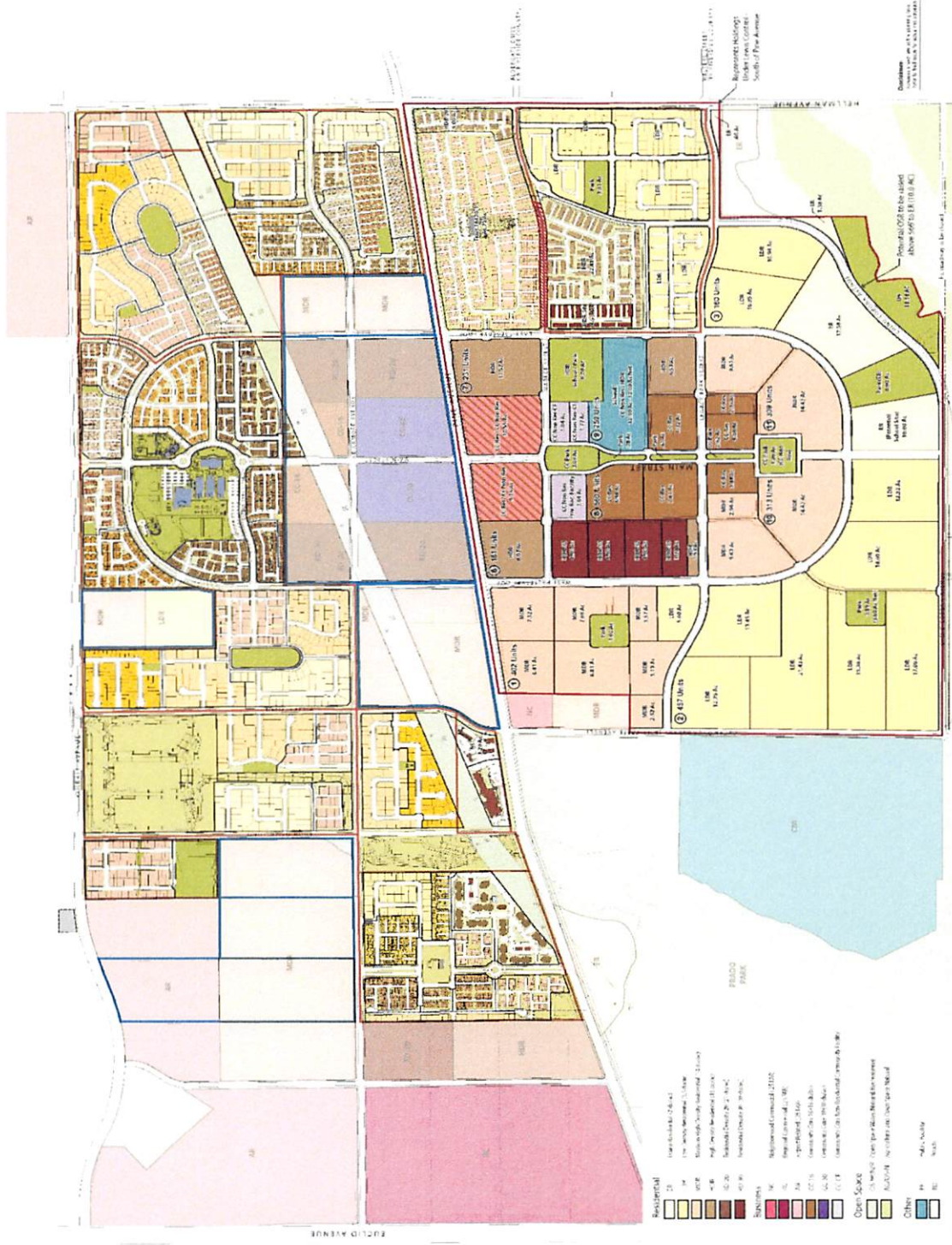
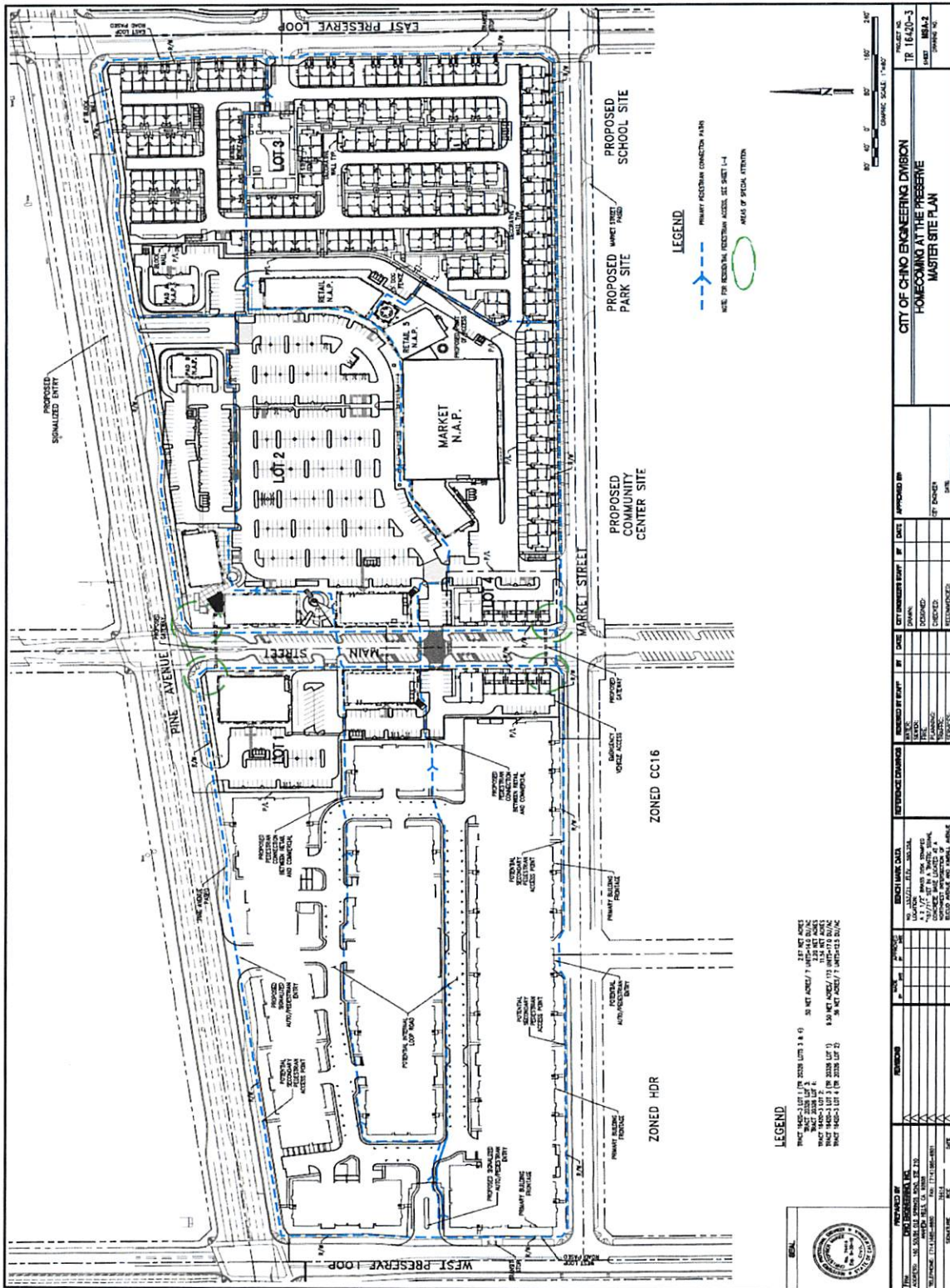


Exhibit H



LEGEND

1. 20' WET AREAS
 2. 30' WET AREAS
 3. 40' WET AREAS
 4. 50' WET AREAS
 5. 60' WET AREAS
 6. 70' WET AREAS
 7. 80' WET AREAS
 8. 90' WET AREAS
 9. 100' WET AREAS
 10. 110' WET AREAS
 11. 120' WET AREAS
 12. 130' WET AREAS
 13. 140' WET AREAS
 14. 150' WET AREAS
 15. 160' WET AREAS
 16. 170' WET AREAS
 17. 180' WET AREAS
 18. 190' WET AREAS
 19. 200' WET AREAS
 20. 210' WET AREAS
 21. 220' WET AREAS
 22. 230' WET AREAS
 23. 240' WET AREAS
 24. 250' WET AREAS
 25. 260' WET AREAS
 26. 270' WET AREAS
 27. 280' WET AREAS
 28. 290' WET AREAS
 29. 300' WET AREAS
 30. 310' WET AREAS
 31. 320' WET AREAS
 32. 330' WET AREAS
 33. 340' WET AREAS
 34. 350' WET AREAS
 35. 360' WET AREAS
 36. 370' WET AREAS
 37. 380' WET AREAS
 38. 390' WET AREAS
 39. 400' WET AREAS
 40. 410' WET AREAS
 41. 420' WET AREAS
 42. 430' WET AREAS
 43. 440' WET AREAS
 44. 450' WET AREAS
 45. 460' WET AREAS
 46. 470' WET AREAS
 47. 480' WET AREAS
 48. 490' WET AREAS
 49. 500' WET AREAS
 50. 510' WET AREAS
 51. 520' WET AREAS
 52. 530' WET AREAS
 53. 540' WET AREAS
 54. 550' WET AREAS
 55. 560' WET AREAS
 56. 570' WET AREAS
 57. 580' WET AREAS
 58. 590' WET AREAS
 59. 600' WET AREAS
 60. 610' WET AREAS
 61. 620' WET AREAS
 62. 630' WET AREAS
 63. 640' WET AREAS
 64. 650' WET AREAS
 65. 660' WET AREAS
 66. 670' WET AREAS
 67. 680' WET AREAS
 68. 690' WET AREAS
 69. 700' WET AREAS
 70. 710' WET AREAS
 71. 720' WET AREAS
 72. 730' WET AREAS
 73. 740' WET AREAS
 74. 750' WET AREAS
 75. 760' WET AREAS
 76. 770' WET AREAS
 77. 780' WET AREAS
 78. 790' WET AREAS
 79. 800' WET AREAS
 80. 810' WET AREAS
 81. 820' WET AREAS
 82. 830' WET AREAS
 83. 840' WET AREAS
 84. 850' WET AREAS
 85. 860' WET AREAS
 86. 870' WET AREAS
 87. 880' WET AREAS
 88. 890' WET AREAS
 89. 900' WET AREAS
 90. 910' WET AREAS
 91. 920' WET AREAS
 92. 930' WET AREAS
 93. 940' WET AREAS
 94. 950' WET AREAS
 95. 960' WET AREAS
 96. 970' WET AREAS
 97. 980' WET AREAS
 98. 990' WET AREAS
 99. 1000' WET AREAS



PROPOSED BY CHINO ENGINEERING DMBON 16400-3 16400-3 16400-3 16400-3		APPROVED BY DATE DATE DATE DATE	
REVISIONS NO. DATE DESCRIPTION 1 11/15/2019 16400-3 2 11/15/2019 16400-3 3 11/15/2019 16400-3 4 11/15/2019 16400-3 5 11/15/2019 16400-3 6 11/15/2019 16400-3 7 11/15/2019 16400-3 8 11/15/2019 16400-3 9 11/15/2019 16400-3 10 11/15/2019 16400-3 11 11/15/2019 16400-3 12 11/15/2019 16400-3 13 11/15/2019 16400-3 14 11/15/2019 16400-3 15 11/15/2019 16400-3 16 11/15/2019 16400-3 17 11/15/2019 16400-3 18 11/15/2019 16400-3 19 11/15/2019 16400-3 20 11/15/2019 16400-3 21 11/15/2019 16400-3 22 11/15/2019 16400-3 23 11/15/2019 16400-3 24 11/15/2019 16400-3 25 11/15/2019 16400-3 26 11/15/2019 16400-3 27 11/15/2019 16400-3 28 11/15/2019 16400-3 29 11/15/2019 16400-3 30 11/15/2019 16400-3 31 11/15/2019 16400-3 32 11/15/2019 16400-3 33 11/15/2019 16400-3 34 11/15/2019 16400-3 35 11/15/2019 16400-3 36 11/15/2019 16400-3 37 11/15/2019 16400-3 38 11/15/2019 16400-3 39 11/15/2019 16400-3 40 11/15/2019 16400-3 41 11/15/2019 16400-3 42 11/15/2019 16400-3 43 11/15/2019 16400-3 44 11/15/2019 16400-3 45 11/15/2019 16400-3 46 11/15/2019 16400-3 47 11/15/2019 16400-3 48 11/15/2019 16400-3 49 11/15/2019 16400-3 50 11/15/2019 16400-3 51 11/15/2019 16400-3 52 11/15/2019 16400-3 53 11/15/2019 16400-3 54 11/15/2019 16400-3 55 11/15/2019 16400-3 56 11/15/2019 16400-3 57 11/15/2019 16400-3 58 11/15/2019 16400-3 59 11/15/2019 16400-3 60 11/15/2019 16400-3 61 11/15/2019 16400-3 62 11/15/2019 16400-3 63 11/15/2019 16400-3 64 11/15/2019 16400-3 65 11/15/2019 16400-3 66 11/15/2019 16400-3 67 11/15/2019 16400-3 68 11/15/2019 16400-3 69 11/15/2019 16400-3 70 11/15/2019 16400-3 71 11/15/2019 16400-3 72 11/15/2019 16400-3 73 11/15/2019 16400-3 74 11/15/2019 16400-3 75 11/15/2019 16400-3 76 11/15/2019 16400-3 77 11/15/2019 16400-3 78 11/15/2019 16400-3 79 11/15/2019 16400-3 80 11/15/2019 16400-3 81 11/15/2019 16400-3 82 11/15/2019 16400-3 83 11/15/2019 16400-3 84 11/15/2019 16400-3 85 11/15/2019 16400-3 86 11/15/2019 16400-3 87 11/15/2019 16400-3 88 11/15/2019 16400-3 89 11/15/2019 16400-3 90 11/15/2019 16400-3 91 11/15/2019 16400-3 92 11/15/2019 16400-3 93 11/15/2019 16400-3 94 11/15/2019 16400-3 95 11/15/2019 16400-3 96 11/15/2019 16400-3 97 11/15/2019 16400-3 98 11/15/2019 16400-3 99 11/15/2019 16400-3 100 11/15/2019 16400-3		REFERENCE COMMENTS 1. 16400-3 2. 16400-3 3. 16400-3 4. 16400-3 5. 16400-3 6. 16400-3 7. 16400-3 8. 16400-3 9. 16400-3 10. 16400-3 11. 16400-3 12. 16400-3 13. 16400-3 14. 16400-3 15. 16400-3 16. 16400-3 17. 16400-3 18. 16400-3 19. 16400-3 20. 16400-3 21. 16400-3 22. 16400-3 23. 16400-3 24. 16400-3 25. 16400-3 26. 16400-3 27. 16400-3 28. 16400-3 29. 16400-3 30. 16400-3 31. 16400-3 32. 16400-3 33. 16400-3 34. 16400-3 35. 16400-3 36. 16400-3 37. 16400-3 38. 16400-3 39. 16400-3 40. 16400-3 41. 16400-3 42. 16400-3 43. 16400-3 44. 16400-3 45. 16400-3 46. 16400-3 47. 16400-3 48. 16400-3 49. 16400-3 50. 16400-3 51. 16400-3 52. 16400-3 53. 16400-3 54. 16400-3 55. 16400-3 56. 16400-3 57. 16400-3 58. 16400-3 59. 16400-3 60. 16400-3 61. 16400-3 62. 16400-3 63. 16400-3 64. 16400-3 65. 16400-3 66. 16400-3 67. 16400-3 68. 16400-3 69. 16400-3 70. 16400-3 71. 16400-3 72. 16400-3 73. 16400-3 74. 16400-3 75. 16400-3 76. 16400-3 77. 16400-3 78. 16400-3 79. 16400-3 80. 16400-3 81. 16400-3 82. 16400-3 83. 16400-3 84. 16400-3 85. 16400-3 86. 16400-3 87. 16400-3 88. 16400-3 89. 16400-3 90. 16400-3 91. 16400-3 92. 16400-3 93. 16400-3 94. 16400-3 95. 16400-3 96. 16400-3 97. 16400-3 98. 16400-3 99. 16400-3 100. 16400-3	

Exhibit H
 July 15, 2021
 Page 91

Homecoming/Town Center Uses

Town Center:

- Grocery
 - Off premise sales of liquor/beer/wine
- Restaurants/Bars
 - Full service sit down with full liquor service
 - Fast Casual w/beer/wine sales
 - Fast food
 - Coffee/juice/tea/desert uses
- Drugstore
 - Prescription & over the counter medications sales
 - Off premise sales of liquor/beer/wine
- Retail
 - Soft goods/apparel sales
 - Hardware
 - Pet store
 - Jewelry
 - Electronics sales/repair
- Financial Services
 - Bank
 - Credit Union
 - Personal Financial Services
- Service Uses
 - Spas
 - Medical/Dental/Optomety
 - Salons/Beauty/Barber/Specialty; i.e. nails, wax
 - Educational/Tutoring
 - Fitness/Health Clubs
- Miscellaneous
 - Office (insurance)
 - Floral
 - Jewelry
- Fuel Station
 - Convenience store/carwash/beer wine sales

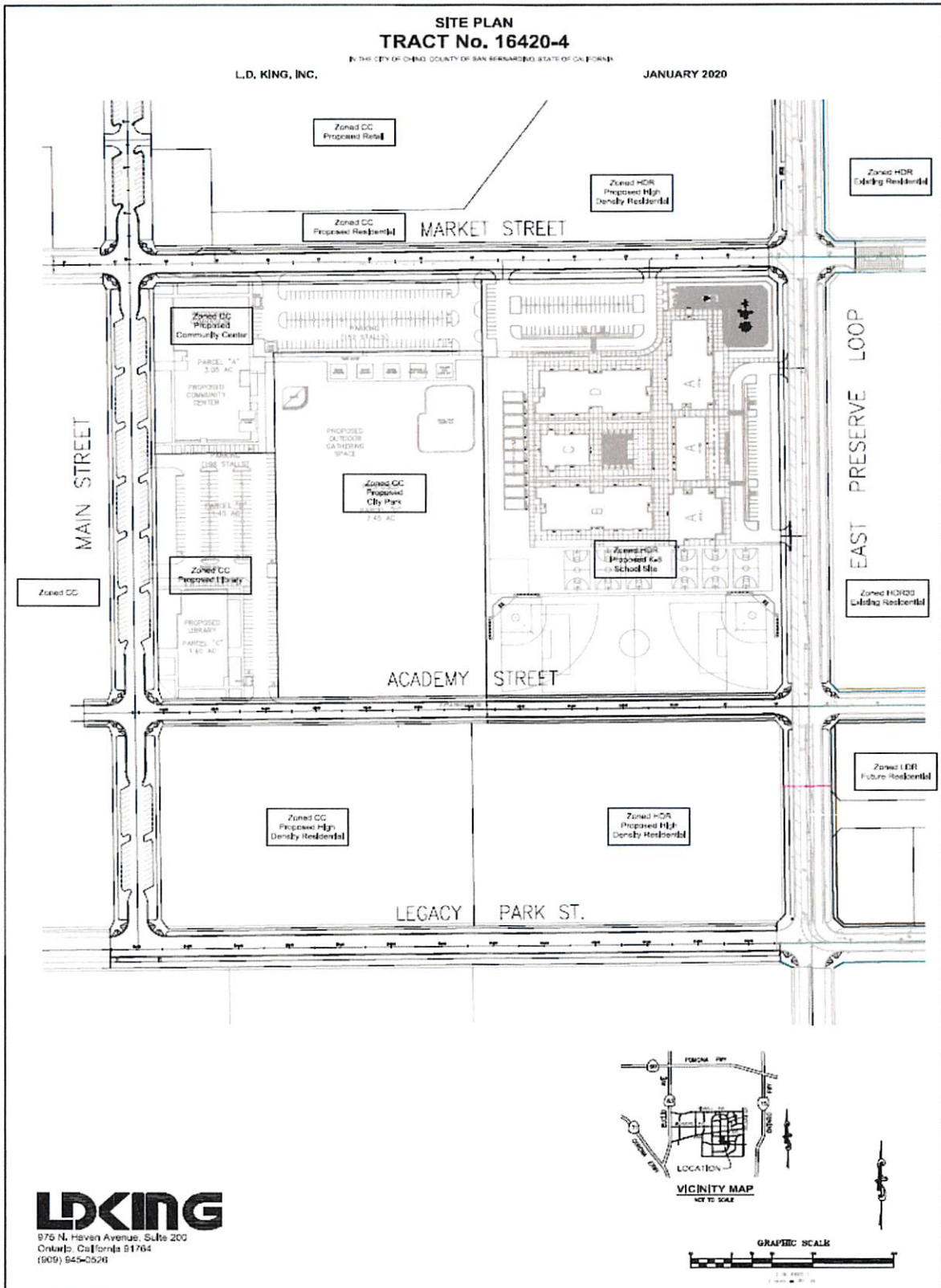
Homecoming Apartments (approximately 200 apartments)

**SITE PLAN
TRACT No. 16420-4**

IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

L.D. KING, INC.

JANUARY 2020



LKING

975 N. Haven Avenue, Suite 200
Ontario, California 91764
(909) 945-2526

EXHIBIT "I"
SCHOOL PERIMETER FENCE PLAN/SPECIFICATIONS

District Fencing Specifications:

Quantity	UOM	Description
1	LF	Approximately 900 LF of 6' high tubular steel fencing (Ameristar (or equal as required by Public Contract Code Section 3400)) Product Montage Plus Classic 2 Rail) to include the following: 2 ½" Square Posts 1 ½" Rails; ¾" Pickets 4" Picket Space Color: Black

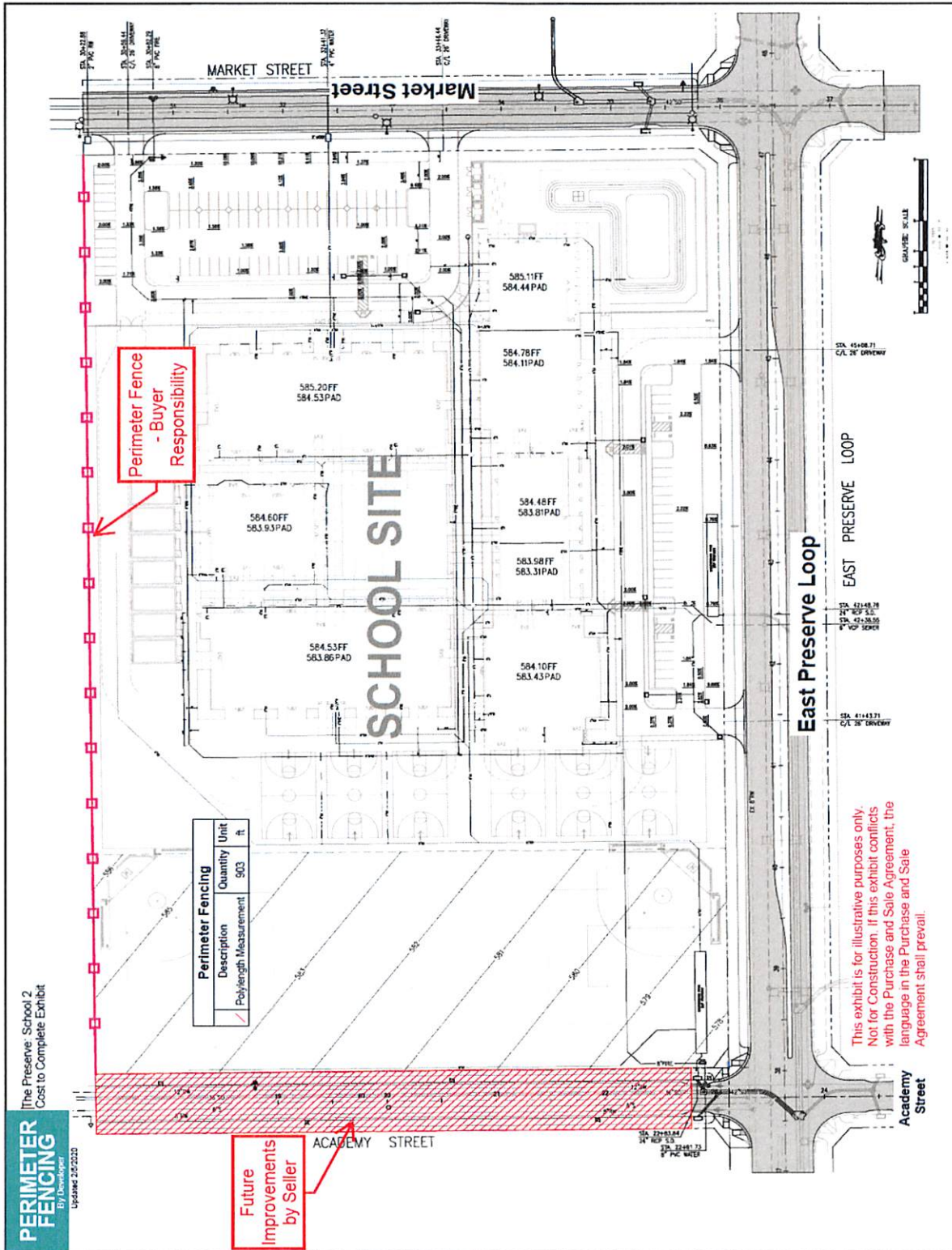


Exhibit I

SCHEDULE 1

LIST OF APPROVED APPRAISERS

(TO BE COMPLETED DURING DUE DILIGENCE PERIOD)

SCHEDULE 2
LIST OF DUE DILIGENCE MATERIALS

[SELLER WILL UPDATE PRIOR TO CLOSING AS NECESSARY]

1. The Preserve at Chino, Community Design Guidelines prepared by EDAW/AECOM, William Hezmalhalch Architects, Inc. and SITESCAPES, Inc. adopted July 17, 2003 and Amended September 2016;
2. The Preserve Specific Plan, prepared by The Planning Center, dated March 2003 and Amended September 2016;
3. The Preserve Development Agreement recorded on June 17, 2004;
4. The Preserve Development Agreement - First Amendment, recorded on December 22, 2008;
5. The Preserve Development Agreement - Second Amendment, recorded on February 20, 2014;
6. The Preserve Development Agreement - Third Amendment, recorded on November 15, 2016;
7. CEQA Addendum to the Certified EIR for The Preserve Specific Plan-Chino Sphere of Influence-Sub Area 2, City of Chino (SCH# 2000121036) Specific Plan Amendment 2007-02 dated January 9, 2008;
8. CEQA Addendum to The Preserve-Chino Sphere of Influence-Sub Area 2 EIR for South of Pine and Flores Project, dated September 2016;
9. Phase I Environmental Site Assessment, Steuve Brothers Dairy Farms, Chino, CA prepared by Blasland, Bouck & Lee, Inc. dated September 1999;

10. The Preserve at Chino Community Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Preserve at Chino, updated November 2019.
11. The Preserve at Chino Community and Contiguous Area Disclosure Statement, updated October 2018.
12. Preliminary Title Report No. 989-30031550-SG4 prepared by Fidelity National Title Company dated June 17, 2019.
13. Community Facilities District No. 2003-3 of the City of Chino; Notice of Special Tax Lien recorded July 29, 2004.
14. Community Facilities District No. 2003-3 of the City of Chino; First Amended Notice of Special Tax Lien (Subarea B Severance) recorded March 22, 2005.
15. Community Facilities District No. 2003-3 of the City of Chino; Second Amended Notice of Special Tax Lien (Improvement Area 2 Modifications) recorded November 12, 2005.
16. Community Facilities District No. 2003-3 of the City of Chino; Third Amended Notice of Special Tax Lien (Improvement Area 5 Formation) recorded June 19, 2008.
17. Approved Tentative Tract Map 16420 - Includes Phasing Plan for Public improvements February 13, 2008

**SCHEDULE 3
DEVELOPMENT CC&RS**

RECORDING REQUESTED BY AND

Fidelity Title Company

WHEN RECORDED RETURN TO:

Chino Holding Company, LLC
c/o Lewis Management Corp.
Attn: Legal Dept. (Brad Francke)
P. O. Box 670
Upland, CA 91785-0670
1156 North Mountain Avenue
Upland, CA 91786

**DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR PRESERVE SCHOOL 2 SITE**

This Declaration of Development Covenants, Conditions, and Restrictions for Preserve 2 School Site (the "**Declaration**") is made on _____, 20__, by CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district duly organized and validly existing under the Constitution and Laws of the State of California ("**District**"), and shall be effective upon its recordation (the "**Effective Date**").

