



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

September 17, 2020

BOARD OF EDUCATION

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

Justin Rendon, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
5130 Riverside Drive, Chino, CA 91710
REGULAR MEETING OF THE BOARD OF EDUCATION
4:40 p.m. - Closed Session • 6:00 p.m. - Regular Meeting
September 17, 2020

AGENDA

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

PUBLIC ADVISORY

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

As such, for the public to view a live stream of the September 17 Board meeting, please visit the YouTube channel for Chino Valley Unified School District Board videos @ https://www.youtube.com/channel/UCWKinB4PTb_uskobmwBF8pw

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

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

To give staff adequate time to process comments for consideration, please email your comments between 12:00 p.m. and 2:00 p.m. on Thursday, September 17, 2020. Comments will be shared via email with the Board of Education prior to the meeting. Only comments received by the designated timeframe on Thursday, September 17 and in accordance with Board Bylaw 9323—Meeting Conduct, will be read into the record.

The proceedings of this meeting are being recorded.

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:40 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Chidester, Margaret A. & Associates) (15 minutes)
- b. 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) (20 minutes)
- c. Public Employee Discipline/Dismissal/Release (Government Code 54957): (10 minutes)
- d. Public Employee Appointment (Government Code 54957): High School Assistant Principals (5 minutes)
- e. Public Employee Performance Evaluation (Government Code 54957): Superintendent. (30 minutes)

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

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

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

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

I.F. CHANGES AND DELETIONS

II. ACTION

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

II.A.1. Learning Continuity and Attendance Plan

Page 7

Recommend the Board of Education adopt the Learning Continuity and Attendance Plan.

Motion ___ Second ___

Preferential Vote: ___

Vote: Yes ___ No ___

III. CONSENT

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

III.A. ADMINISTRATION

III.A.1. Minutes of the September 3, 2020 Regular Meeting

Page 8 Recommend the Board of Education approve the minutes of the September 3, 2020 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 14 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

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

Page 15 Recommend the Board of Education approve/ratify the 2020/2021 applications to operate fundraising activities and other activities for the benefit of students.

III.B.3. Fundraising Activities

Page 17 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.4. Donations

Page 20 Recommend the Board of Education accept the donations.

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

III.C.1. Memorandum of Understanding Between Baldy View Regional Occupational Program and Chino Valley Unified School District

Page 22 Recommend the Board of Education approve the Memorandum of Understanding between Baldy View Regional Occupational Program and Chino Valley Unified School District.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 25 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 26 Recommend the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

- III.D.3. Surplus/Obsolete Property**
Page 30 Recommend the Board of Education declare the District property surplus/obsolete and authorize staff to sell/dispose of said property.
- III.D.4. Resolution 2020/2021-12 Authorizing the Lease of Production Press Equipment and Related Services and Approval of Xerox Financial Services, LLC Equipment Lease and Maintenance Agreement**
Page 34 Recommend the Board of Education adopt Resolution 2020/2021-12 Authorizing the Lease of Production Press Equipment and Related Services and Approval of Xerox Financial Services, LLC Equipment Lease and Maintenance Agreement.
- III.D.5. Bid 20-21-02F, Chino HS Reconstruction Phase 2—Flooring Rebid**
Page 45 Recommend the Board of Education award Bid 20-21-02F, Chino HS Reconstruction Phase 2—Flooring Rebid to Continental Flooring Inc.
- III.D.6. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 01)**
Page 46 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 01).
- III.D.7. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 02)**
Page 49 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 