RECITALS

A. CHINO HOLDING COMPANY, LLC, a Delaware limited liability company ("**CHC**") and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("**CPDC**") and their affiliated entities (collectively "**Owner**") each own portions of the real property in the City of Chino ("**City**"), California, as described on **Exhibit A** attached hereto (the "**Benefitted Property**"). The Benefitted Property is located within the master planned community called "The Preserve at Chino" ("**The Preserve**").

B. Pursuant to the unrecorded Purchase and Sale Agreement dated _____, 20__ between CHC and District (the "**Purchase Agreement**"), District has purchased the real property in the Preserve described in **Exhibit B** attached hereto (the "**Covered Property**"). Any capitalized terms not defined in this Declaration shall have the meaning given those terms in the Purchase Agreement.

C. Owner conveyed the Covered Property to District for District's development and operation of a K-8 School (the "**School**").

D. Owner proposes to develop The Preserve for residential, commercial and other uses in a manner consistent with Owner's overall concept and design for The Preserve as set forth in (i) The Preserve Specific Plan adopted by the City on March 25, 2003 and amended February, 2008, January, 2009 and August, 2011, as such may be further amended from time-to-time and approved by the City (the "**Specific Plan**"), and (ii) The Preserve Design Guidelines

dated July 17, 2003, as amended in February, 2008, as such may be further amended from time-to-time and approved by the City (collectively, the "**Specific Plan Guidelines**").

D. To ensure that the Covered Property is developed in a quality manner, consistent and in harmony with the high development standards utilized or to be utilized by Owner in the development of The Preserve, and in accordance with the Specific Plan and Specific Plan Guidelines, Owner has required, as a prior condition to its conveyance of the Covered Property to District, that District execute, acknowledge and record this Declaration immediately upon District obtaining title to the Covered Property.

DECLARATION

THEREFORE, District declares that the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, and easements which shall run with the Covered Property or any portion thereof and shall be binding upon all parties having or acquiring any right, title, or interest in the Covered Property, or any portion thereof, and are for the benefit of Owner, its successors and assigns, and the Benefitted Property, as follows:

1. Construction of the Project.

1.1 **Project.** All construction work and improvements required for the development of a K-8 School on the Covered Property is hereinafter called the "**Project**."

1.2 **Manner of Construction.** The entire Project shall be performed or constructed by a duly licensed general contractor and duly licensed subcontractors in a good and workmanlike manner in accordance with (a) the plans and specifications approved for the Project by the Division of State Architects ("**DSA**"), (b) all applicable laws, and (c) generally accepted engineering standards concerning geotechnical and soils conditions. District shall be solely responsible for all means, methods, techniques, sequences, and procedures used in the performance or construction of the Project. District shall be responsible for the application of and obtaining of all permits and approvals from governmental authorities required for the Project.

1.3 **Perimeter Fence Requirement.** District shall, as part of the construction of the School, construct, at District's sole cost, a perimeter tubular steel fence, six feet (6') in height and approximately nine hundred feet (900') in length, in the location marked on **Exhibit I** attached hereto and in accordance with those specifications set forth in **Exhibit I** (the "**District Fence**") which specifications shall be modified by Seller and District if necessary to meet minimum DSA standards. In the event the District Fence has not been completed by the District prior the completion of the School construction in accordance with this Section 5.9, then Seller may, upon thirty (30) days prior written notice, complete the construction of the District Fence, whereupon the District shall reimburse Seller for the costs paid by Seller to complete construction of the District Fence (plus ten percent (10%) of such costs for Seller overhead administration) within fifteen (15) days after written demand by Seller. Such amount shall accrue interest at the rate of ten percent (10%) per annum until paid commencing fifteen (15) days after delivery of the demand for payment by Seller. During construction District shall use standard temporary construction fencing/screening to restrict entry to the site. In addition, District agrees that after construction of the School is completed, any fencing constructed by the District along Academy Street, East Preserve Loop or Market Street shall also meet the tubular steel specifications in **Exhibit I** (modified as necessary to meet minimum DSA standards).

2. **District's Obligations With Respect To Construction of the Project.**

2.1 **Damage to Roads or Other improvements.** If District's construction activities in connection with the Project cause any damage to any public or private rights-of-way or to any improvements in such rights-of-way or to any improvements in, or which serve or benefit, the Benefitted Property, whether completed or under construction by Owner or others, District shall, on written demand from Owner, promptly repair and restore such rights-of-way or improvements. If District fails to commence such repair work within ten (10) business days (or such longer time as may be reasonably necessary) after receiving the notice and diligently prosecute the same to its completion, then Owner shall have the right to make such repairs, and District shall, upon written demand, reimburse Owner for Owner's actual expenses incurred in repairing and restoring such rights-of-way or improvements plus a fee equal to ten percent (10%) of such costs for overhead, administration, and supervision.

2.2 **Additional Obligations.** Subject to the terms of the Purchase Agreement and except for the Seller Improvements, if the City or any other governmental authority imposes any conditions, fees, or other obligations (in the broadest sense of that word) on or in connection with the Project that are required to be performed within the Covered Property, the performance and satisfaction of such additional obligations shall be the sole and exclusive responsibility of District, and Owner shall have no responsibility concerning them.

2.3 **Interference by Construction.** Any construction work District undertakes shall be performed so as not to unreasonably interfere with any construction work being performed on the Benefitted Property, or any part thereof, or unreasonably interfere with, and to minimize disruptions of, the use, occupancy or enjoyment of the Benefitted Property or any part thereof.

2.4 **Rules and Regulations.** During the period of construction of the Project, District shall observe the following rules and regulations:

(1) No construction work of any type shall be performed or conducted on the Covered Property between the hours of 8:00 p.m. and 6:00 a.m.; provided, if the City or other public agency imposes further restrictions on the time for construction, then such further restrictions shall apply.

(2) The Covered Property shall be kept reasonably free of weeds and debris, and all waste materials generated by the construction activities shall be removed and/or recycled, to the extent required by the City or other applicable governmental agency, as soon as reasonably possible.

(3) District shall provide adequate trash enclosures for the Project while under construction. All construction debris shall be placed in these enclosures at the end of each day.

(4) District shall take such action as is prudent and employ commercially reasonable methods, equipment, techniques, and activities required by Law to control ambient dust and the accumulation of dust on the Covered Property or dispersion of dust from the Covered Property; and

(5) District shall take such action as is prudent and employ all commercially reasonable methods, equipment, techniques, and activities required by Law to abate noise, and to mitigate and abate noise pollution.

3. **Development Restrictions.** Use of the Covered Property shall be subject to all of the restrictions and requirements set forth in the Specific Plan and Specific Plan Guidelines and in this Declaration.

3.1 **Compliance With Zoning.** Construction of the Project on the Covered Property shall be in compliance with all applicable zoning and other governmental restrictions pertaining to the Covered Property. District shall not seek to change any zoning or other governmental restrictions applicable to the Covered Property without the prior written consent of Owner, which consent shall be in Owner's sole and absolute discretion.

3.2 **NPDES.** District acknowledges receipt of a copy of the Storm Water Pollution Prevention Plan for The Preserve, as amended (the "**SWPPP**") and a copy of Owner's existing "NPDES" permit for The Preserve. Owner will, effective as of the Closing, terminate its existing NPDES permit for the Covered Property and District shall, from and after the Close of Escrow, assume sole responsibility and liability for compliance with all NPDES requirements for the Property, including the requirements to (a) file a Notice of Intent ("**NOI**") (b) review the existing SWPPP and amend if necessary, or to develop a new SWPPP within 45 days after the Effective Date of this Declaration, and (c) continue all erosion control and best management practices under the SWPPP (or amended or new SWPPP) for the Property. Without limiting the foregoing, District shall provide Owner with a copy of the complete NOI filed by District with the Regional Water Quality Control Board for the Covered Property together with a copy of the receipt letter from the Regional Water Quality Control Board containing District's waste discharge identification number for the Covered Property. District shall indemnify, defend and hold harmless Owner from any claims, damages, losses, liability, costs or expenses (including attorneys' fees) made against or suffered by Owner by reason of District's breach of its obligations under this Section or otherwise related to any NPDES violations concerning the Property which occur from and after the Closing.

4. **Easements for Benefitted Property.**

4.1 **Construction Easements.** District hereby grants to Owner, its successors and assigns, temporary easements in gross on, over, under, or across the Covered Property, together with the right of ingress and egress thereto, at location(s) reasonably approved by District, for the purpose of completing the construction of any Seller Post-Closing Improvements and/or any other work required to be constructed by Owner under the Purchase Agreement, including the right to deposit temporarily equipment and materials thereon for such purposes, so long as Owner's activity pursuant to this easement does not unreasonably interfere with District's construction, development and use of its Project on the Covered Property. Owner shall coordinate its activities with District and provide reasonable notice to District prior to any entry upon the Covered Property. This temporary easement shall terminate upon the completion of the Seller improvements and any future frontage improvements to Academy Street (to the extent such Academy Street improvements are required by the City).

5. **Intentionally Deleted.**

6. **Governmental Approvals.**

6.1 **District's Duty.** Except for Owner's obligations, District shall obtain, at its sole expense, all governmental approvals and permits which may from time to time be required concerning the construction of any improvements on the Covered Property, including, as applicable and without limitation, appropriate building permits and any other City or State approvals.

7. **No Opposition to Owner's Future Development Plans.** Owners have been and will continue to entitle and develop all of the land owned by Owner south of Pine Avenue within the Specific Plan. Such entitlements will include amendments to the City's General Plan, Specific Plan and related Development Agreement and also include subdivision mapping and other development permits (collectively the "**Owner Entitlements**"). Such development will include land uses as generally shown on **Exhibit H**, as modified by amendments to the General Plan, Specific Plan and related Development Agreement and may include industrial/office/commercial development near the Chino Women's Prison (collectively, the "**Owner Developments**"). Without limiting the foregoing, the Owner Entitlements and Owner Developments will include (i) the entitlement and development of an apartment project and adjacent retail center located immediately north across Market Street from the Covered Property and identified in **Exhibit H** as the "Homecoming at the Preserve Master Site Plan" (the "**Homecoming/Town Center Project**"), and (ii) the development of high high-density residential housing south of the Covered Property and public park, library and community center uses west of the Property within future Tract 16420-4 as identified in **Exhibit H** (the "**Tract 16420-4 Development**"). The retail component of the Homecoming/Town Center Project may include, without limitation, those types of uses listed in **Exhibit H** or other uses permitted by the City. District shall not object to or oppose City approval of any of the Owner Entitlements or Owner Developments, including without limitation, (i) the Homecoming/Town Center Project and any retail/commercial/office uses within the Homecoming/Town Center Project permitted by the City and (ii) the Tract 16420-4 Development so long as such entitlement, development and uses are in compliance with all applicable laws. In addition, District further agrees that it shall not oppose any increase or decrease in the amount of future residential development within the Preserve at Chino Specific Plan area. The covenants in this Section 7 shall survive the Closing under the Purchase Agreement.

8. **General Restrictions.**

8.1 **Prohibited Uses/Compliance With Laws.** Except as otherwise modified by law, no improvements on the Covered Property shall be used for any purpose other than as set forth in the Specific Plan or other master land use approvals for The Preserve or reasonably incident thereto, and nothing shall be done or kept in or on the Covered Property which would be in violation of any City, State or Federal laws or this Declaration

8.2 **Nuisances/Noise.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere on the Covered Property and no odor shall be permitted to arise therefrom which renders the Covered Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, except normal construction noise, shall be permitted to exist or operate upon any portion of the Covered Property so as to be offensive or detrimental to any of the Benefitted Property or to its occupants in the Preserve.

8.3 **Drainage.** District's draining of water, grading activities, and the construction of Improvements upon the Property shall not interfere with the established drainage pattern within the Benefitted Property. District shall not drain or discharge any water, including, without limitation, rainwater, except into an established drainage way or facility approved by the City for such purpose.

8.4 **No Hazardous Activities.** No activities shall be conducted on any portion of the Covered Property and no improvements shall be constructed on any portion of the Covered Property which are or might be unsafe or hazardous to any person or property.

8.5 **No Mining or Drilling.** No portion of the Covered Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth.

8.6 **Maintenance and Repair.** The Covered Property and all improvements thereto shall at all times be maintained in good, safe condition and repair and in a neat and attractive condition. No improvements, including, without limitation, perimeter walls or landscaping, shall be allowed to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition or condition of disrepair.

8.7 **Banners.** No balloons, beacons, or banners shall be constructed, placed, or maintained upon the Covered Property without the approval of the Owners (and City if applicable), which consent shall not be unreasonably withheld.

8.8 **No Electrical Interference.** No electrical devices which may unreasonably interfere with television or radio reception within the Benefitted Property shall be located, used, or placed on any portion of the Covered Property; provided the District may erect microwave and other facilities (but excluding cell towers) reasonably necessary to provide internet and other communications to the School.

8.9 **Structures.** All structures on the Covered Property shall be for education purposes only. No commercial uses including cell towers or vehicle charging stations shall be permitted. Structures on the Covered Property shall not exceed thirty (30) feet in height.

8.10 **Perimeter Walls.** All perimeter walls on the Covered Property shall be either block walls or tubular steel in accordance with the Preserve Specific Plan and Exhibit I attached hereto. The use of chain link fencing on the Covered Property is strictly prohibited.

9. **Enforcement.** Owner shall have the right to enforce, by proceedings at law or in equity, all provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such provisions, and the right to recover damages or other amounts due for such violation. The failure by Owner to enforce any provision herein in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other provision by District. All rights, options, and remedies of Owner under the Declaration are cumulative, and no one of them shall be exclusive of any other, and Owner shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Declaration.

10. **Assignment.** Owner may assign any of its rights and powers under this Declaration to any person or entity in which Owner, or any of its respective affiliates, owns a controlling interest. Upon the recordation of such writing accepting such assignment and assuming such duties, such person or entity shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Owner herein. Without limiting the generality of the foregoing, Owner may make such assignment as to the entire Benefitted Property, or any portion thereof. No owner of any portion of the Benefitted Property shall have any rights under this Section 10 unless and until such rights are assigned to such owner by Owner as stated above.

11. **Amendments.** This Declaration may only be amended by a writing approved and executed by Owner and District and recorded against the Covered Property.

12. **Miscellaneous.**

12.1 **Captions.** The captions used herein are for convenience only and are not a part of this Declaration and do not limit or amplify the provisions hereof.

12.2 **Interpretation; Governing Law.** This Declaration shall be construed as if prepared by both parties hereto. Each party has had full benefit of legal counsel in the preparation and negotiation of this Declaration. This Declaration shall be governed by and construed under California law.

12.3 **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Declaration, including all appeals of any such actions or proceedings, the prevailing party shall be entitled to recover, as determined by the Court, reasonable costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding, including, without limitation, attorneys' fees, expert witness fees, and court costs.

12.4 **Severability.** If any phrase, clause, sentence, paragraph, section, or other portion of this Declaration becomes illegal, null, void, or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

12.5 **Gender and Number.** In this Declaration (unless the context requires otherwise), the masculine, feminine, and neuter genders and the singular and plural include one another.

12.6 **Covenants Run with the Land; Term and Termination.** The covenants, restrictions, and reservations of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by Owner and any successors and assigns of Owner so designated by Owner in accordance with Section 10 herein.

12.7 **Notices.** All notices or other communications between Owner and District required or permitted hereunder shall be in writing and personally delivered, or sent by certified United States mail, postage prepaid, return receipt requested, faxed or emailed, or sent via overnight air courier (example, Federal Express) to the following addresses:

If to Owner, to:

CHINO HOLDING COMPANY, LLC
Attn: Bryan T. Goodman
c/o Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786-3633
Phone: (909) 946-7537
Fax: (909) 949-6795
Email: bryan.goodman@lewismc.com

With a Copy to: LEWIS MANAGEMENT CORP.
Attn: W. Bradford Francke
1156 North Mountain Avenue
Upland, CA 91786-3633
Phone: (909) 946-7538
Fax: (909) 949-6725
Email: brad.francke@lewismc.com

If to District, to: CHINO VALLEY UNIFIED SCHOOL
DISTRICT
Attn: Norm Enfield, Superintendent
5130 Riverside Drive
Chino, CA 91710
Phone: (909) 628-1201
Email: Norm.Enfield@chino.k12.ca.us

With copy to: TAO ROSSINI
Attn: Terry Tao
921 N. Harbor Blvd., Suite 408
La Habra, CA 90631
Phone: (714) 761-3007 ext. 700
Email: ttt@taorossini.com

Notices delivered personally, by air courier or by registered or certified mail, return receipt requested, shall be deemed to have been given upon delivery (whether accepted or refused). Notices faxed that are received prior to 5:00 pm local time shall be deemed delivered the same business day received, provided that a hard copy is delivered by hand, registered or certified mail, return receipt requested, or overnight courier within one business day thereafter. The addresses, addressees, and facsimile number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

12.8 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration. Owner makes no warranties or representations, express or implied, concerning the binding effect or enforceability of any provision of this Declaration or concerning the compliance of any of these provisions with public laws, ordinances, and regulations applicable thereto.

12.9 Rights of Mortgagees. None of the restrictions and other provisions herein, shall affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any portion of the Covered Property; provided, however, that if all or a portion of the Covered Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, such purchaser at such sale, including, without limitation, the mortgagee or beneficiary of a deed of trust and the successors and assigns of such purchaser, shall hold any and all property so purchased subject to this Declaration. No mortgagee, beneficiary, or their successors or assigns (including any purchaser acquiring upon foreclosure or deed-in-lieu of foreclosure) shall, however, be liable for violations of this Declaration existing at the time of foreclosure or transfer by deed-in-lieu of foreclosure.

12.10 Force Majeure. If either party is delayed at any time in meeting its obligations under this Declaration by any act or neglect of the other party, or its architect, or by any agent or employee of either, or by any separate contractor of either party, or by changes ordered or approved by the other, or by labor disputes, governmental and/or quasi-governmental processing or approval delays, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the party's reasonable control, or by delay authorized by either party pending arbitration, or by any other cause (other than District's inability to obtain construction or permanent financing for the acquisition, construction and/or development of the Covered Property), then the time for completion shall be extended for such reasonable time as may compensate for such occurrences. Any claim for extension of time shall be made in writing by the affected party not more than twenty (20) days after the delay began; otherwise it shall be waived. In the case of a continuing delay only one (1) claim is necessary.

12.11 Counterparts. This Declaration may be signed in multiple counterparts which together shall constitute the complete Declaration.

[Signatures on Next Page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

DISTRICT: CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Norm Enfield, Ed.D., Superintendent

OWNER: CHINO HOLDING COMPANY, LLC
a Delaware limited liability company

By: NORTH MOUNTAIN CORPORATION,
a California corporation - Its Sole Manager

By: _____
Name: _____
Its: _____

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: _____
Name: _____
Its: _____

List of Exhibits:

- Exhibit A Description of Benefitted Property
- Exhibit B Description of Covered Property
- Exhibit H Seller Future Development Plans
- Exhibit I School Perimeter Fence Plans and Specifications

ACKNOWLEDGMENT

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

State of California)
County of)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

ACKNOWLEDGMENT

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

State of California)
County of)

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

EXHIBIT A
TO
DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS
DESCRIPTION OF BENEFITTED PROPERTY
LEGAL DESCRIPTION

[TO BE INSERTED AT CLOSING]

EXHIBIT B
TO
DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS
DESCRIPTION OF COVERED PROPERTY

Exhibit A

Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION

BEING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 1096 IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 12, PAGE 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 16420-2 AS SHOWN ON MAP FILED IN BOOK 346, PAGES 35 THROUGH 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP, THENCE SOUTH 00°40'58" EAST, ALONG SAID WESTERLY RIGHT OF WAY, 868.82 FEET, THENCE SOUTH 34°18'24" WEST, 24.41 FEET, THENCE SOUTH 89°19'02" WEST 564.70 FEET; THENCE NORTH 00°40'58" WEST, 903.82 FEET, THENCE NORTH 89°19'02" EAST, 561.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EAST PRESERVE LOOP AS SHOWN ON TRACT NO. 16420-1, FILED IN BOOK 336, PAGES 23 THROUGH 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTH 49°15'32" EAST ALONG SAID RIGHT OF WAY, 22.67 FEET TO THE POINT OF BEGINNING

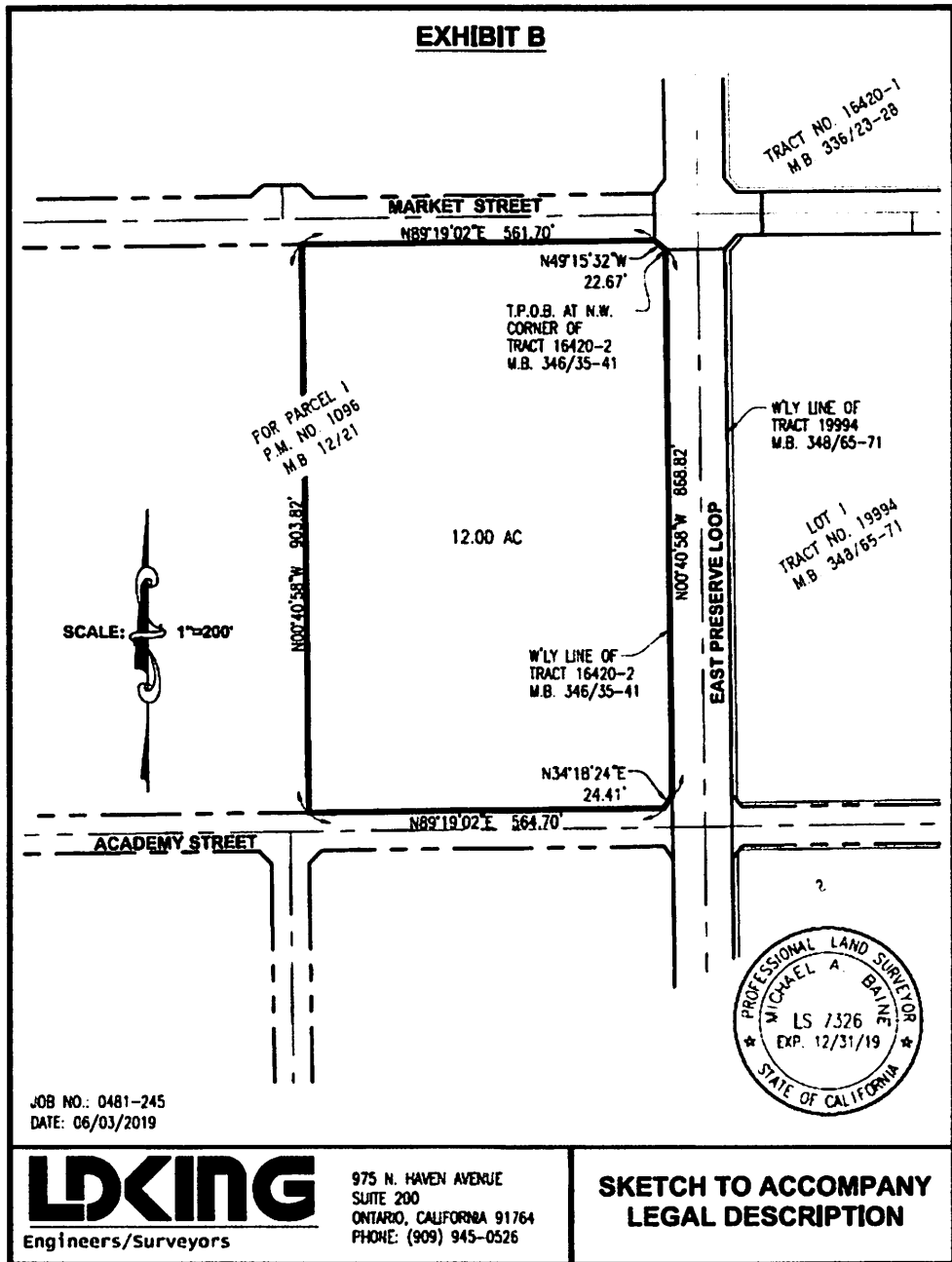
CONTAINING 12.00 ACRES MORE OR LESS

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF


MICHAEL A. BAINE, P.L.S.

6-3-19
DATE





005035 00201
14642223 1

**EXHIBIT H TO
DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS
SELLER FUTURE DEVELOPMENT PLANS**

[SEE ATTACHED]

Homecoming/Town Center Uses

Town Center:

- Grocery
 - Off premise sales of liquor/beer/wine
- Restaurants/Bars
 - Full service sit down with full liquor service
 - Fast Casual w/beer/wine sales
 - Fast food
 - Coffee/juice/tea/desert uses
- Drugstore
 - Prescription & over the counter medications sales
 - Off premise sales of liquor/beer/wine
- Retail
 - Soft goods/apparel sales
 - Hardware
 - Pet store
 - Jewelry
 - Electronics sales/repair
- Financial Services
 - Bank
 - Credit Union
 - Personal Financial Services
- Service Uses
 - Spas
 - Medical/Dental/Optomety
 - Salons/Beauty/Barber/Specialty; i.e. nails, wax
 - Educational/Tutoring
 - Fitness/Health Clubs
- Miscellaneous
 - Office (insurance)
 - Floral
 - Jewelry
- Fuel Station
 - Convenience store/carwash/beer wine sales

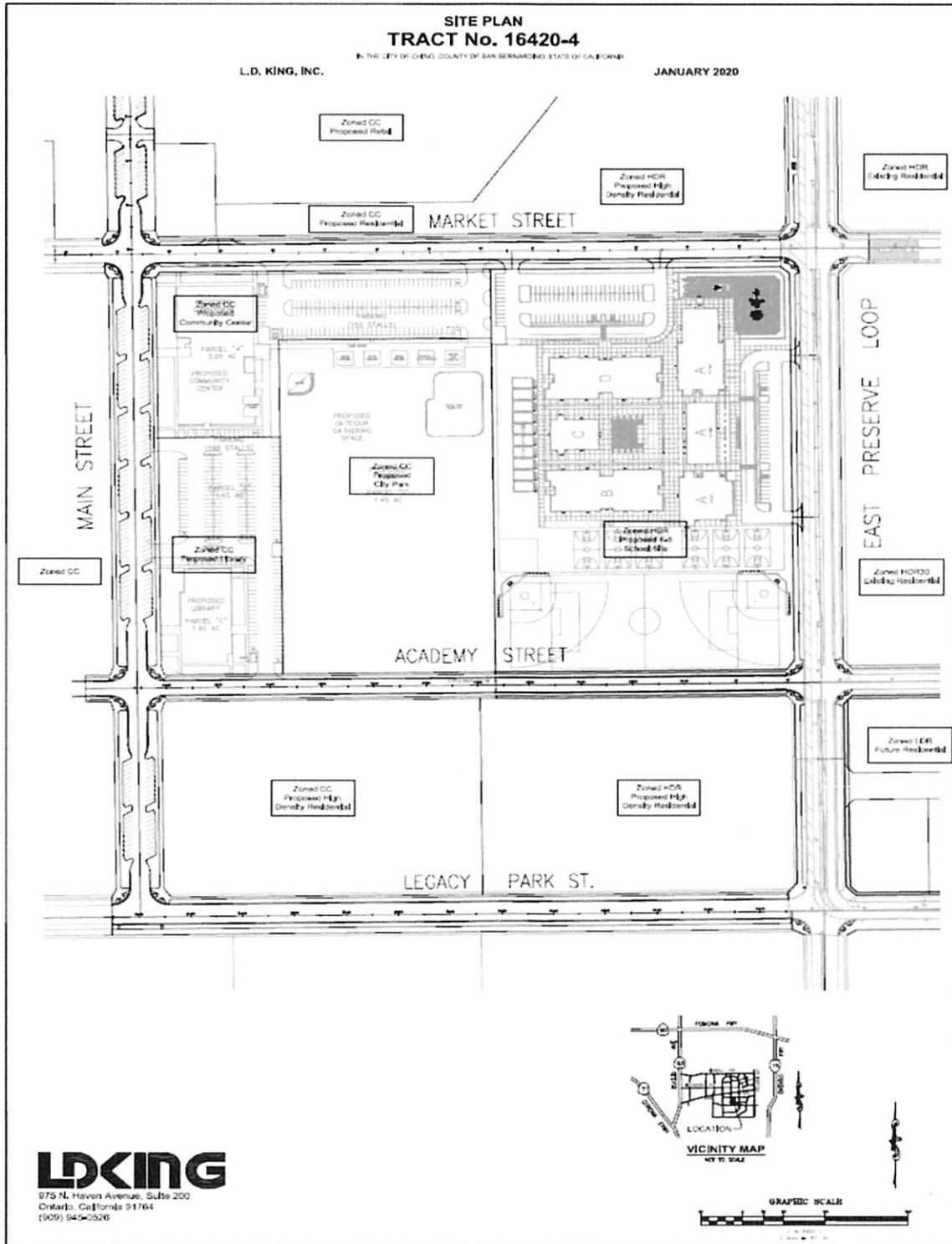
Homecoming Apartments (approximately 200 apartments)

**SITE PLAN
TRACT No. 16420-4**

L.D. KING, INC.

IN THE CITY OF CHENO COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA

JANUARY 2020



LDKING

975 N. Haven Avenue, Suite 200
Ontario, California 91764
(909) 945-0526

Schedule 3

EXHIBIT I TO
DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS
SCHOOL PERIMETER FENCE PLANS AND SPECIFICATIONS

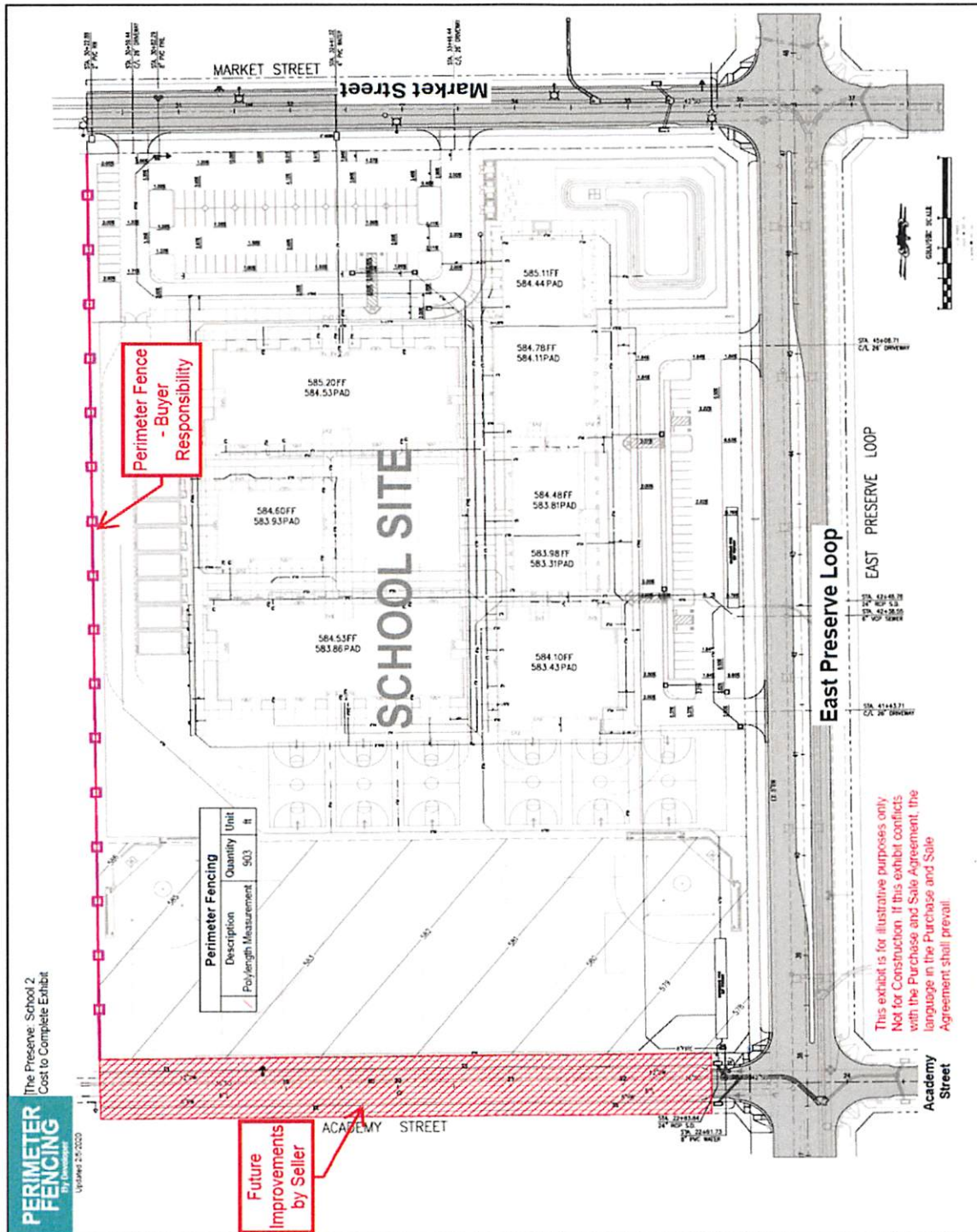
District Fencing Specifications:

Quantity	UOM	Description
1	LF	Approximately 900 LF of 6' high tubular steel fencing (Ameristar Product Montage Plus Classic 2 Rail) to include the following: 2 ½" Square Posts 1 ½" Rails; ¾" Pickets 4" Picket Space Color: Black

EXHIBIT I TO
DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS,
AND RESTRICTIONS
SCHOOL PERIMETER FENCE PLANS AND SPECIFICATIONS

District Fencing Specifications:

Quantity	UOM	Description
1	LF	Approximately 900 LF of 6' high tubular steel fencing (Ameristar (or equal as required by Public Contract Code Section 3400)) Product Montage Plus Classic 2 Rail) to include the following: 2 ½" Square Posts 1 ½" Rails; ¾" Pickets 4" Picket Space Color: Black



Schedule 3

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
**SUBJECT: COMPENSATION INCREASE FOR ADMINISTRATIVE
 SUBSTITUTE SERVICES**

=====

BACKGROUND

The District last provided a pay rate increase for its certificated administrative interims in 2012. The District currently provides a daily rate of \$400.00 for principal interims and \$300.00 for assistant principal interims. Interims placed in a long-term assignment (assignment lasting longer than ten consecutive days, at the same site) are paid a daily rate of \$450.00 for principal interims and \$350.00 for assistant principal interims.

The proposed increase would augment the daily rate to \$500.00 for principal interim and \$400.00 for assistant principal interim. The long-term assignment will increase the daily rate to \$550.00 for principal interim and \$450.00 for assistant principal interim.

The Division of Human Resources will assign such administrators and sign off on their monthly timesheets.

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

RECOMMENDATION

It is recommended the Board of Education approve the compensation increase for substitute services provided for administrative employees.

FISCAL IMPACT

The fiscal impact is unknown at this time due to the fluctuating need of administrative interims.

NE:RR:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
June 17, 2021

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, June 17, 2021, at 5:00 p.m. with Bridge, Cruz, Na, and Schaffer present. Mrs. Gagnier did not participate in closed session.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 5:00 p.m. regarding conference with legal counsel anticipated litigation (one possible case); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: director, access and equity; elementary school principal; elementary school assistant principals; junior high school assistant principals; high school assistant principals; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Gagnier, Na, and Schaffer present. The meeting was streamed live on YouTube. The Board met in closed session from 5:00 p.m. to 5:35 p.m. regarding conference with legal

counsel anticipated litigation (one possible case); conference with labor negotiators: A.C.T. and CSEA; public employee discipline/dismissal/release; public employee appointment: director, access and equity; elementary school principal; elementary school assistant principals; junior high school assistant principals; high school assistant principals; and public employee performance evaluation: Superintendent. The Board took the following action: Appointed Donna Escareno as assistant principal of Cal Aero K-8 effective July 1, 2021, by a vote of 4-0-1 with Bridge, Cruz, Na, and Schaffer voting yes, and Gagnier absent; and appointed Jasmine Norman as assistant principal at Chino HS effective July 19, 2021, by a vote of 4-0-1 with Bridge, Cruz, Na, and Schaffer voting yes, and Gagnier absent. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board member James Na.

I.C. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Emily Lao, Champ Vice President, said elementary school campuses have hosted or will be hosting summer enrichment programs for students focusing on helping students reconnect with their schools; said elementary school students have been engaging in various activities throughout the District; said her moment was watching teachers and students laughing on a playground; and thanked Dr. Enfield, Cabinet, teachers, staff members, and everyone for providing this time to students.

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

The following individuals addressed the Board: Nichole Babel opposing the mask mandate; Sonja Shaw regarding partnering with parents and amending the ELO; Caily Martinez regarding putting kids first and appealing the additional 30 minutes school day; Richard Wales regarding COVID-19 funding and proposing a COVID-19 emergency fund committee; Kelly Allen regarding the lack of communication and amending the ELO plan; Tony Flores acknowledged Cattle ES administrators; and Jamie Hogg opposing the mask mandate.

I.E. CHANGES AND DELETIONS

The following deletion was read into the record: Human Resources, Item II.E.3., Compensation Increase for Administrative Substitute Services, was pulled from the agenda.

II. ACTION

II.A. ADMINISTRATION**II.A.1. Presentation Followed by Public Hearing Regarding the Transition to By-Trustee Area Elections and Three Proposed Trustee Area Maps**

Prior to the public hearing, Todd Robbins, Esquire, attorney from Atkinson, Andelson, Loya, Ruud & Rom, and Larry Ferchaw, Cooperative Strategies, provided an overview regarding the legal process, and timelines associated with the transition to by-trustee area elections, respectively President Schaffer opened the public hearing regarding the transition to by-trustee area elections and three proposed trustee area maps at 6:52 p.m. Tony Flores addressed the Board. The hearing was closed at 6:55 p.m.

II.B. BUSINESS SERVICES**II.B.1. Adoption of the 2021/2022 Budget**

Moved (Na) seconded (Gagnier) carried unanimously (By a 5-0 roll call vote) to adopt the 2021/2022 budget for all funds and authorize the Superintendent or designee to sign the 2021/2022 District Certification of Budget Adoption.

II.C. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT**II.C.1. 2021/2022 Local Control and Accountability Plan**

Prior to the Board taking action, Lea Fellows, Assistant Superintendent, CIIS, provided the LCAP report regarding goals, State priorities, and local indicators. Moved (Gagnier) seconded (Bridge) carried unanimously (By a 5-0 roll call vote) to adopt the 2021/2022 Local Control and Accountability Plan.

II.D. FACILITIES, PLANNING, AND OPERATIONS**II.D.1. Grant of Easement to the City of Chino—Chino HS Public Street and Road Purposes, Public Utilities, Wires, Cables, Conduits, Storm Sewers, Sanitary Sewers, Water Pipelines (For Any Purpose, Potable or Non-Potable, Domestic or Agricultural), Landscaping, and Equestrian/Bicycle Trails**

Moved (Na) seconded (Gagnier) carried unanimously (By a 5-0 roll call vote) to approve Grant Easement to the City of Chino—Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), landscaping, and equestrian/bicycle trails.

II.D.2. Grant of Deed of Right-of-Way to the City of Chino—Chino HS Public Street and Road Purposes, Public Utilities, Wires, Cables, Conduits, Storm Sewers, Sanitary Sewers, Water Pipelines (For any Purpose, Potable or Non-Potable, Domestic or Agricultural), a Right-of-Way and Easement in, over, under, upon, and across all that Real Property Situated in the City of Chino, County of San Bernardino, State of California

Moved (Na) seconded (Gagnier) carried unanimously (By a 5-0 roll call vote) to approve the Grant of Deed of Right-of-Way to the City of Chino—Chino HS public street and road purposes, public utilities, wires, cables, conduits, storm sewers, sanitary sewers, water pipelines (for any purpose, potable or non-potable, domestic or agricultural), a right-of-way and easement in, over, under, upon, and across all that real property situated in the City of Chino, County of San Bernardino, State of California.

II.D.3. Revised Final Facilities Memorandum of Understanding by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only; and Revised Final Shared Use Agreement by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only

Moved (Na) seconded (Bridge) carried unanimously (By a 5-0 roll call vote) to approve the Revised Final Facilities Memorandum of Understanding by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, only; and the Revised Final Shared Use Agreement by and between the Chino Valley Unified School District and Sycamore Academy of Science and Cultural Arts—Chino Valley for July 1, 2021, through December 31, 2021, Only.

II.D.4. Public Notice and Hearing Regarding Renewal of Waiver for Co-Location of Community Day School Chino Valley Learning Academy with Other Educational Programs Operating at the Los Serranos School Site

President Schaffer gave notice and opened the public hearing to receive parent/guardian and community input regarding the co-location of community day school Chino Valley Learning Academy with other educational programs operating at the Los Serranos school site, including the District's Alternative Education Center, the Sycamore Academy of Science and Cultural Arts-Chino Valley Charter School, and Spectrum Center Schools and Programs, and approval of submission to the State Board of Education of a request for a renewal of the waiver of the application of Education Code Section 48661(a) at 7:22 p.m. There were no speakers, and the hearing was closed at 7:22 p.m.

II.D.5. Adoption of Resolution 2020/2021-44 Certifying No Satisfactory Alternative Facilities Available for Community Day School, Approving Co-Location of Community Day School with Other Educational Programs Operating at the Alternative Education Center School Site and Submission of Request to the State Board of Education for a Renewal of the Waiver of Education Code Section 48661(a)

Moved (Na) seconded (Gagnier) carried unanimously (By a 5-0 roll call vote) to adopt Resolution 2020/2021-44 certifying that satisfactory alternative facilities are not available for a community day school and approving the co-location of community day school CVLA with other educational programs operating at the AEC school site, including the District's AEC, SASCA-CV, and Spectrum, and approve submission of request to the State Board of Education for a renewal of the waiver of Education Code Section 48661(a).

II.E. HUMAN RESOURCES

II.E.1. Compensation Increase to the Classified Substitute Salary Schedule

Moved (Na) seconded (Bridge) carried unanimously (By a 5-0 roll call vote) to approve the compensation increase to the Classified Substitute Salary Schedule.

II.E.2. Compensation Increase for Substitute Services Provided for Certificated Employees

Moved (Bridge) seconded (Na) carried unanimously (By a 5-0 roll call vote) to approve a compensation increase for substitute services provided for certificated employees.

II.E.3. Compensation Increase for Administrative Substitute Services

This item was pulled from the agenda.

II.E.4. Compensation Increase for the Board of Education

This item failed for lack of a motion.

II.E.5. Consideration and Approval of Employment Contract for Superintendent of the Chino Valley Unified School District

Prior to the vote, President Schaffer provided an oral summary of recommended salary and compensation paid in the form of fringe benefits described in the Superintendent's contract. Moved (Schaffer) seconded (Bridge) carried unanimously (By a 5-0 roll call vote) to consider and approve the proposed contract of employment for Norman P. Enfield, Ed.D., as the Superintendent of the Chino Valley Unified School District, effective July 1, 2021, through June 30, 2025.

II.E.6. Addendum to the Employment Contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning and Operations; and Human Resources Divisions

Prior to the vote, President Schaffer provided an oral summary of the recommended salary range increases for the Certificated and Classified Cabinet Salary schedule . Moved (Bridge) seconded (Na) carried unanimously (By a 5-0 roll call vote) to approve the addendum to the employment contracts for Associate Superintendents: Business Services; and Curriculum, Instruction, Innovation, and Support; Assistant Superintendents: Curriculum, Instruction, Innovation, and Support; Facilities, Planning, and Operations: and Human Resources Divisions as follows: Provide a 1.47% on-schedule salary increase for the 2021/2022 school year effective July 1, 2021, and a 1.08% off-schedule one-time payment as of July 1, 2021, based on their 2021/2022 salary schedule; \$1,254.00 off-schedule one-time payment for current employees as of May 21, 2021; and a Health and Welfare benefits cap increase to \$10,000.00.

III. CONSENT

Christina Gagnier pulled for separate action item III.D.2. Moved (Na) seconded (Gagnier) carried unanimously (By a 5-0 roll call vote) to approve the remainder of consent items, as amended.

III.A. ADMINISTRATION

III.A.1. Minutes of the June 3, 2021 Regular Meeting

Approved the minutes of the June 3, 2021 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Approved/ratified the 2021/2022 applications to operate fundraising 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 Margaret A. Chidester & Associates; and Fagen, Friedman & Fulfroost.

III.B.6. Resolution 2021/2021-45 Use of 2021/2022 Education Protection Account Funds

Adopted Resolution 2020/2021-45 Use of 2021/2022 Education Protection Account Funds.

III.B.7. Resolution 2020/2021—46 Transfers of Appropriations for 2021/2022

Adopted Resolution 2020/2021-46 Transfers of Appropriations for 2021/2022.

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

III.C.1. School-Sponsored Trips

Approved/ratified the school-sponsored trips for Chino HS.

III.C.2. Local Agreement for Child Development Services CSPP-1420 and the Adoption of Resolution 2020/2021-42

Approved the Local Agreement for Child Development Services CSPP-1420 and adopt Resolution 2020/2021-42.

III.C.3. Local Agreement for Child Development Services CCTR-1199 and the Adoption of Resolution 2020/2021-43

Approved the Local Agreement for Child Development Services CCTR-1199 and adopt Resolution 2020/2021-43.

III.C.4. New Course: Computer Science Essentials

Approved the new course Computer Science Essentials.

III.C.5. Memorandum of Understanding Between Chino Valley Unified School District and the Joint Powers Authority for Participation in the Career Technical Education Incentive Grant and K12 Strong Workforce Grant

Approved the Memorandum of Understanding between the Chino Valley Unified School District and the Joint Powers Authority for participation in the Career Technical Education Grant and the K12 Strong Workforce Grant.

III.C.6. Agricultural Career Technical Education Incentive Grant 2021/2022 Application for Funding for Don Lugo HS

Approved the Agricultural Career Technical Education Incentive Grant 2021/2022 Application for funding for Don Lugo HS.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register, provided under separate cover.

- III.D.2. Agreements for Contractor/Consultant Services**
Moved (Na) seconded (Bridge) motion carried (By a 4-0-1 roll call vote with Gagnier recusing herself) to approve/ratify 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 2020/2021-39, 2020/2021-40, and 2020/2021-41 for Authorization to Utilize Piggyback Contracts**
Adopted Resolutions 2020/2021-39, 2020/2021-40, and 2020/2021-41 for Authorization to Utilize Piggyback Contracts.
- III.D.5. Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements (BP 4)**
Awarded Bid 20-21-09F, Chino HS Reconstruction —Offsite Improvements (BP 4) to Southern California West Coast Electric.
- III.D.6. Bid 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation**
Awarded Bid 20-21-14F, Borba ES and Walnut ES Playground Equipment Installation to Nextgen Construction.
- III.D.7. Change Order and Notice of Completion for CUPCCAA Project**
Approved the Change Order and Notice of Completion for CUPCCAA Project.
- III.D.8. Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01)**
Approved the Change Order and Notice of Completion for Bid 19-20-01F, Country Springs ES and Rolling Ridge ES Alteration Project (BP 23-01).
- III.D.9. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 1)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 1).
- III.D.10. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 2)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 2).
- III.D.11. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 3)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 3).

- III.D.12. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 4)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 4).
- III.D.13. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 5)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 5).
- III.D.14. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 6)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 6).
- III.D.15. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 7)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 7).
- III.D.16. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 8)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 8).
- III.D.17. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 9)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 9).
- III.D.18. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 10)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 10).
- III.D.19. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 11)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 11).
- III.D.20. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 12)**
Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 12).

III.D.21. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 13)

Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 13).

III.D.22. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 15)

Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 15).

III.D.23. Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 16)

Approved the Change Order for Bid 19-20-29F, Ayala HS Alterations—Phase 2, Buildings B, F, and H (BP 16).

III.D.24. Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-04)

Approved the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-04).

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

III.E.2. Student Teaching Agreement with Loyola Marymount University and National University

Approved the student teaching agreement with Loyola Marymount University and National University.

IV. INFORMATION

IV.A. ADMINISTRATION

IV.A.1. Revision of Bylaws of the Board 9150—Student Board Members; Administrative Regulation 9150—Student Board Member; and Deletion of Exhibit 9150 Student Board Member Guidelines

Received for information the revision of Bylaws of the Board 9150—Student Board Members; Administrative Regulation 9150—Student Board Member; and deletion of Exhibit 9150—Student Board Member Guidelines.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Andrew Cruz said that he supports a COVID-19 emergency fund committee; spoke about serving during these uncertain times; spoke about the strength of women advocating for their families; and spoke about the community movement to protect our country.

James Na acknowledged warehouse team member Roy Strona, who is retiring after serving the District over 42 years; thanked Tony Flores for attending the meeting; spoke about the mask mandate; said including teachers and parents in the formation of a possible COVID-19 emergency fund committee is important to him; asked if it was possible to change the ELO plan for the benefit of children, if not, need to plan better for the future; spoke about the desire of many people to bring high school graduations back to the school campuses; and thanked everyone who participated in the meeting and appeared before the Board.

Don Bridge spoke about Cal OSHA's constantly changing guidelines; said he hopes that before school resumes in August, a permanent decision can be made instead of weekly changes; congratulated Don Lugo HS girls basketball team for winning their CIF division; said Ayala HS's baseball team won their league and went deep into the playoffs; spoke about high school graduations returning to campuses, said it is easier to practice in the place you're going to have graduation rather than simulating; and said he would not be opposed to seeing graduations return to campuses.

Christina Gagnier asked Dr. Enfield to clarify the possibility and process of ESSA funds coming to the District; thanked Inland Empire Utilities Agency for sponsoring students, and congratulated students from the Chino Hills HS's solar cup team; spoke about mask mandates never being a District level decision, but would like to see a supportive resolution on a future agenda targeted at both Cal OSHA and the California Department of Public Health, asking for a decision on what will be happening in the fall of 2021, and also some flexibility in the mask policies; said that the Board can encourage these agencies to have more flexibility in their restrictions in the future and provide more meaningful guidance; and closed by affirming that she listens to constituents; and spoke about governance and balancing diverse perspectives.

Superintendent Enfield said the District is currently working with Cal OSHA regarding COVID-19 issues within the District; said the District is required to follow the Cal OSHA guidelines, and said they now look aligned with the California Department of Public Health (CDPH) Health; spoke about the current guidelines; said the CDPH is waiting for new guidelines to come from the CDE and is hopeful that all guidelines will loosen restrictions on indoor masks; said the District will continue to monitor and get information; spoke about ESSA III funds and timelines, and plans for school sites to collaborate with their stakeholders; spoke about the 2021 being a challenging school year in his career;

thanked all District employees for what they have endured, flexibility to change, and ability to carry out the changes; spoke about the District being the only one in the county where students returned to in-person instruction; thanked his Cabinet for being phenomenal, and thanked the Board for approving contract extensions; and closed by thanking the Board for approving his contract.

President Schaffer provided a committee report from Baldy View ROP Commission; spoke about ROP programs being funded by certain grants; reported that the Chino Hills Parks and Recreation Commission is opening up some recreation activities; spoke about the mask mandate and encouraged the community to hold the Board accountable; spoke about Cal OSHA investigations being costly; and encouraged the community to take their concerns to local state representatives, state assembly, or state senators because they are the people who are going to be able to take the message back to Sacramento for change.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 8:23 p.m.

Joe Schaffer, President

Donald L. Bridge, 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: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: REVISION OF BYLAWS OF THE BOARD 9150—STUDENT BOARD MEMBERS

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Bylaws of the Board 9150—Student Board Members is being revised to reflect current practices. This item was presented to the Board on June 17, 2021, as information.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Bylaws of the Board 9150—Student Board Members.

FISCAL IMPACT

None.

NE:pk

STUDENT BOARD MEMBERS

~~The Board of Education believes that engaging the student body and seeking its input and feedback regarding the District's educational programs and activities are vital to achieving the District's mission of educating district students. IN ORDER To enhance communication AND COLLABORATION between the Board and the student body and to encourage TEACH studentS involvement in district affairs, THE IMPORTANCE OF CIVIC INVOLVEMENT, the Board shall include at least one student board member selected by the District's SUPPORTS THE PARTICIPATION OF high school students in accordance with procedures approved by the Board DISTRICT GOVERNANCE.~~

~~The term of the student board member shall be one year, commencing on July 1 of each year. A student board member shall have the right to attend all board meetings except closed (executive) sessions. (Education Code 35012)~~

~~(cf. 9321 — Closed Session Purposes and Agendas)~~

~~A student board member shall be seated with other members of the Board. In addition, a student board member shall be recognized at meetings as a full member, shall receive all materials presented to other Board members except those related to closed sessions, and may participate in questioning witnesses and discussing issues. (Education Code 35012)~~

~~(cf. 9322 — Agenda/Meeting Materials)~~

~~The student board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential votes shall be cast prior to the official board vote and shall not affect the final numerical outcome of a vote. Preferential votes shall be recorded in the Board meeting minutes. (Education Code 35012)~~

~~(cf. 9324 — Minutes and Recordings)~~

~~A student board member shall be entitled to be reimbursed for mileage to the same extent as other members of the Board, but shall not receive MONETARY compensation for attendance at Board meetings. (Education Code 35012)~~

~~(cf. 3350 - Travel and Conference Expense)~~

~~(cf. 9250 - Remuneration, Reimbursement and Other Benefits)~~

~~A STUDENT BOARD MEMBER SHALL NOT BE LIABLE FOR ANY ACTS OF THE BOARD. (Education Code 35012).~~

STUDENT BOARD MEMBERS (cont.)

ELECTION OF STUDENT BOARD MEMBER

A STUDENT BOARD MEMBER POSITION SHALL BE FILLED BY A VOTE OF STUDENTS ENROLLED IN THE HIGH SCHOOL(S) IN ACCORDANCE WITH PROCEDURES PRESCRIBED BY THE BOARD IN ADMINISTRATIVE REGULATIONS 9150 - STUDENT BOARD MEMBER. (Education Code 35012)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

THE TERM OF A STUDENT BOARD MEMBER SHALL BE ONE YEAR. (Education Code 35012)

ROLE AND RESPONSIBILITIES OF STUDENT BOARD MEMBERS

A STUDENT BOARD MEMBER SHALL HAVE THE RIGHT TO ATTEND ALL REGULAR BOARD MEETINGS EXCEPT CLOSED (EXECUTIVE) SESSIONS. (Education Code 35012)

(cf. 9321 - Closed Session)

A STUDENT BOARD MEMBER SHALL BE RECOGNIZED AT BOARD MEETINGS AS FULL MEMBERS(S) AND SHALL BE SEATED WITH OTHER MEMBERS OF THE BOARD. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL BE ALLOWED TO CAST PREFERENTIAL VOTES ON ALL MATTERS EXCEPT THOSE SUBJECT TO CLOSED SESSION DISCUSSION. PREFERENTIAL VOTING MEANS A FORMAL EXPRESSION OF OPINION THAT IS RECORDED IN THE MINUTES AND CAST BEFORE THE OFFICIAL VOTE OF THE BOARD. PREFERENTIAL VOTES SHALL NOT AFFECT THE FINAL NUMERICAL OUTCOME OF A VOTE. (Education Code 35012)

A STUDENT BOARD MEMBER MAY BE INVITED TO ATTEND FUNCTIONS OF THE BOARD, SUCH AS FORUMS, MEETINGS WITH STUDENTS AND PARENTS/GUARDIANS, AND OTHER GENERAL ASSEMBLIES. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL NOT BE CONSIDERED MEMBERS OF A LEGISLATIVE BODY FOR PURPOSES OF THE BROWN ACT. (Education Code 35012)

A STUDENT BOARD MEMBER SHALL NOT BE COUNTED IN DETERMINING WHETHER A QUORUM OF THE BOARD IS IN ATTENDANCE.

STUDENT BOARD MEMBERS (cont.)

Student Board Member ~~Development~~ TRAINING

~~As necessary, the Superintendent or designee shall, at District expense, provide learning opportunities to student Board members through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their board responsibilities.~~

The Superintendent or designee may periodically provide INFORMATION ~~an orientation~~ for TO student board member candidates to give them an understanding of the POSITION. ~~responsibilities and expectations of board service.~~ ONCE ELECTED OR APPOINTED, INCOMING STUDENT BOARD MEMBERS SHALL BE PROVIDED AN ORIENTATION DESIGNED TO BUILD KNOWLEDGE OF THE DISTRICT AND AN UNDERSTANDING OF THE RESPONSIBILITIES AND EXPECTATIONS OF THE POSITION.

Legal Reference:

EDUCATION CODE

33000.5 Appointment of student members to State Board of Education 35012 Board members; number, election and terms; pupil members

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

Management Resources:

WEBSITES

California School Boards Association: www.csba.org California Association of Student Councils: www.casc.net National School Boards Association: www.nsba.org

Chino Valley Unified School District

Bylaw adopted: August 17, 1995

Revised: April 23, 1998

Revised: October 21, 2010

Revised: December 8, 2011

Revised: August 18, 2016

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
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

\$18,571,922.56 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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: 2021/2022 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 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

**2021/2022 AUTHORIZATION TO OPERATE FUNDRAISING ACTIVITIES
AND OTHER ACTIVITIES FOR THE BENEFIT OF STUDENTS**

<u>School</u>	<u>Organization</u>
Chaparral ES	PTO
Eagle Canyon ES	PTA
Glenmeade ES	PTA
Marshall ES	PTO
Rhodes ES	PEP Club
Rolling Ridge ES	PTA
Magnolia JHS	PFA
Townsend JHS	Pageantry & Dance Boosters
Ayala HS	Choral Boosters
Ayala HS	Cross Country Boosters
Ayala HS	Grad Night 2023
Ayala HS	PTSA
Ayala HS	Theatre Company 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
Chino Hills HS	Spirit Leader Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield Ranch ES</u>		
PTA	Yearbook Sales & Ads	8/9/21 - 5/1/22
PTA	Birthday Marquee Messages	8/9/21 - 5/19/22
PTA	Art Academy School Smarts Program	8/9/21 - 5/26/22
PTA	Spirit Wear Sales	8/9/21 - 5/26/22
PTA	PTA Membership Drive	8/9/21 - 5/26/22
PTA	Thursday's Treasures & Treats	8/9/21 - 5/26/22
PTA	Back to School Night Snacks	8/25/21
PTA	Movie Night Sales	9/3/21
PTA	Handprint Tiles	9/7/21 - 9/17/21
PTA	Corner Bakery Spirit Night	11/17/21
<u>Cattle ES</u>		
PFA	PFA Membership Drive	8/1/21 - 9/30/21
PFA	Spirit Wear Sales	8/5/21 - 5/26/22
PFA	Mountain Mike's Spirit Day	8/9/21 - 8/10/21
PFA	La Michoacanita	8/9/21 - 8/10/21
PFA	Friday Ice Cream Sales	8/9/21 - 5/26/22
PFA	Monthly Family Dine Outs	8/9/21 - 5/26/22
PFA	Birthday Marquee Messages	8/9/21 - 5/26/22
ASB	Pencil Machine	8/16/21 - 5/13/22
ASB	Fantastic Fundraising Discount Cards	8/23/21 - 9/10/21
PFA	Yearbook Sales	9/1/21 - 5/26/22
PFA	Fall Catalog Sales	9/6/21 - 10/22/21
PFA	Titan Burgers Spirit Days	9/13/21 - 9/16/21
<u>Chaparral ES</u>		
PTO	Back to School Grams	8/9/21 - 8/26/21
ASB - 6th Grade	Community Discount Cards	8/16/21 - 8/26/21
ASB - 6th Grade	Popcornopolis	9/20/21 - 9/30/21
PTO	Pumpkin Grams	10/18/21 - 10/22/21
ASB - 6th Grade	Boon Supply	11/1/21 - 11/18/21
PTO	Holiday Grams	12/6/21 - 12/10/21
PTO	Valentine Grams	1/31/22 - 2/4/22
PTO	Shamrock Grams	3/7/22 - 3/11/22
PTO	Spring Grams	4/4/22 - 4/8/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Country Springs ES</u>		
PFA	Monthly Family Dine Outs	8/9/21 - 5/27/22
PFA	4th Grade Doughnut Sales	8/9/21 - 5/27/22
PFA	After School Snack Sales	8/9/21 - 5/27/22
PFA	Yearbook Sales	8/9/21 - 5/27/22
PFA	Online Book Fair	8/9/21 - 5/27/22
PFA	Spirit Wear Sales	8/9/21 - 5/27/22
PFA	Fall Catalog & Online Sales	9/27/21 - 10/8/21
PFA	Socktober Sock Sales	10/11/21 - 10/22/21
PFA	Hallo-Grams	10/11/21 - 10/29/21
PFA	Winter Grams	11/29/21 - 12/15/21
PFA	Valentine Grams	2/1/22 - 2/11/22
PFA	Spring Fun Run	2/21/22 - 3/11/22
PFA	Aloha Grams	5/9/22 - 5/25/22
<u>Eagle Canyon ES</u>		
PTA	PTA Membership Drive	8/6/21 - 5/27/22
PTA	Spirit Wear Sales	8/6/21 - 5/27/22
ASB - General	Agenda Sales	8/9/21 - 4/1/22
PTA	After School Snack Sales	8/11/21 - 5/11/22
ASB - 6th Grade	Caramel Candy Apples	9/7/21 - 9/24/21
PTA	Think "n" Local Take Out	9/12/21 - 9/26/21
PTA	Fall Book Fair	9/13/21 - 9/17/21
PTA	Fall Family Festival	9/27/21 - 10/22/21
ASB - 6th Grade	See's Candies Fundraiser	10/4/21 - 10/22/21
PTA	Mommy & Me Ticket Sales	10/25/21 - 11/5/21
PTA	Polar Express Movie Night Ticket Sales	11/29/21 - 12/9/21
PTA	Polar Express Movie Snack Sales	11/29/21 - 12/9/21
PTA	Holiday Boutique	12/6/21 - 12/10/21
PTA	Daddy & Me Get Air	1/4/22 - 1/21/22
PTA	Penny Wars	1/24/22 - 1/28/22
PTA	Sweetheart Dance	2/1/22 - 2/11/22
PTA	Fun Run	2/25/22 - 3/11/22
PTA	Spring Book Fair	4/25/22 - 4/29/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Glenmeade ES</u>		
PTA	PTA Membership Drive	8/9/21 - 5/26/22
PTA	Yearbook Sales	8/9/21 - 5/26/22
PTA	Spirit Wear Sales	8/9/21 - 5/26/22
PTA	After School Snack Sales	8/9/21 - 5/26/22
PTA	Believe Kids Catalog & Online Sales	8/9/21 - 5/28/22
PTA	Monthly Family Dine Outs	8/9/21 - 5/28/22
<u>Hidden Trails ES</u>		
ASB - General	Penny Wars	9/6/21 - 10/8/21
<u>Liberty ES</u>		
ASB - 6th Grade	The Jerky Zone	9/7/21 - 9/24/21
ASB - 6th Grade	See's Candies	11/4/21 - 11/18/21
<u>Litel ES</u>		
PTA	PTA Membership Drive	8/5/21 - 5/30/22
PTA	Yearbook Sales	8/5/21 - 5/30/22
PTA	Spirit Wear Sales	8/5/21 - 5/30/22
PTA	Birthday Marquee Messages	8/9/21 - 5/30/22
PTA	Spirit Sticks	8/16/21 - 5/30/22
PTA	Monthly Family Dine Outs	9/7/21 - 5/30/22
<u>Marshall ES</u>		
PTO	PTO Membership Drive	8/1/21 - 9/15/21
PTO	Spirit Wear Sales	8/1/21 - 6/1/22
PTO	Snack Sales	8/1/21 - 6/1/22
PTO	Fall Catalog & Online Sales	9/16/21 - 9/30/21
<u>Oak Ridge ES</u>		
ASB - General	Frosty Fruit Slushy	8/9/21 - 5/27/22
ASB - General	Welcome Back Grams	8/25/21 - 8/27/21
ASB - General	Movie Night Concession	10/22/21
ASB - General	Friendship Grams	11/10/21 - 11/12/21
ASB - General	Movie Night Concession	2/4/22
ASB - General	Kindness Grams	2/16/22 - 2/18/22
ASB - General	Movie Night Concession	4/22/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Rhodes ES</u>		
PEP Club	La Michoacanita Family Fun Night	8/24/21
PEP Club	Yogurtland Family Fun Night	9/21/21
<u>Rolling Ridge ES</u>		
ASB - General	Box Tops for Education	8/9/21 - 5/26/22
ASB - 6th Grade	Juice It Up Sales	8/9/21 - 5/26/22
ASB - 6th Grade	Recycling Program	8/9/21 - 5/26/22
ASB - 6th Grade	Family Fun Night Concessions	10/22/21
ASB - 6th Grade	Holiday Boutique	11/30/21 - 12/2/21
ASB - General	Pennies for Patients	1/25/22 - 2/4/22
ASB - 6th Grade	Spring Program Concessions	5/18/22
<u>Briggs K-8</u>		
ASB - General	8th Grade Class Shirts	7/24/21 - 9/24/21
ASB - Athletics	PE Clothing Sales	7/24/21 - 3/26/22
ASB - Athletics	PE Locks & Cinch Sacks	7/24/21 - 3/26/22
ASB - Renaissance	Agendas	7/24/21 - 3/26/22
PFA	PFA Membership Drive	8/2/21 - 5/27/22
PFA	Spirit Wear Sales	8/2/21 - 5/27/22
PFA	Agenda Sales	8/2/21 - 5/27/22
PFA	Yearbook Sales	8/2/21 - 5/27/22
PFA	Ice Cream Sales	8/2/21 - 5/27/22
PFA	Kona Shaved Ice Sales	8/2/21 - 5/27/22
PFA	Krispy Kreme Donut/Card Sales	8/2/21 - 5/27/22
PFA	Nothing Bundt Cakes	8/2/21 - 5/27/22
ASB - General	Juice It Up Sales	8/9/21 - 5/12/22
PFA	Fall Book Fair	9/13/21 - 9/17/21
PFA	Family Fun Night	10/29/21
PFA	See's Candies Fundraiser	11/1/21 - 12/3/21
ASB - General	World's Finest Chocolates	11/1/21 - 12/11/21
PFA	Winter Boutique	12/1/21 - 12/10/21
PFA	Penny Wars	1/24/22 - 1/28/22
PFA	Spring Book Fair	1/31/22 - 2/4/22
PFA	Val-o-Grams	2/7/22 - 2/10/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Cal Aero K-8</u>		
ASB - General	Agenda Sales	8/1/21 - 5/20/22
ASB - Athletics	PE Sales	8/1/21 - 5/20/22
ASB - General	Holiday Boutique	12/6/21 - 12/16/21
<u>Canyon Hills JHS</u>		
ASB - Physical Education	PE Clothes Sales	7/16/21 - 6/30/22
ASB - Renaissance	Agenda Sales	7/19/21 - 5/26/22
ASB - Renaissance	Camp Donations	7/19/21 - 7/23/21
PTSA	PTSA Membership Drive	7/27/21 - 5/30/22
PTSA	Spirit Wear Sales	7/27/21 - 5/30/22
PTSA	Amazon Smiles Online Sales	7/27/21 - 5/30/22
ASB - General	Donation Drive	8/2/21 - 8/5/21
PTSA	Fall Scholastic Book Fair	8/10/21 - 11/1/21
PTSA	After School Snack Sales	8/10/21 - 5/30/22
PTSA	Juice It Up Sales	8/10/21 - 5/30/22
PTSA	Marquee Greetings	8/10/21 - 5/30/22
PTSA	Scrip Gift Cards	8/10/21 - 5/30/22
ASB - Renaissance	Juice It Up Sales	8/12/21 - 5/26/22
ASB - General	Step It Up!	8/31/21 - 9/24/21
PTSA	8th Grade Silent Auction	3/1/22 - 5/30/22
<u>Magnolia JHS</u>		
PFA	PFA Membership Drive	8/1/21 - 5/30/22
PFA	Spirit Wear Sales	8/1/21 - 5/30/22
PFA	After School Snack Sales	8/1/21 - 5/30/22
ASB - General	Juice It Up Sales	8/10/21 - 5/24/22
ASB - General	Welcome Back Ice Cream Social	8/13/21
ASB - General	It's Yogurt	8/25/21
ASB - General	Step It Up!	8/30/21 - 9/30/21
ASB - General	Dance Concessions	9/17/21 - 2/11/22
ASB - Athletics	PE Clothes & Locks Sales	9/18/21 - 5/20/22
ASB - General	Titan Burgers	9/22/21
ASB - AVID	World's Finest Chocolates	9/27/21 - 10/15/21
ASB - Travel Club	World's Finest Chocolates	9/27/21 - 10/15/21
ASB - General	Sweatshirt Sales	10/1/21 - 10/15/21
ASB - General	Pieology	10/20/21
ASB - General	Halloween Grams	10/25/21 - 10/29/21
ASB - General	Winter Grams	12/15/21 - 12/17/21
ASB - General	Valentine Grams	2/10/22 - 2/14/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Magnolia JHS (cont.)</u>		
ASB - General	Color Run	2/14/22 - 3/11/22
ASB - General	Concessions	3/1/22 - 5/15/22
ASB - General	Cinco de Mayo Grams	5/4/22 - 5/6/22
<u>Ramona JHS</u>		
ASB - Athletics	PE Clothing & Lock Sales	7/26/21 - 4/29/22
ASB - General	Agenda Sales	7/26/21 - 4/29/22
ASB - General	Spirit Wear Sales	7/26/21 - 5/6/22
ASB - General	After School Snack Bar Sales	8/9/21 - 5/20/22
ASB - General	Shaved Ice Sales	8/16/21 - 10/29/21
ASB - General	Candy Sales	9/13/21 - 10/29/21
ASB - General	Breast Cancer Awareness Ribbon Sales	10/1/21 - 10/29/21
ASB - General	Hot Chocolate Sales	1/4/22 - 2/25/22
ASB - General	Valentine Grams	1/31/22 - 2/11/22
ASB - General	Autism Awareness Ribbon Sales	4/4/22 - 4/29/22
ASB - General	Shaved Ice	4/4/22 - 5/27/22
ASB - General	Promotional Shirt Sales	4/11/22 - 5/27/22
<u>Townsend JHS</u>		
ASB - General	Agenda Sales	7/16/21 - 5/30/22
ASB - General	Step It Up!	10/1/21 - 11/30/21
ASB - PE	PE Clothing Sales	8/15/21 - 5/15/22
Dance Team Boosters	Applebee's Breakfast	10/16/21
Dance Team Boosters	Poinsettia Sales	11/5/21 - 11/20/21
<u>Woodcrest JHS</u>		
ASB - General	Spirit Wear Sales	7/19/21 - 5/26/22
ASB - Athletics	PE Uniform Sales	7/19/21 - 5/31/22
ASB - General	Concession Sales	8/9/21 - 5/27/22
ASB - General	Fall Penny Wars	10/18/21 - 10/29/21
ASB - General	Spring Penny Wars	3/7/22 - 3/18/22
<u>Ayala HS</u>		
Cross Country Boosters	Amazon Smiles	7/16/21 - 12/1/21
Cross Country Boosters	Hula Tang Shaved Ice	7/16/21 - 12/1/21
Cross Country Boosters	Jamba Juice	7/16/21 - 12/1/21
Cross Country Boosters	Papachino's Grill and Greens	7/16/21 - 12/1/21
Cross Country Boosters	Lemon Grass Bistro	7/16/21 - 12/1/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Ayala HS (cont.)</u>		
Cross Country Boosters	Pizzita Circle	7/16/21 - 12/1/21
Cross Country Boosters	Wahoo's	7/16/21 - 12/1/21
Cross Country Boosters	Chick-fil-A	7/16/21 - 12/1/21
Cross Country Boosters	Snap! Raise	7/16/21 - 12/1/21
Cross Country Boosters	Canabru Coffee	7/16/21 - 12/1/21
Cross Country Boosters	Cannataro's Italian Restaurant	7/16/21 - 12/1/21
Cross Country Boosters	The Grand Marceline Company	7/16/21 - 12/1/21
Cross Country Boosters	Chino Hills Pizza Company	7/16/21 - 12/1/21
Cross Country Boosters	Woodstone Pizzeria	7/16/21 - 12/1/21
Band & Color Guard Boosters	Think-n-Local	7/16/21 - 8/2/21
Cross Country Boosters	Fair Donations Pack	7/16/21 - 6/1/22
Cross Country Boosters	Business Sponsorships	7/16/21 - 6/1/22
Cross Country Boosters	Chipotle Mexican Grill	7/16/21 - 12/1/21
Cross Country Boosters	Roscoe's Famous Deli	7/16/21 - 12/1/21
ASB - Volleyball	Serve & Spike-a-thon	7/26/21 - 8/20/21
ASB - Boys' Water Polo	Tournaments	8/1/21 - 11/1/21
ASB - Volleyball	Tournaments	8/1/21 - 11/1/21
Grad Night 2023 Boosters	Clothing Drive	8/1/21 - 5/27/22
PTSA	Membership Drive	8/1/21 - 5/27/22
ASB - Volleyball	Admission Sales	8/13/21 - 11/1/21
ASB - Volleyball	Concession Sales	8/13/21 - 11/1/21
Boys' Water Polo	Banner Sponsorships	8/15/21 - 6/30/22
Boys' Water Polo	Cash Donations	8/15/21 - 6/30/22
Football Boosters	Golf Tournament	10/11/21
Cross Country Boosters	2022 All Comers Meet	5/1/22 - 6/1/22
<u>Buena Vista HS</u>		
ASB - General	Snack Bar Sales	8/16/21 - 5/13/22
<u>Chino HS</u>		
Sports Boosters	Fan Angel Campaign Online Fundraising	7/16/21 - 5/31/22
Band & Auxiliary Boosters	Scrip Gift Cards	7/16/21 - 6/1/22
Band & Auxiliary Boosters	Snack Bar Profits	7/16/21 - 6/1/22
Band & Auxiliary Boosters	eteamsponsor.com Online Fundraising	7/16/21 - 6/1/22
Band & Auxiliary Boosters	Spirit Wear Sales	7/16/21 - 6/30/22
Sports Boosters	Team Spirit Wear Sales	7/16/21 - 6/30/22
Sports Boosters	Snack Bar Profits	7/16/21 - 6/30/22
Sports Boosters	Track & Field Summer Camp	7/16/21 - 7/25/21
Sports Boosters	Aquatics Summer Camp	7/16/21 - 7/30/21
Sports Boosters	Cross Country Summer Camp	7/16/21 - 7/30/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino HS (cont.)</u>		
Sports Boosters	Youth Volleyball Camp	7/16/21 - 7/30/21
ASB - Class of 2023	Flock of Friend	7/19/21 - 4/30/22
ASB - Class of 2022	Nothing Bundt Cakes	8/1/21 - 11/1/21
Cowboys Huddle Boosters	Madrigal's	8/1/21 - 1/1/22
Cowboys Huddle Boosters	Dalia's Popcorn	8/1/21 - 1/1/22
Cowboys Huddle Boosters	Game Day Parking Spaces	8/1/21 - 1/1/22
PEP Squad Boosters	Apparel Sales	8/1/21 - 4/15/22
PEP Squad Boosters	Business Sponsorships	8/1/21 - 4/30/22
ASB - Journalism Club	Ad Sales	8/9/21 - 5/31/22
ASB - Class of 2022	Senior Luau	8/13/21
Sports Boosters	Chipotle Mexican Grill	8/13/21
PEP Squad Boosters	Car Wash	8/21/21
Sports Boosters	Cannataro's Italian Restaurant	9/2/21
CHAPSS	Rodeo Round Up Membership Drive	9/2/21 - 1/1/22
Band & Auxiliary Boosters	Applebee's Pancake Fundraiser	9/11/21
PEP Squad Boosters	Jr. Cheer Camp	10/1/21 - 10/30/21
Sports Boosters	New York Pizzeria	10/5/21
Band & Auxiliary Boosters	Cannataro's Italian Restaurant	10/14/21
Band & Auxiliary Boosters	See's Candies Fundraiser	11/1/21 - 11/30/21
Band & Auxiliary Boosters	Chino Invitational	11/6/21
Band & Auxiliary Boosters	Titan Burgers	11/18/21
Band & Auxiliary Boosters	Gift Wrap Sales	12/1/21 - 12/24/21
Band & Auxiliary Boosters	Pizza Pirates	1/13/22
Band & Auxiliary Boosters	Super Chili Burger	2/10/22
Band & Auxiliary Boosters	See's Candies Fundraiser	3/1/22 - 3/31/22
Band & Auxiliary Boosters	Casa Sanchez	3/10/22
Band & Auxiliary Boosters	Papachino's Grill and Greens	4/6/22
Band & Auxiliary Boosters	Panda Express	5/12/22
<u>Chino Hills HS</u>		
General Boosters	Bingo	7/16/21 - 6/31/22
Music Boosters	Chipotle Family Night	7/18/21
Spirit Leaders Boosters	Snap! Raise	7/19/21 - 8/2/21
Music Boosters	Band Camp	7/19/21 - 8/6/21
Spirit Leaders Boosters	Friday Night Football Pizza	8/1/21 - 9/30/21
Music Boosters	Hot Dog on a Stick	8/5/21
Music Boosters	Waba Grill Family Night	8/11/21
Spirit Leaders Boosters	Jr. Spirit Leaders	8/14/21
ASB - Peer Leadership	Panera Night	8/20/21
Spirit Leaders Boosters	Applebee's Pancake Fundraiser	8/28/21
Music Boosters	Dickey's BBQ Family Night	9/15/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Don Lugo HS</u>		
Sports Boosters	Spirit Wear Sales	7/16/21 - 7/25/21
Sports Boosters	Monthly Family Dine Outs	7/16/21 - 5/30/22
ASB - General	Blast Online Donations	7/16/21 - 5/31/22
Performing Arts Boosters	Monthly Family Dine Outs	7/16/21 - 5/31/22
ASB - Floral Club	Holiday Floral Sales	8/1/21 - 6/1/22
Sports Boosters	Spirit Wear Sales	8/1/21 - 12/20/21
Band Boosters	Monthly Family Dine Outs	8/9/21 - 5/26/22
ASB - Renaissance Club	Carl's Jr. Coupon Books	8/16/21 - 8/30/21
Band Boosters	Football Snack bar Sales	8/20/21 - 10/15/21
ASB - French Club	French Café	8/20/21 - 5/13/22
ASB - Floral Club	Monthly Floral Arrangements	9/1/21 - 5/31/22
Band Boosters	Dignity Group Golf Ball Drop	9/6/21 - 9/24/21
Sport Boosters	Car Wash	9/11/21
Sports Boosters	Clothing Drive	9/25/21
Sports Boosters	Applebee's Pancake Fundraiser	10/16/21
ASB - FFA	Fall Festival	10/22/21 - 10/23/21
Band Boosters	Conquistador Classic	11/6/21
ASB - FFA	Poinsettia Sales	11/15/21 - 11/26/21
ASB - Renaissance Club	Spirit Coffee	1/4/22 - 1/18/22
ASB - Robotics	Vex Robotics Competition	1/8/22 - 1/9/22
ASB - FFA	Cookie Dough Sales	2/1/22 - 2/21/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====
BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
July 15, 2021

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Rolling Ridge ES</u>		
Mr. & Mrs. Sheth	Cash	\$500.00
PTA	Cash	\$2,000.00

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTHS	INVOICE AMOUNTS	2020/2021 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	May	\$13,319.38	\$143,491.26
Margaret A. Chidester & Associates	May	\$19,899.50	\$172,806.50
The Tao Firm	May	\$17,263.75	\$ 47,215.00
Fagen, Friedman & Fulfroost		-	\$ 1,708.00
	Total	\$50,482.63	\$365,220.76

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

RECOMMENDATION

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

FISCAL IMPACT

\$50,482.63 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: SCHOOL-SPONSORED TRIPS

=====

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Butterfield Ranch ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 100 students/10 chaperones	November 16-19, 2021	Cost: \$330.00 per student Funding Source: Parents
Site: Country Springs ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 90 students/9 chaperones	November 30-December 3, 2021	Cost: \$307.50 per student Funding Source: Parents and fundraising

Site: Country Springs ES Event: Sacramento Trip Place: Sacramento, CA Chaperone: 96 students/30 chaperones	April 22, 2022	Cost: \$489.00 per student Funding Source: Parents and fundraising
Site: Liberty ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 60 students/6 chaperones	February 22-25, 2022	Cost: \$265.00 per student Funding Source: Parents and fundraising
Site: Litel ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 60 students/6 chaperones	October 19-22, 2021	Cost: \$305.00 per student Funding Source: Parents
Site: Rhodes ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 120 students/12 chaperones	October 25-29, 2021	Cost: \$320.00 per student Funding Source: Parents
Site: Rolling Ridge ES Event: Thousand Pines Outdoor Science Camp Place: Crestline, CA Chaperone: 65 students/6 chaperones	November 15-19, 2021	Cost: \$340.00 per student Funding Source: Parents
Site: Chino Hills HS Event: USA Dance Camp Place: Rancho Mirage, CA Chaperone: 25 students/5 chaperones	July 23-26, 2021	Cost: \$500.00 per student Funding Source: Parents
Site: Chino Hills HS Event: USA Spirit Camp Place: Indian Wells, CA Chaperone: 49 students/5 chaperones	August 1-4, 2021	Cost: \$500.00 per student Funding Source: Parents

FISCAL IMPACT

None.

NE:LF:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services
SUBJECT: 2021/2022 EXPULSION HEARING ADMINISTRATIVE PANEL

=====

BACKGROUND

Administrative Regulation 5144.1 authorizes the formation and use of administrative panels to conduct expulsion hearings on behalf of the Board of Education (California Education Code 48918). The administrative panel shall be selected from a Board approved pool. Panel members should be available to serve a minimum of two times per semester. A Board approved list of administrators is attached. The attached list represents positions rather than names in order to alleviate the need to revise the list throughout the year as administrative assignments change.

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

RECOMMENDATION

It is recommended the Board of Education approve the 2021/2022 Expulsion Hearing Administrative Panel.

FISCAL IMPACT

None.

NE:LF:SJ:ss

**POOL OF EXPULSION HEARING
ADMINISTRATIVE PANEL MEMBERS**

DISTRICT OFFICE PERSONNEL

Director, Access and Equity	Coordinator, Access and Equity
Director, Alternative Education	Coordinator, Assessment and Instr. Technology
Director, Assessment and Instr. Technology	Coordinator, Behavior Intervention
Director, Elementary Curriculum and Instr.	Coordinator, Child Development
Director, Health Services	Coordinator, Child Welfare and Attendance
Directors, Human Resources	Coordinator, Elementary Curriculum and Instr.
Director, Secondary Curriculum and Instr.	Coordinator, Secondary Curriculum and Instr.
Director, Special Education	Coordinators, Special Education
Director, Student Support Services	

ELEMENTARY SCHOOLS (K-6)

Principal, Borba ES	Principal, Hidden Trails ES
Assistant Principal, Borba ES	Assistant Principal, Hidden Trails ES
Principal, Butterfield Ranch ES	Principal, Liberty ES
Assistant Principal, Butterfield Ranch ES	Assistant Principal, Liberty ES
Principal, Cattle ES	Principal, Litel ES
Assistant Principal, Cattle ES	Assistant Principal, Litel ES
Principal, Chaparral ES	Principal, Marshall ES
Assistant Principal Chaparral ES	Assistant Principal, Marshall ES
Principal, Cortez ES	Principal, Newman ES
Assistant Principal, Cortez ES	Assistant Principal, Newman ES
Principal, Country Springs ES	Principal, Oak Ridge ES
Assistant Principal, Country Springs ES	Assistant Principal, Oak Ridge ES
Principal, Dickey ES	Principal, Rhodes ES
Assistant Principal, Dickey ES	Assistant Principal, Rhodes ES
Principal, Dickson ES	Principal, Rolling Ridge ES
Assistant Principal, Dickson ES	Assistant Principal, Rolling Ridge ES
Principal, Eagle Canyon ES	Principal, Walnut ES
Assistant Principal, Eagle Canyon ES	Assistant Principal, Walnut ES
Principal, Glenmeade ES	Principal, Wickman ES
Assistant Principal, Glenmeade ES	Assistant Principal, Wickman ES

K-8 SCHOOLS

Principal, Briggs K-8	Principal, Cal Aero K-8
Assistant Principals, Briggs K-8	Assistant Principals, Cal Aero K-8

SECONDARY SCHOOLS (7-12)

Principal, Canyon Hills JHS	Principal, Boys Republic HS
Assistant Principals, Canyon Hills JHS	Principal, Buena Vista HS
Principal, Magnolia JHS	Principal, Chino HS
Assistant Principals, Magnolia JHS	Assistant Principals, Chino HS
Principal, Ramona JHS	Principal, Chino Hills HS
Assistant Principals, Ramona JHS	Assistant Principals, Chino Hills HS
Principal, Townsend JHS	Principal, Don Lugo HS
Assistant Principals, Townsend JHS	Assistant Principals, Don Lugo HS
Principal, Woodcrest JHS	Assistant Principal, Chino Valley Learning Academy
Assistant Principal, Woodcrest JHS	Principal, Adult School
Principal, Ayala HS	
Assistant Principals, Ayala HS	

Administrative Retirees as they become available.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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

\$837,849.59 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: July 15, 2021

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

SUPERINTENDENT	FISCAL IMPACT
S-2122-002 Joel Shapiro. To provide executive coaching for Superintendent and Board consultation services for Superintendent evaluation process. Submitted by: Superintendent Duration of Agreement: July 16, 2021 - June 30, 2022	Contract amount: \$10,000.00 Funding source: General Fund
S-2122-003 California School Boards Association. To provide annual renewal for membership. Submitted by: Superintendent Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,790.00 Funding source: General Fund
S-2122-004 California School Boards Association. To provide annual renewal for online school board policy service. Submitted by: Superintendent Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$5,625.00 Funding source: General Fund

BUSINESS SERVICES	FISCAL IMPACT
B-2122-005 EMS LINQ, Inc. To provide School Nutrition and Fitness website annual renewal. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$695.00 Funding source: Nutrition Services
B-2122-006 Food Safety Systems. To provide food service safety and sanitation program. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$74,400.00 Funding source: Cafeteria Fund
B-2122-007 Harris School Solutions. To provide software license for eTriton. Submitted by: Nutrition Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$58,199.45 Funding source: Cafeteria Fund
B-2122-008 Pacific Office Automation. To provide FlexStream Professional software license for VDP document printing. Submitted by: Printing, Graphics, and Mail Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$7,278.00 Funding source: General Fund

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2122-071 Houghton Mifflin Harcourt Intervention Solutions Group. To provide annual renewal for Read 180 and Math 180. Submitted by: Secondary Curriculum Duration of Agreement: August 15, 2021 - August 14, 2022	Contract amount: \$44,070.00 Funding source: LCAP
CIIS-2122-072 Document Tracking Services, LLC. To provide document tracking and translation services for 35 sites. Submitted by: Access and Equity Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$13,500.00 Funding source: Title I
CIIS-2122-073 Illuminate Education. To provide per student licenses for data and assessment. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$130,651.74 Funding source: Low Performing Block Grant

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2122-074 NCS Pearson, Inc. To provide annual renewal to access online test materials, scoring, and reports for psychologists. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$10,000.00 Funding source: Special Education</p>
<p>CIIS-2122-075 Multi-Health Systems, Inc. To provide annual renewal to access online test materials, scoring, and reports for various psychological tests. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$4,000.00 Funding source: Special Education</p>
<p>CIIS-2122-076 Parent Institute for Quality Education (PIQE). To provide parent workshops that provide parent engagement programs for the parents/guardians. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$7,000.00 Funding source: Title I</p>
<p>CIIS-2122-077 The Stepping Stones Group. To provide speech and language pathology, Board certified behavior analyst, psychologists, LVN/school nurse, translation services, and instructional aides. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$800,000.00 Funding source: Special Education</p>
<p>CIIS-2122-078 Satish Krishnappa dba Therapy Mantra, Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$600,000.00 Funding source: Special Education</p>
<p>CIIS-2122-079 Pacific Coast Speech Services, Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$500,000.00 Funding source: Special Education</p>
<p>CIIS-2122-080 Zenith Rehabilitation Services, Inc. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$350,000.00 Funding source: Special Education</p>
<p>CIIS-2122-081 Pristine Rehab Care, LLC. To provide occupational therapist, speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$250,000.00 Funding source: Special Education</p>
<p>CIIS-2122-082 Russo, Fleck and Associates. To provide occupational therapy services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$150,000.00 Funding source: Special Education</p>
<p>CIIS-2122-083 Extensive Therapy Connection and Solution. To provide speech/language pathology services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022</p>	<p>Contract amount: \$120,000.00 Funding source: Special Education</p>
<p>CIIS-2122-084 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, 2021 - June 30, 2022</p>	<p>Contract amount: \$100,000.00 Funding source: Special Education</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2122-085 Communicaid, Inc. To provide translation and interpreter services. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: Various
CIIS-2122-086 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, 2021 - June 30, 2022	Contract amount: \$500.00 Funding source: Special Education
CIIS-2122-087 Illuminate Education, Inc. To provide renewal of on-site professional development. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$7,000.00 Funding source: General Fund
CIIS-2122-088 Bobbie Hobby. To provide pre-school assessment services. Submitted by: Health Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$15,000.00 Funding source: Various
CIIS-2122-089 Illuminate Education. To provide one day on-site training and/or technical assistance for FastBridge for elementary intervention teachers. Submitted by: Elementary Curriculum Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$3,250.00 Funding source: LCAP
CIIS-2122-090 Houghton Mifflin Harcourt Intervention Solutions Group. To provide Read 180 and Math 180 implementation training. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$8,400.00 Funding source: LCAP
CIIS-2122-091 The Stepping Stones Group. To provide licensed vocational nurse and registered nurse services. Submitted by: Health Services Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$200,000.00 Funding source: General Fund
CIIS-2122-092 ViaTRON Systems, Inc. To provide document conversion services scanning paper files into electronic file system. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$ 70,000.00 Funding source: Special Education

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-020 Earlybird Extermination, Inc. To provide insect, rodent, and weed control/prevention. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund
F-2122-021 Ware Malcomb. To provide consulting services for interior architectural furniture design. Submitted by: Facilities, Planning, and Operations/ Purchasing Duration of Agreement: July 16, 2021 - June 30, 2022	Contract amount: \$57,000.00 Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-022 MJS Alarm Corp. dba Mijac Alarm. To provide District-wide fire and security alarm monitoring services. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$288.25 Funding source: General Fund
F-2122-023 Aquatic Design Group, Inc. To provide consultant and project oversight services on pool improvement projects. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$138,500.00 Funding source: General Fund
F-2122-024 Inland Empire Stages, LTD. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund
F-2122-025 Gold Coast Tours. To provide charter bus services. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund
F-2122-026 Perseus Associates TransTraks. To provide cloud hosted transportation data management software. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$8,375.00 Funding source: General Fund
F-2122-027 SMG Ontario Arena, LLC (Toyota Arena). To provide event license fee for 2022 commencement ceremonies to be held on May 23, 2022, and May 24, 2022. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$125,000.00 Funding source: Various
F-2122-028 SMG Ontario Arena, LLC (Toyota Arena). To provide event license fee for 2023 commencement ceremonies to be held on May 22, 2023, and May 23, 2023. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2022 - June 30, 2023	Contract amount: \$125,000.00 Funding source: Various
F-2122-029 A and A Fleet Painting, Inc. dba The Paint Department. To provide off-site painting repairs for District vehicles and buses. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$75,000.00 Funding source: General Fund
F-2122-030 Zonar Systems, Inc. To provide annual software renewal for Parkway and ZPASS Service. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$50,000.00 Funding source: General Fund
F-2122-031 Soft Touch Car Wash. To provide car wash services to District vehicles. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund
F-2122-032 American Power Wash. To provide washing of District buses and vehicles. Submitted by: Transportation Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-033 Brandon Petrunio & Associates, Inc. To provide architectural landscape services for Ayala HS quad landscape renovation. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$16,750.00 Funding source: General Fund
F-2122-034 Leading Edge Air Conditioning. To provide District wide HVAC unit assessments and reports. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$43,500.00 Funding source: General Fund
F-2122-035 Advanced GeoEnvironmental, Inc. To provide storm water testing and to assist with the Storm Water Pollution Prevention plan. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund
F-2122-036 Jamey Clark, Inc. To provide District-wide impact attenuation testing of the playground equipment fall zone surfacing. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: Per rate sheet Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-2122-004 Vargas Consulting Services and Training. To provide suicide prevention, intervention, and postvention training. Submitted by: Risk Management Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$8,000.00 Funding source: LCAP
HR-2122-005 Frontline Education. To provide annual renewal for absence and substitute management services. Submitted by: Human Resources Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$ 35,277.17 Funding source: General Fund
HR-2122-006 CODESP. To provide online employment, selection materials, and training presentations for member public agencies. Submitted by: Human Resources Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$2,600.00 Funding source: General Fund
HR-2122-007 OSTs, Inc. To provide assistance with CAL OSHA compliance standards and regulation codes. Submitted by: Risk Management Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$15,000.00 Funding source: General Fund
HR-2122-008 Soraya Sutherlin dba Emergency Management Safety Partners, LLC. To provide consulting services to assist with the District's Comprehensive School Safety Plans and Emergency Management for the 2021/2022 school year. Submitted by: Risk Management Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$20,152.00 Funding source: General Fund
HR-2122-009 Thompson & Colegate LLP. To provide legal services. Submitted by: Risk Management Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$10,000.00 Funding source: General Fund
HR-2122-010 Keenan & Associates. To provide run-off claims administration services. Submitted by: Risk Management Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$6,000.00 Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 21/22-0174 SBCSS SANDABS. To provide 2021/2022 membership for San Bernardino County District Advocates for Better Schools (SANDABS). Submitted by: Superintendent Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$2,000.00 Funding source: General Fund

SAN BERNARDINO COUNTY	FISCAL IMPACT
SBC Joint Use Agreement No. 10-77 SB County - Real Estate Services Department. To provide Joint Use Agreement No. 10-77 Cal Aero K-8 Public Library. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: None Funding source: None

MASTER CONTRACTS	FISCAL IMPACT
MC-2122-005 Apex Fun Run of CA, LLC. To provide fundraising opportunities. Submitted by: Rolling Ridge ES Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: Various
MC-2122-006 Quizizz, Inc. To provide annual site license to access Quizizz software. Submitted by: Briggs K-8 Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: Various
MC-2122-007 Prime Time Music. To provide DJ services. Submitted by: Magnolia JHS Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: Various
MC-2122-008 Juice It Up. To provide fundraising opportunities. Submitted by: Magnolia JHS Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: 25% of sales from fundraising events Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-009 Balloon Haven. To provide helium tanks and balloon arrangements. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-010 School Portraits by Adams Photography. To provide yearbook services. Submitted by: Woodcrest JHS Duration of Agreement: July 1, 2021 - June 30, 2022	Contract amount: \$4,000.00 Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-011 Super Birthday, Inc. To provide shaved ice services. Submitted by: Chaparral ES Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-012 Real Inspiration, Inc. To provide motivational speaker. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters
MC-2122-013 Leadership Inspirations. To provide leadership training and development. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024	Contract amount: Per invoice Funding source: ASB/USB/PFA/PTA/Boosters

MASTER CONTRACTS	FISCAL IMPACT
<p>MC-2122-014 Boogie Down DJ Services. To provide DJ, sound, and photobooth services. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-015 The PhotoBooth Guy. To provide photobooth and entertainment. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-016 Maribel Colin. To provide twelve (12) The Twelve Powers of Family Business Program workshop sessions. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-017 High Society DJs. To provide DJ services. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-018 BrainPOP, LLC. To provide annual site renewal to BrainPop software. Submitted by: Liberty ES Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-019 Learning A-Z. To provide annual site renewal to Learning A-Z software. Submitted by: Liberty ES Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-020 Formative. To provide annual site renewal to Formative subscription. Submitted by: Magnolia JHS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-021 Mosa Mack Science, Inc. To provide annual site renewal to Mosa Mack software. Submitted by: Chaparral ES Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-022 Continental Vending, Inc. To provide vending machine. Submitted by: Don Lugo HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: 20% of sales from rate sheet Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-023 Shred-It USA, LLC. To provide shredding service. Submitted by: Assessment and Instructional Technology Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>
<p>MC-2122-024 It's A Gas, Inc. To provide helium tanks and balloon arrangements. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-025 Six Flags Magic Mountain and Hurricane Harbor. To provide senior field trip. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters</p>
<p>MC-2122-026 In-N-Out Burger. To provide food truck catering services. Submitted by: Chino HS Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters</p>

MASTER CONTRACTS	FISCAL IMPACT
<p>MC-2122-027 Mind Research Institute. To provide annual site renewal to Mind Research software. Submitted by: Liberty ES Duration of Agreement: July 1, 2021 - June 30, 2024</p>	<p>Contract amount: Per invoice Funding source: Various</p>

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
<p>CIIS-2021-098 San Joaquin County Office of Education/ Special Education Information System. To provide annual renewal for two-way automated data transmission between Special Education Information System (SEIS) to Aeries. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021 Original Agreement Board Approved: July 16, 2020</p>	<p>Contract amount: increase amount to \$6,000.00 Duration of agreement: extend contract through June 30, 2022. Funding source: Special Education</p>
<p>F-1617-007 WLC Architects. To provide architectural design services on various projects. Submitted by: Facilities, Planning, and Operations Duration of Agreement: April 21, 2017 - June 30, 2021 Original Agreement Board Approved: April 20, 2017</p>	<p>Contract amount: Per master agreement Duration of agreement: extend contract through June 30, 2022 Funding source: Various</p>
<p>F-1819-015 TYR, Inc. To provide Master contract for DSA project inspection services. Submitted by: Facilities, Planning, and Operations Duration of Agreement: October 5, 2019 - June 30, 2024 Original Agreement Board Approved: October 4, 2018</p>	<p>Contract amount: Per rate sheet DSA inspector of record services rate change Funding source: Various</p>
<p>F-1920-060 DPI - Diversified Property Investments. To provide school property consultant. Submitted by: Facilities, Planning, and Operations Duration of Agreement: March 5, 2020 - March 3, 2021 Original Agreement Board Approved: March 5, 2020</p>	<p>Contract amount: 2.5% of land sale price Duration of agreement: extend contract through December 31, 2021, for school property consultant services Funding source: General Fund</p>
<p>F-1920-063 Padgett's Cleaning and Restoration. To provide deep cleaning and disinfection of school facilities in the event of infectious disease and/or viral contamination. Submitted by: Facilities, Planning, and Operations Duration of Agreement: March 20, 2020 - June 30, 2021 Original Agreement Board Approved: March 19, 2020</p>	<p>Contract amount: Per rate sheet Duration of agreement: extend contract through June 30, 2022, for deep cleaning and disinfection of school facilities in the event of infectious disease and/or viral contamination Funding source: General Fund</p>
<p>F-2021-043 KU Champions, LLC. To provide before and/or after school and summer enrichment program for District students at Eagle Canyon ES. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2020 - June 30, 2021 Original Agreement Board Approved: August 20, 2020</p>	<p>Contract amount: approximately \$15,000.00 annual income to the District Duration of agreement: extend contract through June 30, 2022 Funding source: None</p>
<p>F-2021-050 Brandon Petrunio & Associates, Inc. To provide architectural landscape services for Townsend JHS - Phase 2. Submitted by: Maintenance, Operations, and Construction Duration of Agreement: December 1, 2020 - June 30, 2021 Original Agreement Board Approved: January 21, 2021</p>	<p>Contract amount: \$68,670.00 Duration of agreement: extend contract to cover July 1, 2021- June 30, 2022. Funding source: General Fund</p>

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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. Items not picked up for public auction may be sold through a private sale, donated to charitable organization, or disposed of in the local public dump in accordance with Education Code Section 17546.

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

RECOMMENDATION

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

FISCAL IMPACT

Increase to the General Fund from proceeds of sale.

NE:GJS:pw

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
SURPLUS/OBSOLETE PROPERTY
July 15, 2021**

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Printer	HP	Photosmart 2610	Facilities
Console	Dell	65668	Secondary Curriculum
Monitor	Dell	72872-47B-D35M	Secondary Curriculum
Monitor	Dell	71623-371-2239	Secondary Curriculum
Printer	HP	31786	Secondary Curriculum
Monitor	Dell	48203	Borba ES
Monitor	Dell	59407	Borba ES
Monitor	Dell	39409	Borba ES
Monitor	Dell	CN0M9U76742615291NYO	Borba ES
Monitor	Dell	CN0C730C716239CN7493	Borba ES
Monitor	Dell	CN0C730C716238900334	Borba ES
Monitor	Dell	CN-0619GM-72872	Borba ES
Monitors (2)	Dell		Borba ES
Tower	Dell	39930	Borba ES
Tower	Dell	39931	Borba ES
Laptop	Dell	DP1B6S1	Borba ES
Laptop	Dell	43926	Borba ES
Laptop	Dell	DP075S1	Borba ES
Laptop	Dell	39895	Borba ES
Laptop	Dell	39912	Borba ES
Laptop	Dell	39892	Borba ES
Laptop	Dell	48011	Borba ES
Modem		59410	Borba ES
Modem		59408	Borba ES
Modem		59406	Borba ES
Modem		59405	Borba ES
Modem		48210	Borba ES
VHS/DVD	Sony		Borba ES
DVD	Phillips	KX2A0734942435	Borba ES
Copy Machine	Brother		Borba ES
Laptop	Microsoft Surface Pro	317-OFF-47307	Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47309	Country Springs ES
Laptop	Microsoft Surface Pro		Country Springs ES
Laptop	Microsoft Surface Pro		Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47306	Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47310	Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47308	Country Springs ES
Laptop	Microsoft Surface Pro		Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47312	Country Springs ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Microsoft Surface Pro		Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47313	Country Springs ES
Laptop	Microsoft Surface Pro	317-OFF-47305	Country Springs ES
Printer	HP	317-DCI-317P-AP-01	Country Springs ES
Printer	HP	317GPD01317Plab2901	Country Springs ES
Tables (11)			Country Springs ES
File Cabinets (3)			Country Springs ES
Student Chairs (50)			Country Springs ES
Teacher Chairs (5)			Country Springs ES
Lunch Tables (5)			Country Springs ES
Monitor	Dell	53903	Country Springs ES
Computer	HP		Country Springs ES
Keyboards (3)			Country Springs ES
Cabinet			Country Springs ES
Printer	Phaser 3250	317-DCI\317P-RM8-1	Country Springs ES
Misc. Speakers/Parts			Country Springs ES
Computer	Dell	34478	Dickey ES
Computer	Dell	33752	Dickey ES
Computer	Dell	34477	Dickey ES
Computer	Dell	34480	Dickey ES
Computer	Dell	34468	Dickey ES
Computer	Dell	33044	Dickey ES
Computer	Dell	44899	Dickey ES
Computer	Dell	55690	Dickey ES
Computer	Dell	55688	Dickey ES
Computer	REV 01		Dickey ES
Computer	REV 01	33753	Dickey ES
Monitors (13)			Dickey ES
Keyboards (11)			Dickey ES
Mice (4)	Dell		Dickey ES
Power Connect	Dell		Dickey ES
Computer	Dell	34509	Dickey ES
Computer	Dell	34483	Dickey ES
Computer	Dell	55687	Dickey ES
Chairs (4)			Dickey ES
Monitor	Dell		Dickey ES
Computer	Dell	47796	Dickey ES
Computer	Dell	34168	Dickey ES
File Cabinet			Dickey ES
Monitors (3)	Dell		Dickey ES
Headphones (3)			Dickey ES
Keyboards (3)			Dickey ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	35929	Dickey ES
Computer	Dell	35927	Dickey ES
Computer	Dell	35932	Dickey ES
Rolling Cabinet			Dickey ES
Computer	Dell	46266	Eagle Canyon ES
Computer	Dell	45935	Eagle Canyon ES
Computer	Dell	46184	Eagle Canyon ES
Computer	Dell	47895	Eagle Canyon ES
Computer	Dell	46261	Eagle Canyon ES
Computer	Dell	45937	Eagle Canyon ES
Keyboards (3)			Eagle Canyon ES
Mice (3)			Eagle Canyon ES
Projector	Epson	55234	Rolling Ridge ES
Document Camera	Epson	55399	Rolling Ridge ES
Computer Screen	Dell		Rolling Ridge ES
Controller	Epson	162636600	Rolling Ridge ES
Controller	Epson	145664100	Rolling Ridge ES
Keyboard	Dell	01HF2Y716162120CHYA00	Rolling Ridge ES
Tower	Dell	39727	Rolling Ridge ES
Laptop	Dell	49691	Rolling Ridge ES
Laptop	Dell	49699	Rolling Ridge ES
Electric Panel		47391	Ramona JHS
Electric Panel		47031	Ramona JHS
Electric Panel		44162	Ramona JHS
Electric Panel		47035	Ramona JHS
Electric Panel		47033	Ramona JHS
Electric Panel		47390	Ramona JHS
Electric Panel		47029	Ramona JHS
Electric Panel		47028	Ramona JHS
Electric Panel		47034	Ramona JHS
Networks		52336	Ramona JHS
Networks		46701	Ramona JHS
Networks		46720	Ramona JHS
Networks		46717	Ramona JHS
Networks		46704	Ramona JHS
Networks		52379	Ramona JHS
Networks		46705	Ramona JHS
Networks		46692	Ramona JHS
Networks		52526	Ramona JHS
Networks		46698	Ramona JHS
Networks		46691	Ramona JHS
Networks		46700	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Networks		46711	Ramona JHS
Networks		52449	Ramona JHS
Networks		52451	Ramona JHS
Networks		46719	Ramona JHS
Networks		46695	Ramona JHS
Networks		49132	Ramona JHS
Networks		49136	Ramona JHS
Networks		46869	Ramona JHS
Networks		47657	Ramona JHS
Networks		46693	Ramona JHS
Networks		52570	Ramona JHS
Networks		46702	Ramona JHS
Networks		46718	Ramona JHS
Networks		49135	Ramona JHS
Networks		46703	Ramona JHS
Networks		52566	Ramona JHS
Computer	Apple	29526	Ramona JHS
Computer	Apple	25510	Ramona JHS
Computer	Apple	26809	Ramona JHS
Computer	Apple	25509	Ramona JHS
Computer	Apple	25511	Ramona JHS
Computer	Apple	25505	Ramona JHS
Computer	Apple	25508	Ramona JHS
Computer	Apple	25502	Ramona JHS
Computer	Apple	25507	Ramona JHS
Computer	Apple	25506	Ramona JHS
Computer	Apple	25504	Ramona JHS
Printer	HP	VNBBF39037	Ramona JHS
Printer	HP	VND3H04404	Ramona JHS
Computer	Dell	41005	Ramona JHS
Computer	Dell	42274	Ramona JHS
Computer	Dell	39469	Ramona JHS
Computer	Dell	47878	Ramona JHS
Computer	Dell	57473	Ramona JHS
Computer	Dell	39404	Ramona JHS
Computer	Dell	39395	Ramona JHS
Computer	Dell	33067	Ramona JHS
Computer	Dell	47875	Ramona JHS
Computer	Dell	51474	Ramona JHS
Computer	Dell	44833	Ramona JHS
Computer	Dell	39443	Ramona JHS
Computer	Dell	41001	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Apple	29111	Ramona JHS
Printer	HP	VND3K66464	Ramona JHS
Printer	HP	MY49M2B072	Ramona JHS
Printer	HP	21417	Ramona JHS
Computer	Dell	47876	Ramona JHS
Computer	Dell	39378	Ramona JHS
Computer	Dell	39380	Ramona JHS
Computer	Dell	39370	Ramona JHS
Computer	Dell	39412	Ramona JHS
Computer	Dell	43130	Ramona JHS
Computer	Dell	39402	Ramona JHS
Computer	Dell	39409	Ramona JHS
Computer	Dell	201-LAB-33-05	Ramona JHS
Computer	Dell	47873	Ramona JHS
Computer	Dell	39464	Ramona JHS
Computer	Dell	39416	Ramona JHS
Computer	Dell	39367	Ramona JHS
Computer	Dell	39375	Ramona JHS
Computer	Dell	44018	Ramona JHS
Computer	Dell	39405	Ramona JHS
Computer	Dell	201-LAB33-03	Ramona JHS
Computer	Dell	43128	Ramona JHS
Computer	Dell	39381	Ramona JHS
Computer	Dell	39392	Ramona JHS
Computer	Dell	39396	Ramona JHS
Computer	Dell	39403	Ramona JHS
Computer	Dell	39433	Ramona JHS
Computer	Dell	39440	Ramona JHS
Computer	Dell	39406	Ramona JHS
Computer	Dell	39374	Ramona JHS
Computer	Dell	39368	Ramona JHS
Computer	Dell	201-LAB33-22	Ramona JHS
Computer	Dell	39417	Ramona JHS
Computer	Dell	39369	Ramona JHS
Computer	Dell	39377	Ramona JHS
Computer	Dell	39371	Ramona JHS
Computer	Dell	39372	Ramona JHS
Computer	Dell	39271	Ramona JHS
Computer	Dell	201-RM30-SM03	Ramona JHS
Monitors (45)	Dell		Ramona JHS
Laptop	Dell	47948	Ramona JHS
Laptop	Dell	52864	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	88RTC82	Ramona JHS
Laptop	Dell	50571	Ramona JHS
Laptop	Dell	50577	Ramona JHS
Laptop	Dell	50579	Ramona JHS
Laptop	Dell	50570	Ramona JHS
Laptop	Dell	50578	Ramona JHS
Laptop	Dell	50569	Ramona JHS
Laptop	Dell	50585	Ramona JHS
Laptop	Dell	50591	Ramona JHS
Laptop	Dell	50573	Ramona JHS
Laptop	Dell	50582	Ramona JHS
Laptop	Dell	52831	Ramona JHS
Laptop	Dell	50590	Ramona JHS
Laptop	Dell	50568	Ramona JHS
Laptop	Dell	50567	Ramona JHS
Laptop	Dell	50566	Ramona JHS
Laptop	Dell	52888	Ramona JHS
Laptop	Dell	50581	Ramona JHS
Laptop	Dell	50587	Ramona JHS
Laptop	Dell	50583	Ramona JHS
Laptop	Dell	53698	Ramona JHS
Laptop	Dell	53703	Ramona JHS
Laptop	Dell	53689	Ramona JHS
Laptop	Dell	53710	Ramona JHS
Laptop	Dell	53701	Ramona JHS
Laptop	Dell	53716	Ramona JHS
Laptop	Dell	53700	Ramona JHS
Laptop	Dell	53694	Ramona JHS
Laptop	Dell	53687	Ramona JHS
Laptop	Dell	53680	Ramona JHS
Laptop	Dell	53684	Ramona JHS
Laptop	Dell	53692	Ramona JHS
Laptop	Dell	53709	Ramona JHS
Laptop	Dell	53697	Ramona JHS
Laptop	Dell	52919	Ramona JHS
Laptop	Dell	52836	Ramona JHS
Laptop	Dell	52831	Ramona JHS
Laptop	Dell	52897	Ramona JHS
Laptop	Dell	52909	Ramona JHS
Laptop	Dell	52913	Ramona JHS
Laptop	Dell	52915	Ramona JHS
Laptop	Dell	47952	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	52869	Ramona JHS
Laptop	Dell	52916	Ramona JHS
Laptop	Dell	52912	Ramona JHS
Laptop	Dell	52824	Ramona JHS
Laptop	Dell	52907	Ramona JHS
Laptop	Dell	52819	Ramona JHS
Laptop	Dell	52856	Ramona JHS
Laptop	Dell	52911	Ramona JHS
Laptop	Dell	52918	Ramona JHS
Laptop	Dell	52829	Ramona JHS
Laptop	Dell	52872	Ramona JHS
Laptop	Dell	52842	Ramona JHS
Laptop	Dell	52830	Ramona JHS
Laptop	Dell	53688	Ramona JHS
Laptop	Dell	53678	Ramona JHS
Laptop	Dell	53713	Ramona JHS
Laptop	Dell	53693	Ramona JHS
Laptop	Dell	53681	Ramona JHS
Laptop	Dell	53677	Ramona JHS
Laptop	Dell	53714	Ramona JHS
Laptop	Dell	53690	Ramona JHS
Laptop	Dell	53682	Ramona JHS
Laptop	Dell	53686	Ramona JHS
Laptop	Dell	52823	Ramona JHS
Laptop	Dell	50565	Ramona JHS
Laptop	Dell	50586	Ramona JHS
Laptop	Dell	50575	Ramona JHS
Laptop	Dell	52835	Ramona JHS
Laptop	Dell	52840	Ramona JHS
Laptop	Dell	52852	Ramona JHS
Laptop	Dell	50588	Ramona JHS
Laptop	Dell	52857	Ramona JHS
Laptop	Dell	50572	Ramona JHS
Laptop	Dell	52847	Ramona JHS
Laptop	Dell	52860	Ramona JHS
Laptop	Dell	52828	Ramona JHS
Laptop	Dell	50592	Ramona JHS
Laptop	Dell	52846	Ramona JHS
Laptop	Dell	52862	Ramona JHS
Laptop	Dell	52904	Ramona JHS
Laptop	Dell	52834	Ramona JHS
Laptop	Dell	52914	Ramona JHS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Laptop	Dell	52827	Ramona JHS
Laptop	Dell	52833	Ramona JHS
Laptop	Dell	50594	Ramona JHS
Laptop	Dell	50574	Ramona JHS
Laptop	Dell	50576	Ramona JHS
Laptop	Dell	50593	Ramona JHS
Laptop Cart	Dell	46317	Ramona JHS
Reel Mower	John Deere	MO2653XO10371	Ayala HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing

SUBJECT: RESOLUTIONS 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, AND 2021/2022-05 FOR AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACTS

=====
BACKGROUND

Public Contract Code (PCC) 20111 requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$86,000.00 to the lowest responsible bidder.

Notwithstanding, PCC 20111, PCC 20118 and Administrative Regulation 3311 state that without advertising for bids and upon a determination that it is in the best interest of the District, the Board may authorize District staff by contract, lease, requisition, or purchase order of another public corporation or agency, to lease data-processing equipment, or to purchase materials, supplies, equipment, automotive vehicles, tractors and other personal property for the District in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor (piggyback).

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the District may authorize the lease or purchase of personal property directly to the vendor under the same terms that are available to the public corporation or agency under the contract.

Staff requests approval of the following resolutions to provide authorization for the District to participate by piggyback in contracts as itemized below:

Resolution	Contract	Contractor	Description	Term
2021/2022-01	State of California Multiple Award Schedule (CMAS) 4-20-75-0049C	Office Depot, LLC	Office and Instructional Supplies	10/9/2020-4/8/2025
2021/2022-02	State of California Multiple Award Schedule (CMAS) 4-07-51-0020A	Turf Star, Inc.	Lawn and Garden Equipment	11/9/2017-11/30/2022

Resolution	Contract	Contractor	Description	Term
2021/2022-03	Pomona Valley Co-Op Purchasing Group: Lead Agency Alta Loma School District RFP No. 2020-21-2-CN	Sysco Riverside, Inc.; Individual Foodservice; Interboro Packaging Corporation; P&R Paper Supply Co.; The Platinum Packaging Group	Paper Products	7/1/2021-6/30/2022
2021/2022-04	Pomona Valley Co-Op Lead Agency: Rialto Unified School District RFP No. RIANS-2021-2022-001	Gold Star Foods, Bernard Food Industries, Inc., and Sysco Riverside, Inc.	Grocery Products	7/1/2021-6/30/2022
2021/2022-05	Pomona Valley Co-Op Lead Agency: Chaffey Joint Union High School District RFP No. 21-22-004	Gold Star Foods	Snack Food and Beverages	7/1/2021-6/30/2022

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolutions 2021/2022-01, 2021/2022-02, 2021/2022-03, 2021/2022-04, and 2021/2022-05 for Authorization to Utilize Piggyback Contracts.

FISCAL IMPACT

Unknown.

NE:GJS:AGH:pw

**Chino Valley Unified School District
Resolution 2021/2022-01
Authorization to Utilize the State of California Multiple Award Schedule (CMAS)
4-20-75-0049C With Office Depot, LLC
to Purchase Office and Instructional Supplies
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure office and instructional supplies for the District;

WHEREAS, CMAS currently has a piggyback contract, 4-20-75-0049C, in accordance with Public Contract Code 20118 with Office Depot, LLC, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

WHEREAS, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

WHEREAS, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of office and instructional supplies through the piggyback contract procured by the CMAS 4-20-75-0049C.

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of office and instructional supplies through the piggyback contract originally procured by the CMAS 4-20-75-0049C is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of office and instructional supplies in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-20-75-0049C.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of October 9, 2020, for the term ending April 8, 2025.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of July 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-02
Authorization to Utilize the State of California Multiple Award Schedule (CMAS)
4-07-51-0020A With Turf Star, Inc.
to Purchase Lawn and Garden Equipment
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure lawn and garden equipment for the District;

WHEREAS, CMAS currently has a piggyback contract, 4-07-51-0020A, in accordance with Public Contract Code 20118 with Turf Star, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

WHEREAS, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

WHEREAS, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of lawn and garden equipment through the piggyback contract procured by the CMAS 4-07-51-0020A.

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of lawn and garden equipment through the piggyback contract originally procured by the CMAS 4-07-51-0020A is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of lawn and garden equipment in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the CMAS 4-07-51-0020A.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of November 9, 2017, for the term ending November 30, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of July 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-03
Authorization to Utilize the Pomona Valley Co-Op Purchasing Group: Lead
Agency Alta Loma School District RFP No. 2020-21-2-CN
With Sysco Riverside, Inc.; Individual Foodservice;
Interboro Packaging Corporation; P&R Paper Supply Co.; and
The Platinum Packaging Group
to Purchase Paper Products
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure paper products for the District;

WHEREAS, Pomona Valley Co-Op Purchasing Group: Lead Agency Alta Loma School District currently has a piggyback contract, RFP No. 2020-21-2-CN, in accordance with Public Contract Code 20118 with Sysco Riverside, Inc; Individual Foodservice; Interboro Packaging Corporation; P&R Paper Supply Co.; and The Platinum Packaging Group, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

WHEREAS, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

WHEREAS, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of paper products through the piggyback contract procured by the Pomona Valley Co-Op Purchasing Group: Lead Agency Alta Loma School District RFP No. 2020-21-2CN.

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of paper products through the piggyback contract originally procured by the Pomona Valley Co-Op Purchasing Group: Lead Agency Alta Loma School District RFP No. 2020-21-2CN is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of paper products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op Purchasing Group: Lead Agency Alta Loma School District RFP No. 2020-21-2CN.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of July 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-04
Authorization to Utilize the Pomona Valley Co-Op Lead Agency:
Rialto Unified School District RFP No. RIAN-2021-2022-001
With Gold Star Foods, Bernard Food Industries, Inc., and Sysco Riverside, Inc.
to Purchase Grocery Products
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure grocery products for the District;

WHEREAS, Pomona Valley Co-Op Lead Agency: Rialto Unified School District currently has a piggyback contract, RFP No. RIAN-2021-2022-001, in accordance with Public Contract Code 20118 with Gold Star Foods, Bernard Food Industries, Inc., and Sysco Riverside, Inc., that contains the materials, supplies, equipment and/or other personal property the District currently requires;

WHEREAS, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

WHEREAS, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of grocery products through the piggyback contract procured by the Pomona Valley Co-Op Lead Agency: Rialto Unified School District RFP No. RIAN-2021-2022-001.

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of grocery products through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Rialto Unified School District RFP No. RIAN-2021-2022-001 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of grocery products in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Rialto Unified School District RFP No. RIAN-2021-2022-001.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of July 2021 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

**Chino Valley Unified School District
Resolution 2021/2022-05
Authorization to Utilize the Pomona Valley Co-Op Lead Agency:
Chaffey Joint Union High School District RFP No. 21-22-004 With Gold Star Foods
to Purchase Snack Food and Beverages
Through the Piggyback Contract**

WHEREAS, the Board of Education (Board) of the Chino Valley Unified School District (District) has determined that a true and very real need exists to procure snack food and beverages for the District;

WHEREAS, Pomona Valley Co-Op Lead Agency: Chaffey Joint Union High School District currently has a piggyback contract, RFP No. 21-22-004, in accordance with Public Contract Code 20118 with Gold Star Foods, that contains the materials, supplies, equipment and/or other personal property the District currently requires;

WHEREAS, the board of education of a school district, without advertising for bids if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order of any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor;

WHEREAS, the board of education of a school district is required to make a determination that a purchase and/or lease through a public corporation or agency is in the best interests of the district to take advantage of this exception; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the purchase of snack food and beverages through the piggyback contract procured by the Pomona Valley Co-Op Lead Agency: Chaffey Joint Union High School District RFP No. 21-22-004.

NOW, THEREFORE, BE IT RESOLVED the Board hereby finds, determines, and declares as follows:

Section 1. Determination re: Recitals. All of the recitals set forth above are true and correct.

Section 2. Determination re: Purchase through Other Public Agency. Pursuant to Public Contract Code 20118, that authorizing the purchase of snack food and beverages through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Chaffey Joint Union High School District RFP No. 21-22-004 is in the best interests of the District because there is volume pricing that can be used to reduce the District's overall price.

Section 3. Authorization. The Board hereby authorizes the acquisition of snack food and beverages in accordance with Public Contract Code 20118 through the piggyback contract originally procured by the Pomona Valley Co-Op Lead Agency: Chaffey Joint Union High School District RFP No. 21-22-004.

Section 4. Other Actions. The Superintendent or his designee are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase, sale, and lease, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, and that any and all such prior actions by the District's Superintendent, or his designee, are hereby ratified by the Board.

Section 5. Effective Date. This resolution shall be effective as of July 1, 2021, for the term ending June 30, 2022.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 15th day of July 2021 by the following vote:

Bridge	_____
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: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2021-25	Country Springs ES Drop-Off Area Landscape and Concrete	J2 Builders	\$52,600.00	\$3,900.00/Time Extension	\$56,500.00	25
CC2021-29	PDC/Media Center Phone Upgrade	Blue Violet Networks, LLC	\$23,166.75	Time Extension	\$23,166.75	25
CC2021-31	Marshall ES Cabinet Upgrade	David M. Bertino Mfg., Inc.	\$16,920.00	N/A	\$16,920.00	01
CC2021-32	Dickey ES MPR Sound System Upgrade	Ireland Sound Systems, Inc.	\$17,618.53	N/A	\$17,618.53	01
CC2021-33	Student Support Services Cabling	Blue Violet Networks, LLC	\$23,539.19	N/A	\$23,539.19	25
CC2021-38	Eagle Canyon ES Fire Alarm System Upgrade	Time and Alarm Systems	\$52,970.00	\$908.85	\$53,878.85	01
CC2021-39	School Site Tree Pruning	Mission Landscape Co.	\$19,120.00	N/A	\$19,120.00	01

The change order for CUPCCAA CC2021-25 results in an increase of \$3,900.00 to the construction cost and 21 additional days in contract time.

The change order for CUPCCAA CC2021-29 results in no change to the construction cost and 13 additional days in contract time.

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: Jonathan Campbell, Project Manager; Carlos Camarena, Supervisor; and Martin Silveira, Director, Maintenance, Operations, and Construction.

Staff recommends approval of the Change Order and 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 Change Order and Notice of Completion for CUPCCAA Projects.

FISCAL IMPACT

\$107,537.38 to General Fund 01.
\$46,705.94 to RDA Fund 25.
\$56,500.00 to TAX A Fund 25.

NE:GJS:pw



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

CHANGE ORDER

Date: 6/14/21 BID/ CUPCCAA #: CC2021-25 Change Order #: 01
Project Title: Country Springs ES Drop-Off Area Landscape and Concrete
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: J2 Builders

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:	Relocation of lateral irrigation line buried and damaged below new concrete. Corresponding sprinklers and laterals rerouted.
	Reason:	Laterals were not relocated as part of site alterations per design.
	Document Ref:	Attached estimate #2021-554 Country Springs CO#1 per J2 Builders.
	Requested by:	CVUSD
	Change in Contract Sum:	\$3,900.00
	Time Extension:	21 Days


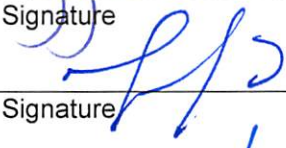


CONTRACT SUMMARY

The original contract amount was:	\$52,600.00
Previously approved change order amount(s):	\$0
The contract amount will be increased /decreased by this Change Order:	\$3,900.00
The new contract amount including this change order will be:	\$56,500.00

The original contract completion date:	03/27/2021
The contract time will be increased/decreased by days:	21 Days
The date of completion as a result of this Change Order is:	04/17/2021

APPROVED BY:

<u>John Buck, J2 Builders</u> Contractor		<u>6/22/21</u> Date
<u>DSA Inspector of Record (if applicable)</u>	Signature	Date
<u>Architect / Engineer (if applicable)</u>	Signature	Date
<u>Construction / Project Manager</u>	Signature	Date

Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Sam Sousa, Construction Coordinator CVUSD Project Manager		6/22/21
Martin Silveira Director, Maintenance & Operations (if applicable)		6/23/21
Beverly Beemer Director, Planning (if applicable)		Date
Greg Stachura Owner (Authorized Agent)		6/23/21



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

CHANGE ORDER

Date: 6/4/2021 BID/ CUPCAA #: CC2021-29 Change Order #: 01
Project Title: Professional Development Center/Media Center Phone Upgrade
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: Blue Violet Networks LLC

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: Extension of time for project completion
Reason: COVID related delays for materials and scheduling of technicians.
Document Ref: NA
Requested by: Chino Valley USD
Change in Contract Sum: 0
Time Extension: 13 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:


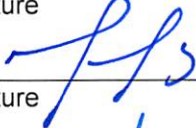
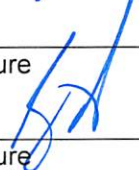
ITEM
NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was: _____ \$23,166.75 ↙
Previously approved change order amount(s): _____ \$0.00 ↙
The contract amount will be **increased**/decreased by this Change Order: _____ \$0.00 ↙
The new contract amount including this change order will be: _____ \$23,166.75 ↙

The original contract completion date: _____ 3/20/2021
The contract time will be increased/decreased by days: _____ 13
The date of completion as a result of this Change Order is: _____ 4/2/2021

APPROVED BY:

NA Contractor	Signature	Date
NA DSA Inspector of Record (if applicable)	Signature	Date
NA Architect / Engineer (if applicable)	Signature	Date
NA Construction/Project Manager	Signature	Date
NA Authorized Department Head (if applicable)	Signature	Date
NA Director, Technology (if applicable)	Signature	Date
Carlos Camarena CVUSD Project Manager	 Signature	6/4/2021 Date
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	 Signature	6/4/21 Date
NA Director, Planning (if applicable)	Signature	Date
Greg Stachura Owner (Authorized Agent)	 Signature	6/8/21 Date



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

CHANGE ORDER

Date: June 25, 2021 BID/ CUPCAA #: CC2021-38 Change Order #: 01
Project Title: Eagle Canyon Fire Alarm System Upgrade
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: NA
Architect: NA Contractor: Time & Alarm Systems

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: Replacement of non-functioning fire alarm power booster panel in portable.
Reason: Fire alarm power booster was found to be non-operational.
Document Ref: Quotation/work order project: Eagle Canyon ES
Requested by: Chino Valley USD
Change in Contract Sum: \$908.85
Time Extension: 0

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:




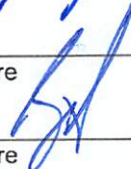
ITEM NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was: _____ \$52,970.00 ↗
 Previously approved change order amount(s): _____ \$0.00
 The contract amount will be **increased/decreased** by this Change Order: _____ \$908.85 ↗
 The new contract amount including this change order will be: _____ \$53,878.85 ↗

The original contract completion date: _____ 6/20/2021
 The contract time will be increased/decreased by days: _____ 0 days
 The date of completion as a result of this Change Order is: _____ 6/20/2021

APPROVED BY:

<u>ANNA THOMPSON, SALES DIRECTOR</u> Contractor (Time & Alarm Systems)	 Signature	<u>6/28/21</u> Date
<u>NA</u> DSA Inspector of Record (if applicable)	Signature	Date
<u>NA</u> Architect / Engineer (if applicable)	Signature	Date
<u>NA</u> Construction/Project Manager	Signature	Date
<u>NA</u> Authorized Department Head (if applicable)	Signature	Date
<u>NA</u> Director, Technology (if applicable)	Signature	Date
<u>Carlos Camarena</u> CVUSD Project Manager	 Signature	<u>6/28/2021</u> Date
<u>Martin Silveira</u> Director, Maintenance, Operations & Construction (if applicable)	 Signature	<u>6/28/2021</u> Date
<u>NA</u> Director, Planning (if applicable)	Signature	Date
<u>Greg Stachura</u> Owner (Authorized Agent)	 Signature	<u>6/28/21</u> Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 20-21-09F, CHINO HS RECONSTRUCTION – OFFSITE IMPROVEMENTS

=====

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 20-21-09F, Chino HS Reconstruction – Offsite Improvements was published in the Inland Valley Daily Bulletin on February 11, 2021, and February 18, 2021. Bids were submitted at 1:00 p.m. on April 20, 2021. The results are as follows:

Bid Package	# of Bids Received	Low Bidder	Bid Amount
BP 1 – Survey, Asphalt, Striping, and Signage	1	Moreno Valley Construction dba M.V.C Enterprises, Inc.	\$1,670,000.00
BP 2 – Site Concrete	7	RC Construction Services, Inc.	\$1,223,000.00

The basic scope of work for this project includes offsite improvements at Chino HS for sewer line, street lighting, storm drain, fire services, and street improvements.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 20-21-09F, Chino HS Reconstruction – Offsite Improvements to Moreno Valley Construction dba M.V.C. Enterprises, Inc., and RC Construction Services, Inc.

FISCAL IMPACT

\$2,893,000.00 to Building Fund 21.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 20-21-16F, DISTRICT WHITE FLEET SECURITY VEHICLES

=====

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 \$96,700 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 20-21-16F, District White Fleet Security Vehicles was published in the Inland Valley Daily Bulletin on May 26, 2021, and June 2, 2021. Bids were opened at 10:00 a.m. on June 10, 2021. The results are as follows:

Contractor	2 Each Chevrolet Traverse
Penske Chevrolet	\$61,088.10
MK Smith Chevrolet	\$62,495.00

The basic scope of work for this project includes replacement vehicles for aging Security 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 20-21-16F, District White Fleet Security Vehicles to Penske Chevrolet, Cerritos.

FISCAL IMPACT

\$61,088.10 to General Fund 01.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 21-22-01F, DISTRICT-WIDE ASPHALT REPAIRS

=====

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 21-22-01F, District-Wide Asphalt Repairs was published in the Inland Valley Daily Bulletin on June 2, 2021, and June 9, 2021. Bids were submitted on June 25, 2021 at 1:00 p.m. The results are as follows:

Contractor	Bid Amount
Premier Paving Inc.	\$1,357,000.00
Universal Asphalt Co. Inc.	\$1,625,000.00
Pave West, Inc.	\$1,675,000.00
Superior Paving Company Inc. dba United Paving Co.	\$1,696,968.00
NPG, Inc.	\$1,766,176.00
E.C. Construction	\$1,889,984.00
Asphalt, Fabric and Engineering, Inc.	\$2,276,529.00

The basic scope of work for this project includes asphalt repairs at nine school sites.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 21-22-01F, District-Wide Asphalt Repairs to Premier Paving, Inc.

FISCAL IMPACT

\$1,357,000.00 to Deferred Maintenance Fund 14.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 21-22-02F, TOWNSEND JHS SLOPE RENOVATION - LANDSCAPING

=====

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 21-22-02F, Townsend JHS Slope Renovation - Landscaping was published in the Inland Valley Daily Bulletin on June 2, 2021, and June 9, 2021. Bids were submitted on June 28, 2021 at 1:00 p.m. The results are as follows:

Contractor	Bid Amount
Conserve LandCare	\$1,390,300.00
Mariposa Landscapes Inc.	\$1,476,671.00
RCB and Sons, Inc. Landscape Contractor	\$1,705,000.00
Southern California Landscape, Inc.	\$1,834,000.00
KASA Construction	\$3,169,000.00

The basic scope of work for this project includes grading and planting of landscape materials, and irrigation on Townsend JHS Slope.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 21-22-02F, Townsend JHS Slope Renovation - Landscaping to Conserve LandCare.

FISCAL IMPACT

\$1,390,300.00 to General Fund 01.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 1)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 1) to Integrated Demolition and Remediation, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$519,000.00	(\$14,590.00)	\$504,410.00	\$25,220.50

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 1).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 2)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 2) to Spec Construction Co., Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$478,500.00	(\$62,721.00)	\$415,779.00	\$20, 788.95

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 2).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 3)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 3) to Abdellatif Enterprises, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$458,000.00	(\$24,773.00)	\$433,227.00	\$21,661.35

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 3).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 4)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 4) to Caston, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$685,585.00	(\$32,377.44)	\$653,207.56	\$32,660.38

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 4).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 5)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 5) to San Marino Roof Company, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$872,169.00	(\$30,000.00)	\$842,169.00	\$42,108.45

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 5).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 6)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 6) to PGC Construction, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$161,500.00	(\$10,000.00)	\$151,500.00	\$7,575.00

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 6).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 7)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 7) to Floored Tile and Stone. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$142,000.00	(\$117.17)	\$141,882.83	\$7,094.14

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 7).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 8)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 8) to CG Acoustics, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$249,405.00	(\$11,193.56)	\$238,211.44	\$11,910.57

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 8).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 9)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 9) to Cramer Painting, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$149,200.00	(\$15,541.00)	\$133,659.00	\$6,682.95

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 9).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 10)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 10) to AJ Fistes, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$605,700.00	(\$52,866.14)	\$552,833.86	\$27,641.69

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 10).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 11)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 11) to K & Z Cabinet Company, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$465,210.00	(\$24,147.00)	\$441,063.00	\$22,053.15

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 11).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 12)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 12) to Continental Flooring, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$187,721.00	(\$2,079.26)	\$185,641.74	\$9,282.09

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 12).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 13)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 13) to JG Tate Fire Protection Services, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$54,321.00	(\$4,842.94)	\$49,478.06	\$2,473.90

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 13).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 14)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 14) to Verne’s Plumbing, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$602,800.00	N/A	\$602,800.00	\$30,140.00

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 14).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 15)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 15) to Franklin Mechanical, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$750,500.00	(\$12,499.21)	\$738,000.79	\$36,900.04

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 15).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 19-20-29F, AYALA HS ALTERATIONS PHASE 2 – BUILDINGS B, F, AND H (BP 16)

=====

BACKGROUND

On April 16, 2020, the Board of Education awarded Bid 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 16) to RDM Electric Company, Inc. All contracted work was completed on April 1, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$3,548,000.00	(\$7,747.74)	\$3,540,252.26	\$177,012.61

Documentation indicating satisfactory completion and compliance with specification and Division of the State Architect (DSA) requirements has been obtained from the following individuals: Ken Burr, DSA Inspector of Record; Jim DiCamilo, Architect/Engineer; Trevor Perry, Construction/Project Manager; Sam Sousa Construction Coordinator, and Beverly Beemer, Director, Planning.

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 19-20-29F, Ayala HS Alterations Phase 2 – Buildings B, F, and H (BP 16).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

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 BID 20-21-07F, ALTERNATIVE EDUCATION CENTER AND DON LUGO HS ASPHALT REPLACEMENT

=====

BACKGROUND

On December 17, 2020, the Board of Education awarded Bid 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement to Premier Paving, Inc. All contracted work was completed on June 22, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
\$702,600.00	N/A	\$702,600.00	\$35,130.00

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: 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 20-21-07F, Alternative Education Center and Don Lugo HS Asphalt Replacement.

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

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

NE:RR:IB:ED:mcm

CERTIFICATED PERSONNEL

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

CERTIFICATED MANAGEMENT PERSONNEL FOR THE 2021/2022 SCHOOL YEAR**RESIGNATION**

BENANE, Tami	Assistant Principal – HS	Chino Hills HS	06/30/2021
ACEYTUNO, Elizabeth	Program Specialist	Special Education	06/30/2021
MORA, Ryan	Program Specialist	Special Education	07/09/2021

REVISION TO RETIREMENT DATE

FROMDAHL, Julie	Assistant Principal – JHS	Townsend JHS	07/01/2021
-----------------	---------------------------	--------------	------------

PLACED ON THE 39 MONTH REHIRE LIST

GONZALEZ, Joseph	Assistant Principal – HS	Don Lugo HS	06/14/2021
------------------	--------------------------	-------------	------------

CHANGE IN ASSIGNMENT – 2021-2022

RUMMELL, Thomas	FROM: Principal – ES TO: Elementary Teacher	Wickman ES Rolling Ridge ES	07/01/2021
-----------------	--	--------------------------------	------------

HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR

LOMANSNEY, Emily	Elementary Teacher	Country Springs ES	07/30/2021
GONZALEZ, Andrea	Intervention Teacher	Dickson ES	07/30/2021
MARTINEZ, Bryan	Elementary Teacher	Dickson ES	07/30/2021
SAMSON, Sophie	Elementary Teacher	Dickson ES	07/30/2021
YANEZ, Sarah	Elementary Teacher	Dickson ES	07/30/2021
IRVINE, Tiffany	Elementary Teacher	Eagle Canyon ES	07/30/2021
MEAGHER, Sydney	Elementary Teacher	Eagle Canyon ES	07/30/2021
TORRES, Sarah	Elementary Teacher	Eagle Canyon ES	07/30/2021
CASTILLO, Erica	Elementary Teacher	Marshall ES	07/30/2021
MOET, Camille	Elementary Teacher	Marshall ES	07/30/2021
VASQUEZ, Denise	Elementary Teacher	Oak Ridge ES	07/30/2021
NORITAKE, Adam	Elementary Teacher	Rhodes ES	07/30/2021
RAMIREZ, Christina	Elementary Teacher	Rolling Ridge ES	07/30/2021
WEIK, Sarah	Elementary Teacher	Briggs K-8	07/30/2021
DIECKHOFF, Melissa	Elementary Teacher	Cal Aero K-8	07/01/2021
DIZON, Julianne	Elementary Teacher	Cal Aero K-8	07/01/2021
HALL, Megan	Elementary Teacher	Cal Aero K-8	07/01/2021
JACKSON, John	Elementary Teacher	Cal Aero K-8	07/01/2021
KIM, Elisha	Elementary Teacher	Cal Aero K-8	07/02/2021
WANG, Julia	Elementary Teacher	Cal Aero K-8	07/01/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR</u> (cont.)			
JARA, Jaime	Special Education Teacher	Ramona JHS	07/30/2021
PHONG, Teresa	Biology/Chemistry Teacher	Ayala HS	07/30/2021
ARIAS, Brenda	Chemistry Teacher	Chino Hills HS	07/30/2021
WALLACE, Richard	Art Teacher	Chino Hills HS	07/30/2021
MENDOZA, Alejandra	Instructional Coach	Access & Equity	07/30/2021
GALVAN, Nazareth	English Teacher	Alternative Education	07/30/2021
BACANI, Marlene	School Nurse	Health Services	07/30/2021
LITTLEFIELD, Karen	Child Development Teacher	Health Services	08/09/2021
RAMOS, Rosa	Child Development Teacher	Health Services	08/09/2021
NORMAN, Kimberly	Instructional Coach	Secondary Curriculum	07/30/2021
DRAKE, Ludmila	Speech Lang. Pathologist	Special Education	07/30/2021
MARTIN, Amanda	School Psychologist	Special Education	08/02/2021
NUNEZ, Lauren	Speech Lang. Pathologist	Special Education	07/30/2021

RETIREMENT

WOODRUFF-YOUNG, Glenda (29 years of service)	Elementary Teacher	Cattle ES	06/01/2021
LARUE, Angelina (29 years of service)	Elementary Teacher	Country Springs ES	08/02/2021
DALY, Nanette (30 years of service)	Elementary Teacher	Eagle Canyon ES	06/07/2021
BERKE-HAND, Susan (32 years of service)	Elementary Teacher	Briggs K-8	08/01/2021
AVILA, Lawrence (34 years of service)	Social Science Teacher	Townsend JHS	07/01/2021
VAN VEEN, Shirley (14 years of service)	Special Education Teacher	Townsend JHS	06/21/2021
GREEN, Maria (23 years of service)	Social Science Teacher	Woodcrest JHS	06/01/2021
MATHIS, Janie (14 years of service)	Chemistry Teacher	Chino Hills HS	05/29/2021
SPRING, Joanne (22 years of service)	Adapted PE	Special Education	07/13/2021

RESIGNATION

FREGOZO, Erika	Elementary Teacher	Cattle ES	07/01/2021
SALAZAR, Mary	Elementary Teacher	Country Springs ES	06/04/2021
CHUNG, Liana	Elementary Teacher	Eagle Canyon ES	07/01/2021
EMERY, Sabrina	Special Education Teacher	Litel ES	06/25/2021
YOON, Cecilia	Elementary Teacher	Litel ES	06/30/2021
DELGADO, Salem	Elementary Teacher	Walnut ES	06/30/2021

CERTIFICATED PERSONNEL (cont.)

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
<u>RESIGNATION</u> (cont.)			
RICHARDS, Brittnie	Special Education Teacher	Ramona JHS	06/30/2021
HAYES, Denise	Special Education Teacher	Ayala HS	07/30/2021
PITTMAN, Anthony	Computer Teacher	Ayala HS	06/30/2021
VAN BUSKIRK, Kristine	Math Teacher	Ayala HS	06/30/2021
BOURNE, Lisette	Art Teacher	Chino Hills HS	07/12/2021
CHUNG, Yung	Chemistry Teacher	Chino Hills HS	06/30/2021
HOENISCH, Brogan	English Teacher	Chino Hills HS	06/04/2021
NADOLNY, Cynthia	Mathematics Teacher	Chino Hills HS	06/30/2021
HIGHSTREET, Eric	Social Science Teacher	Don Lugo HS	06/18/2021
HALVERSON, Taylor	Speech Lang. Pathologist	Special Education	06/30/2021
UKES, Kathleen	Speech Lang. Pathologist	Special Education	06/30/2021

APPOINTMENT – EXTRA DUTY

DURAN, Elliott (NBM)	Band (B)	Ayala HS	07/16/2021
HERNANDEZ, Matthew (NBM)	Band (B)	Ayala HS	07/16/2021
LY, Robert (NBM)	Band (B)	Ayala HS	07/16/2021
MORALES, Thomas (NBM)	Band (B)	Ayala HS	07/16/2021
WILLIAMS, Mako (NBM)	Band (B)	Ayala HS	07/16/2021
YE, Sean (NBM)	Band (B)	Ayala HS	07/16/2021
ALBA, Manuel (NBM)	Boys Basketball (B)	Chino HS	07/16/2021
GILLESPIE, Jeanean (NBM)	Cheer (B)	Chino HS	07/16/2021
GILLESPIE, Macey (NBM)	Cheer (B)	Chino HS	07/16/2021
HUTSON, Lauren (NBM)	Band (B)	Chino HS	07/16/2021
SANCHEZ, Ivan (NBM)	Band (B)	Chino HS	07/16/2021
BATEMAN, Michael (NBM)	Football (B)	Chino Hills HS	07/16/2021
CROCKER, Shyanne (NBM)	Band (B)	Chino Hills HS	07/16/2021
ELLIS, Katelin (NBM)	Volleyball (B)	Chino Hills HS	07/16/2021
JETT, Robert (NBM)	Band (B)	Chino Hills HS	07/16/2021
LEWIS, Benjamin (NBM)	Band (B)	Chino Hills HS	07/16/2021
SMITH, Bradley (NBM)	Football (B)	Chino Hills HS	07/16/2021
TRUONG, Kevin (NBM)	Band (B)	Chino Hills HS	07/16/2021
ASHFORD, Mark (NBM)	Football (B)	Don Lugo HS	07/16/2021
KIM, Jae	Football (B)	Don Lugo HS	07/16/2021
MACHUCA, Fabian	Boys Soccer (B)	Don Lugo HS	07/16/2021
PANATTONI, Jody (NBM)	Football (B)	Don Lugo HS	07/16/2021
PULLIAM, Scott (NBM)	Football (B)	Don Lugo HS	07/16/2021

CLASSIFIED PERSONNEL

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

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

CALIZ, Eden	IA/Special Education/SH (SELPA/GF)	Borba ES	08/09/2021
NERI, Xochitl	Bilingual Typist Clerk I-Spanish (C)	Newman ES	07/26/2021
CHENG, Irene	Bilingual Typist Clerk I-Mandarin (C)	Wickman ES	07/26/2021
WALKER, Yiselle	Playground Supervisor (GF)	Ramona JHS	08/09/2021
SANCHEZ, Tatyana	IA/Special Education/SH (SELPA/GF)	Don Lugo HS	08/09/2021
HERRERA, Laura	Personnel Clerk III (GF)	Human Resources	07/16/2021
DOMINGUEZ, Giovanni	Groundswoker I (GF)	Maintenance	07/16/2021

PROMOTION

LEON, Jennifer	FROM: Nutrition Services Asst. I (NS) 3 hrs./181 work days TO: Central Kitchen Asst. I (NS) 3 hrs./181 work days	Liberty ES Woodcrest JHS	08/06/2021
GRAVES, Wendy	FROM: School Secretary I (GF) 8 hrs./215 work days TO: Administrative Secretary I (GF) 8 hrs./261 contract days	Litel ES Secondary Curriculum	07/28/2021
DO, Kevin	FROM: Payroll Technician (GF) 8 hrs./261 contract days TO: Accountant II (GF) 8 hrs./261 contract days	Business Services Business Services	07/16/2021
GONZALES Jr., Steven	FROM: Warehouse Delivery Worker (GF) 8 hrs./261 contract days TO: Lead Storekeeper/Warehouse Delivery Worker (GF) 8 hrs./261 contract days	Purchasing Purchasing	07/16/2021
PARIS, Andre	FROM: Technology Technician (GF) 8 hrs./261 contract days TO: Network Support Technician (GF) 8 hrs./261 contract days	Technology Technology	07/16/2021

CLASSIFIED PERSONNEL (cont.)

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

CHANGE IN ASSIGNMENT

JARVIS, Shelly	FROM: Child Care Specialist (C) 5.65 hrs./180 work days TO: Child Care Specialist (C) 8.0 hrs./180 work days	Butterfield Ranch FC Rhodes FC	08/09/2021
JIMENEZ, Janice	FROM: Playground Supervisor (GF) 1.5 hrs./180 work days TO: Nutrition Services Asst. I (NS) 3.5 hrs./181 work days	Newman ES Walnut ES	08/06/2021
ALARCON, Yolanda	FROM: Nutrition Services Asst. II (NS) 2 hrs./181 work days TO: Nutrition Services Asst. II (NS) 3 hrs./181 work days	Chino Hills HS Chino Hills HS	08/06/2021
DUNN, Clara	FROM: IA/Special Education (SELPA/GF) 5 hrs./181 work days TO: IA/Special Education/SH (SELPA/GF) 6 hrs./181 work days	Don Lugo HS Don Lugo HS	08/09/2021

ADDITIONAL ASSIGNMENT

MARTIN, Martha	School Community Liaison/Bilingual-Spanish (C)	Cortez ES	08/09/2021
----------------	---	-----------	------------

RESIGNATION

OROSCO, Jessica	Playground Supervisor (GF)	Marshall ES	05/27/2021
RAMOS, Rosa	IA/Childhood Education (C) & Child Care Specialist (C)	Oak Ridge FC	08/06/2021
SNEATH, Kimberly	IA/Special Education (SELPA/GF)	Cal Aero K-8	06/21/2021
HOFFERBERT, Dianna	IA/Special Education/SH (SELPA/GF)	Ayala HS	06/03/2021
LUCERO, Ana	Registrar (GF)	Chino Hills HS	06/30/2021
SHEEDY, Jeffrey	WIA Employment Placement Specialist (WIA)	Alternative Education	07/16/2021

RETIREMENT

KAPLAN, Debbie (14 Years of Service)	IA/Special Education/SH (SELPA/GF)	Walnut ES	08/03/2021
GLICK, Jerry (29 Years of Service)	Grounds Equipment Operator III (GF)	Maintenance	09/14/2021
MACIAS, Randy (15 Years of Service)	Maintenance III/HVAC-R (GF)	Maintenance	10/01/2021

CLASSIFIED PERSONNEL (cont.)

APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022

ACEVES, Lorraine	CAUSEY, Amanda	CHAVEZ, Maria
EVANS, Justin	GARIBAY, Victoria	HENNESSEY, Harli
HERRERA, Alain	HERRERA, Susana	HIGUEROA, Susana
HOUDETSANAKIS, Andrea	HUERTA, Joseph	KALINOWSKI, Aubree
LANTER, Rebecca	MARTINEZ, Teresa	NUNEZ, Imelda
PACHECO, Delanie	SANTANA, Alejandra	SUAREZ, Aurelio

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: REVISION TO THE MCKINNEY VENTO GRANT PROGRAM
MANAGER JOB DESCRIPTION**

=====

BACKGROUND

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the revision of existing positions to support the District's mission of increased student achievement.

The job description for McKinney Vento Grant Program Manager is being revised to update the preference on the education and experience.

New language is provided in UPPER CASE while old language to be deleted is ~~lined through~~.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision to the McKinney Vento Grant Program Manager job description.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Position Description

TITLE: McKinney-Vento Grant Program Manager	REPORTS: Director Health Services/Child Development
DEPARTMENT: Health Services	CLASSIFICATION: Classified Management
FLSA: Exempt	WORK YEAR: 220
ISSUED: November 1, 2018	SALARY: Range 29A

BASIC FUNCTION:

Under the general direction of the Director of Health Services/Child Development, promotes McKinney-Vento homeless assistance rights and eligibility, advocates on behalf of homeless students, assists in connecting identified homeless students with supplemental support services to enhance educational achievement, collaborates with homeless service agencies and conducts training for District staff, parents, and community partners, case managers and interns for the District care and hope programs.

REPRESENTATIVE DUTIES:

Incumbent may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.

DISTINGUISHING CHARACTERISTICS:

The McKinney-Vento Grant Program Manager is responsible for the management, development and implementation of social services/interventions pertaining to the District homeless education program. The McKinney-Vento Grant Program Manager will oversee the supplemental support services provided to Chino Valley Unified School District children birth through 21; works closely with school District personnel to monitor and assess academic, social or emotional issues that affect homeless children and schools. The McKinney-Vento Grant Program Manager is responsible for the supervision and training of case managers that provide resources to at risk children from birth through 21.

E = Essential Functions

MINIMUM REQUIREMENTS:

1. Connects with the local education agency (LEA) homeless liaisons and interfaces with homeless youth and families to assess any barriers that may prevent a homeless student from attending school. **(E)**
2. Refers non-school age children (0-5) to early start, head start or other public preschool programs in the local community or within the district. **(E)**
3. Links youth to appropriate educational/vocational resources and programs in the LEA that support the youth's goals. **(E)**

4. Participates in care coordination meetings to provide District staff with updates on educational referrals and services rendered to youth and collaborate to determine what resources are needed to improve the educational and/or vocational outcomes of youth. **(E)**
5. Documents services and case management notes within a prescribed data information system. **(E)**
6. Provides training to District staff on educational rights to students per McKinney-Vento legislation. **(E)**
7. Attends meetings and conferences, which are job-related and approved by the District homeless education liaison. **(E)**
8. Administers the operations of the social work program for the District; develops, implements and monitors work plans to achieve goals and objectives; participates in developing, implementing and evaluating programs; and plans and processes the systems and procedures to achieve District goals. **(E)**
9. Provides high performance, customer service-oriented work environment which supports achieving District and site objectives and service expectations; designs and implements client satisfaction feedback systems.
10. Works in collaboration with multiple districts, city, county and private agencies in a school-based and school-linked integration model to direct and manage the delivery of counseling/social services to at-risk youth and their families. **(E)**
11. Supervises and trains case managers/interns; monitors and evaluates case managers' assessments, family goals and plans for referred students; and manages and directs crisis interventions. **(E)**
12. Oversees and directs counseling and case management activities for assigned school sites. **(E)**
13. Provides individual, group and family therapy services; conducts interviews, assessments and observations; participates in special assessments, individual therapy plans, and other meetings; refers students to other agencies; maintains log of incoming referrals, case openings and closings and case dispositions.
14. Other related duties as assigned by supervisor.

E = Essential Functions

EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:

A valid Licensed Clinical Social Worker (LCSW) by California Board of Behavioral Sciences is ~~required~~ **PREFERRED OR A MASTER'S DEGREE IN SOCIAL WORK, PSYCHOLOGY, COUNSELING, AND GUIDANCE OR RELATED FIELD.** Must possess a valid California driver license. Must have the ability to obtain and maintain insurability statues under the District's vehicle insurance policy.

Two (2) years post graduate experience in a social worker setting in a school or agency.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Theory, principles and practices of clinical social work; and
- Principles, practices, methods and protocols for interdisciplinary case management.

Ability to:

- Train and supervise staff;
- Assess eligibility for participation in counseling or case management program;
- Obtain sensitive and confidential information through personal interview;
- Interact effectively with parents and children of diverse backgrounds and experiences;
- Provide counsel on difficult, sensitive and confidential matters often involving issues that are emotionally upsetting; and
- Establish and maintain case records, files, reports and other materials.

WORKING CONDITIONS:

ENVIRONMENT:

- District office environment and school sites;
- Demanding timelines;
- Subject to driving to a variety of locations to conduct work during day and evening hours;
- Subject to frequent interruptions and extensive contact with students, staff, parents and the public; and
- Indoor and outdoor environment.

PHYSICAL DEMANDS:

- Bending at the waist, kneeling or crouching, and reaching to retrieve and maintain files and records;
- Reaching overhead, above the shoulders, and horizontally;
- Dexterity of hands and fingers to operate standard office equipment, computer keyboard, and other equipment necessary to complete the required duties;
- Hearing and speaking to exchange information in person and on the telephone;
- Visual ability to read, and to prepare/process documents and to monitor various services and personnel;
- Sitting for extended periods;
- Standing for extended periods;
- Walking over rough or uneven surfaces;
- Climbing, occasional use of stepladders; and
- Physical activity may be required, which could include moderate lifting.

HAZARDS:

- Extended viewing of computer monitor; and
- Working around and with office equipment having moving parts.

FUNDING:

Continuity of this position is based on continued availability of grant funding.

I have read the above position description and fully understand the requirements set forth therein. I hereby accept the position of McKinney-Vento Grant Program Manager and agree to abide by the requirements and duties set forth. I will perform all duties and responsibilities to the best of my ability.

(SIGNATURE OF EMPLOYEE)

(DATE)

In compliance with the Americans With Disabilities Act, the Chino Valley Unified School District will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the division of human resources.

Board approved: November 1, 2018
REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Ed.D., Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

**SUBJECT: MEMORANDUM OF UNDERSTANDING FOR TUITION DISCOUNT
WITH CALIFORNIA BAPTIST UNIVERSITY**

=====

BACKGROUND

The Chino Valley Unified School District has an opportunity to establish an agreement with California Baptist University to offer reduced tuition rates to current employees.

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

RECOMMENDATION

It is recommended the Board of Education approve the memorandum of understanding for tuition discount with California Baptist University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm

MEMORANDUM OF UNDERSTANDING

This AGREEMENT (hereinafter “Agreement”) is entered into the Sixteenth (16th) day of July 2021 by and between California Baptist University (hereinafter “University” or “CBU”) and Chino Valley Unified School District (“District”). CBU and District may be referred to individually as “Party” or collectively as “Parties.”

The purpose of this Agreement is to define how CBU will offer its courses at a reduced tuition rate to District employees and how District will provide opportunities to CBU to promote and recruit their employees subject to the terms and conditions of this Agreement.

The Parties Mutually Agree:

A. This Agreement is effective as of July 16, 2021 and shall terminate three (3) years from that date, unless previously terminated by either Party. The Parties may renew this Agreement upon mutual written consent. Any extension to or amendment of the terms of this Agreement shall be in writing and signed by both Parties.

B. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days’ written notice.

C. CBU shall waive application fees and offer a ten percent (10%) *tuition* scholarship to eligible District employees who attend classes online or at CBU’s main campus. CBU shall waive application fees and offer a thirty percent (30%) tuition scholarship to District employees who participate in a cohort hosted at a District facility or a fully online cohort. Participants in a cohort hosted at a District facility or in a fully online cohort must be enrolled in a minimum of twelve (12) units per semester at the undergraduate level or nine (9) units per semester at the graduate level to receive the thirty percent (30%) tuition scholarship. The tuition scholarship applies only to tuition, and no other fees (other than the application fee) will be discounted. The tuition discounts apply provided that student accounts remain current. The discounts and scholarship described herein are subject to the University’s scholarship policies and may not be applied to the University’s RN to BSN program or be combined with other institutional aid.

D. The scholarship and academic programs shall remain in place for students in good standing who maintain continuous enrollment, regardless of their employment status with District or the dissolution of the partnership between CBU and District. District employees currently or previously enrolled at CBU may not seek retroactive discounts or scholarships for tuition or fees paid prior to verification of their eligibility.

District employees who complete one degree at CBU and wish to pursue another must be re-verified by District as an eligible employee.

E. Students wishing to enroll at CBU will be required to apply for admission and be accepted in accordance with CBU’s existing admission requirements and processes. It is the *sole* responsibility of the District employee to notify CBU of their intent to request the application fee waiver and scholarship. Failure to do so *before the last day to add a class* will result in ineligibility.

F. CBU reserves the right to modify programs, price, offerings or curriculum at any time.

G. Employees of District may apply for Federal student loans the same as other students attending classes at CBU.

H. District will incur no financial obligation to CBU other than those it may voluntarily assume in connection with tuition reimbursement directly to the student(s). Students will otherwise be personally responsible to CBU for payment of fees and tuition.

I. Policies stated in the University Catalog and Student Handbook shall apply to District employees.

J. CBU shall defend, indemnify and hold District, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of CBU, its officers, agents or employees.

K. District shall defend, indemnify and hold CBU, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of District, its officers, agents or employees.

L. District shall provide opportunities for the University to market this tuition discount and related program offerings to their employees via emails, posters, brochures, information sessions, staff meetings, and other opportunities deemed appropriate. District is not responsible for guaranteeing that a certain number of employees avail themselves of this opportunity.

M. Miscellaneous Provisions

1. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.

2. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

3. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

**CHINO VALLEY UNIFIED SCHOOL
DISTRICT CONTACT
INFORMATION:**

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 92510
Attn: Richard Rideout
Assistant Superintendent, Human
Resources
Tel: (909) 628-1201 ext. 1111
Email: Richard_Rideout@chino.k12.ca.us

CBU CONTACT INFORMATION:


California Baptist University
10370 Hemet Street
Riverside, CA 92503
Attn: Merritt Robinson
Dean of Enrollment Services
Tel: (951) 343-3912
Email: merobinson@calbaptist.edu

4. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

5. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.

6. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

<p>CHINO VALLEY UNIFIED SCHOOL DISTRICT</p> <p>By _____ Richard Rideout, Assistant Superintendent, Human Resources</p>	<p>CALIFORNIA BAPTIST UNIVERSITY</p> <p>By  _____ Mark Howe, Vice President for Finance and Administration</p>
--	--

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: 2020/2021 SECOND SEMESTER STUDENT EXPULSION REPORT

=====

BACKGROUND

In order to provide the Board of Education with regular and summative expulsion information, an expulsion report will be presented on a semester basis. This report will indicate the number of students recommended for expulsion, the offense, and the disposition of each case. During second semester 2020/2021, 1 student was recommended for expulsion. Of those recommendations, 1 signed an Abeyance of Expulsion*.

In accordance with Board Policy 5144.1, policies and standards of behavior consistent with the Education Code are established in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to expel a student from regular classroom instruction.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave or serious nature, expulsion is used only when there is a history of misconduct, when other means of correction, including other forms of discipline such as suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

In compliance with established Board policies and standards, the District makes removal of potentially dangerous students from the classroom a top priority, ensures fair and equal treatment of all students, and requires that instances of offenses be addressed according to Board policies and to the fullest extent allowed by law. The Education Code mandates recommendations for expulsion in a number of instances, with discretion to actually

impose expulsion vested in the final decision of the District's Board of Education after an evidentiary hearing has been held before a District expulsion hearing panel.

Before the expulsion process starts, site administration shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy and administrative regulation as cause for suspension or expulsion.

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 2020/2021 Second Semester Student Expulsion Report.

FISCAL IMPACT

None.

NE:LF:SJ:ss

*An Abeyance of Expulsion is a suspension of the expulsion process whereby the student is allowed to return to school with a specified behavior contract. Should the student violate the Abeyance Agreement, the school may make a request to move forward with the expulsion recommendation.

Expulsion Hearing Administrative Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900(a)(1)	Caused, attempted to cause, or threatened to cause physical injury.										
48900(a)(2)	Willfully used force or violence upon another person, except in self-defense.										
48900(b)	Possessed, sold, or furnished a firearm, knife, explosive, or other dangerous object.										
48900(c)	Possessed, used, sold, or furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.									1	
48900(d)	Offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.										
48900(e)	Committed or attempted to commit robbery or extortion.										
48900(f)	Caused or attempted to cause damage to school property or private property.										
48900(g)	Stole, or attempted to steal, school property or private property.										
48900(h)	Possessed or used tobacco, or products containing tobacco or nicotine products.										
48900(i)	Committed an obscene act or engaged in profanity or vulgarity.										
48900(j)	Possessed or offered, arranged, or negotiated to sell drug paraphernalia.										
48900(k)(1)	Disrupted school activities or willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel.										
48900(l)	Knowingly received stolen school property or private property.										
48900(m)	Possessed an imitation firearm.										
48900(n)	Committed or attempted to commit a sexual assault or committed a sexual battery.										
48900(o)	Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.										
48900(p)	Offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.										
48900(q)	Engaged in, or attempted to engage in, hazing.										
48900(r)	Engaged in an act of bullying.										
48900(t)	A pupil who aids or abets, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion.										
48900.2	Committed sexual harassment. (Applicable to grades 4-12, only.)										
48900.3	Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. (Applicable to grades 4-12, only.)										

Expulsion Hearing Administrative Each expelled pupil is ordered to complete a plan of rehabilitation prior to application for readmission.		Full Expulsion	Suspended Enforcement	Time Frame				Program Referral		Revocation of Recommendation	
				1 semester	2 semesters	Split Semesters	1 Year	District	County	School Site Principal	Expulsion Hearing Panel or Board Decision
48900.4	Intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils by creating an intimidating or hostile educational environment. (Applicable to grades 4-12, only.)										
48900.7	Made terroristic threats against school officials and/or school property.										
48915(a)(1)(A)	Causing serious physical injury to another person, except in self-defense.										
48915(a)(1)(B)	Possession of any knife or other dangerous object of no reasonable use to the pupil.										
48915(a)(1)(C)	Unlawful possession of any controlled substance except for one of the following: (i) The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis. (ii) The possession of over the counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.										
48915(a)(1)(D)	Robbery or extortion.										
48915(a)(1)(E)	Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another. A battery is any willful and unlawful use of force or violence upon the person of another.										
48915(c)(1)	The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds: (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory, but it is an offense for which suspension, or expulsion may be imposed.										
48915(c)(2)	Brandishing a knife at another person.										
48915(c)(3)	Selling a controlled substance.										
48915(c)(4)	Committing or attempting to commit a sexual assault or committing sexual battery as defined in subdivision (n) of Section 48900.										
48915(c)(5)	Possession of an explosive.										
TOTALS		0	0	0	0	0	0	0	0	1	0

Total Expulsions 0
 Total Revocations 0
Total Abeyances 1

Total Expulsion Recommendations: 1

Chino Valley Unified School District

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Lea Fellows, Assistant Superintendent, Curriculum, Instruction, Innovation, and Support
SUBJECT: **WILLIAMS SETTLEMENT LEGISLATION QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY FOR APRIL THROUGH JUNE 2021**

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April through June 2021.

FISCAL IMPACT

None.

NE:LF:gks

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

District Name: Chino Valley Unified School District

Quarter covered by this report: April 2021 – June 2021

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

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

Submitted by: Lea Fellows

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Gregory J. Stachura, Assistant Superintendent, Facilities, Planning,
and Operations
**SUBJECT: ANNUAL REPORT PER BOARD POLICY 3470 DEBT ISSUANCE
AND MANAGEMENT**

=====

BACKGROUND

Senate Bill 1029, which went into effect in 2017, requires local California governmental agencies to establish local debt policies and reporting requirements. In compliance with this legislation, the Board of Education adopted Board Policy 3470 Debt Issuance and Management. Per BP 3470, “the Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, credit agency ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.”

The following report was prepared by the District’s consultant, Keygent Advisors, LLC., on debt issuance and management.

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

RECOMMENDATION

It is recommended that the Board of Education receive for information the annual report required per Board Policy 3470 Debt Issuance and Management.

FISCAL IMPACT

None.

NE:SC:GJS:pw



The purpose of this document is to provide the annual report required under Board Policy 3470 (Debt Issuance and Management). The policy states the following:

“The Superintendent or designee shall annually report to the Board regarding debts issued by the District, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the District's bonds, market update and refunding opportunities, new development for California bond financings, and the District's compliance with post-issuance requirements.”

Debts Issued by the District

The District has the following debt outstanding:

General Obligation Bonds				
Issuance	Issuance Date	Maturity Date	Issuance Amount	Principal Outstanding June 1, 2021
General Obligation Refunding Bonds 2002 Election, 2011 Series A	7/13/2011	8/1/2026	\$ 33,510,000	\$ 2,420,000
General Obligation Refunding Bonds 2002 Election, 2012 Series A	9/27/2012	8/1/2027	27,130,000	12,785,000
2014 General Obligation Refunding Bonds	8/7/2014	8/1/2030	22,425,000	21,935,000
General Obligation Bonds Election of 2016, Series 2017A	5/11/2017	8/1/2055	208,000,000	186,995,000
2017 General Obligation Refunding Bonds	5/11/2017	8/1/2031	54,555,000	53,725,000
General Obligation Bonds Election of 2016, Series 2020B	4/29/2020	8/1/2055	258,000,000	258,000,000
2020 General Obligation Refunding Bonds	4/29/2020	8/1/2026	21,760,000	21,370,000
Total			\$ 625,380,000	\$ 557,230,000

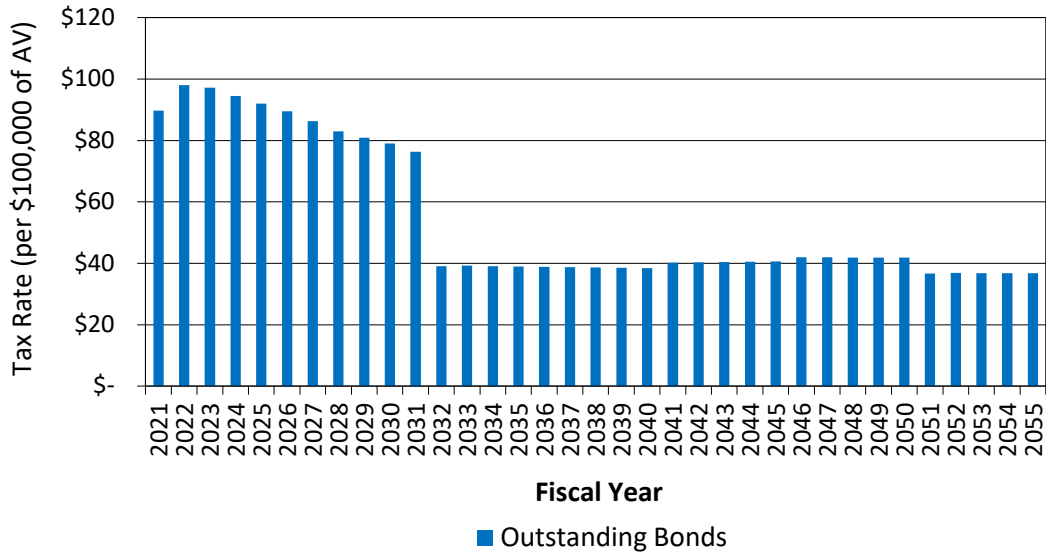
Actual & Projected Tax Rates

The District’s bond tax rate for the 2020-21 fiscal year was 0.0897% or \$89.70 per \$100,000 of assessed valuation.

The District’s projected tax rates are shown below. They are based on the following assumptions:

- Annual assessed value growth rate of 4.5%
- 8% secured and unsecured tax delinquency per San Bernardino County Auditor-Controller
- No supplemental tax collections (which typically lower the annual tax rate)

Projected Tax Rates



Bonding Capacity

Bonding capacity is a statutory limit on the amount of general obligation bonds that can be issued at any given time. The District is also limited by the amount of bond authorization approved by voters. Bonding capacity is based on:

- Current assessed value multiplied by 2.50% statutory debt limit factor
- Less: outstanding general obligation bonds

Estimated Current Bonding Capacity ⁽¹⁾

2020-21 Total AV	\$ 31,159,265,514
Statutory Debt Limit Factor	x 2.50%
Bonding Capacity	<u>778,981,638</u>
Outstanding General Obligation Bonds	(557,230,000)
Available Bonding Capacity	\$ 221,751,638

⁽¹⁾ Subject to confirmation by the County Auditor-Controller.

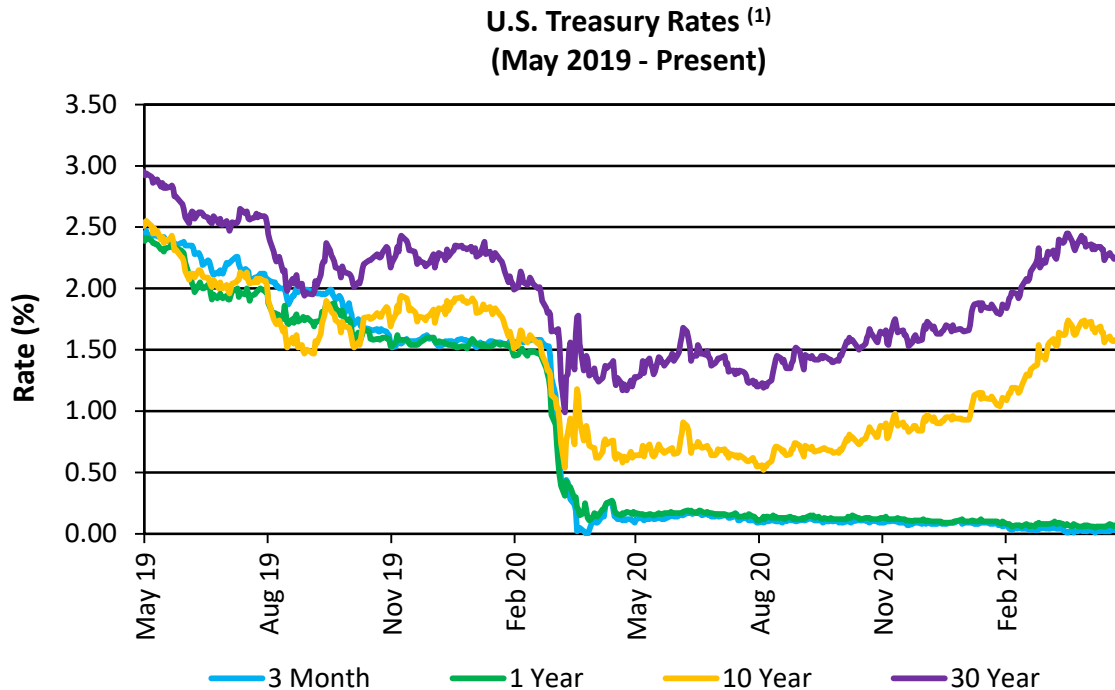
District Credit Ratings

The three major credit rating agencies are Moody's, Standard & Poor's, and Fitch. Districts are rated on (1) local economy/tax base, (2) district finances, (3) district debt/pension obligations and (4) district management. Based on that information, districts are assigned a rating in accordance with the respective rating scale. The District's current bond ratings are 'Aa2' from Moody's (as of March 20, 2020) and 'AA-' from Standard & Poor's (as of March 25, 2021). The District does not have a Fitch rating.

	Moody's	Standard & Poor's	Fitch	Rating Description
Investment grade	Aaa	AAA	AAA	Prime
	Aa1	AA+	AA+	High grade
	Aa2	AA	AA	
	Aa3	AA-	AA-	
	A1	A+	A+	Upper medium grade
	A2	A	A	
	A3	A-	A-	
	Baa1	BBB+	BBB+	Lower medium grade
	Baa2	BBB	BBB	
	Baa3	BBB-	BBB-	
Non-investment grade	Ba1	BB+	BB+	Speculative
	Ba2	BB	BB	
	Ba3	BB-	BB-	
	B1	B+	B+	Highly speculative
	B2	B	B	
	B3	B-	B-	
	Caa1 & below	CCC+ & below	CCC & below	Extremely speculative/ Default

Market Update

As shown below, U.S. Treasury rates have experienced significant declines and have reached historic lows because of COVID-19. Interest rates have risen in recent weeks as a result of positive sentiment surrounding vaccination distribution and potential inflation resulting from economic reopening and additional stimulus.



⁽¹⁾ Source: U.S. Department of the Treasury.

Refunding Opportunities

The District's General Obligation Refunding Bonds 2002 Election, 2012 Series A and 2014 General Obligation Refunding Bonds can potentially be refinanced and yield savings for District taxpayers. The estimated present value savings are currently above the industry benchmark of 3%. The refinancing opportunity will continue to be monitored.

New Developments for California Bond Financings

Moody's Rating Methodology Adjustment

Moody's Investors Service updated their rating methodology in January 2021. They now assign an issuer rating to school districts in addition to and separate from the bond rating. The issuer rating is most commonly one notch below the bond rating because general obligation bonds have the security benefit of unlimited tax for repayment. Moody's also adjusted their rating criteria by lowering the emphasis placed on management and increasing the emphasis placed on debt and pension obligations. This adjustment only affects K-12 issuers carrying a Moody's credit rating.

Potential Reintroduction of Tax-Exempt Advanced Refundings and Federally-Subsidized Financings

The proposed Investing in Our Communities Act would reinstate issuers' ability to advance refund debt with tax-exempt bonds. The Tax Cuts and Jobs Act of 2017 previously eliminated this option. The bill also proposes the reprisal of federally-subsidized funding. While this legislation is not currently in effect, it has the potential to be adopted before the end of the calendar year.

District's Compliance with Post-Issuance Requirements

The District has monitored its compliance with post-issuance requirements, including:

- Assign responsible personnel of the District to monitor and ensure compliance with the restrictions contained in each issuance's tax certificate
- Provide adequate training to responsible District personnel to monitor compliance
- Establish adequate record retention and calendaring mechanisms internally to ensure that the District will be able to establish post issuance compliance
- Maintain records detailing the investment and expenditures of financing proceeds
- Seek expert advice regarding compliance with the arbitrage rebate and yield restriction provisions
- Carefully monitor and calendar the dates by which financing proceeds should be expended to comply with yield restriction and rebate exceptions and the dates rebate must be paid, if applicable
- Monitor use and retain contracts related to the use of the projects financed by the issuances throughout the term of the financings
- Regularly consult with bond counsel and other District advisors regarding any issues that arise regarding post issuance compliance

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: July 15, 2021
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 7211 FACILITIES – DEVELOPER FEES

=====

BACKGROUND

Board policies, administrative regulations, and bylaws are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice.

Administrative Regulation 7211 Facilities - Developer Fees is being revised to delete Board responsibilities pertaining to the imposition of developer fees, now addressed in the Board Policy, and to require the Superintendent or designee to provide specified information regarding capital facilities accounts to the Board as well as the public.

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 Administrative Regulation 7211 Facilities - Developer Fees.

FISCAL IMPACT

None.

NE:GJS:pw

DEVELOPER FEES

The Board of Education may levy three different levels of developer fees. (Government Code 65995)

Level 1 Funding: Residential, Commercial and Industrial Construction

~~The Board of Education may impose a fee as a condition of approval of a development project.~~ Developer fee rates are set by the State Allocation Board, and may be increased every two years. Before taking action to establish, increase or impose developer fees, the Board of Education shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put;
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed;
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed; and
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed.

Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on or before April 1 of each year. The District may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006);

DEVELOPER FEES (cont.)

2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001; and
3. The District's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. THAT The fees are to reimburse the District for previous expenditures;
 - b. THAT The fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the District has adopted a proposed construction schedule or plan.

Level 2 Funding: Residential Construction

~~The Board of Education may impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995.~~ In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible;
2. Conduct and adopt a school facility needs analysis (~~SFNA~~) pursuant to Government Code 65995.6; and
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D). (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

At least 45 days prior to completion of the SCHOOL FACILITY NEEDS ANALYSIS, ~~SFNA~~, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the District. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the SCHOOL FACILITY NEEDS ANALYSIS ~~SFNA~~ by resolution at a public hearing. (Government Code 65995.6)

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

DEVELOPER FEES (cont.)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the District. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the District's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The District may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The SCHOOL FACILITY NEEDS ANALYSIS ~~SNFA~~ may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the SCHOOL FACILITIES NEED ANALYSIS ~~SNFA~~. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. ~~After one year, the District must repeat the adoption process.~~ (Government Code 65995.6)

Level 3 Funding: Residential Construction

~~The Board of Education may levy a still higher fee on residential construction (Level 3 funding) upon a determination by the State Allocation Board that state funds are no longer available.~~ When Level 3 fees are authorized by law and the District qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice And Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

Additional Requirements for All Developer Funding Fees

The District shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

DEVELOPER FEES (cont.)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the District has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and the interest earned;
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete public improvement;

DEVELOPER FEES (cont.)

7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f).

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. The District may establish a reasonable annual charge, based on estimated cost, for sending this notice. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put;
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified; and
4. Designate the approximate dates on which the funding referred to in item 3 is expected to be deposited into the appropriate account or fund.

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the District shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

~~A developer may protest the imposition of any developer fees listed above.~~ Developers of residential, commercial and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

DEVELOPER FEES (cont.)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest; and
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest.
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Chino Valley Unified School District
Regulation Approved: September 18, 2008
REVISED: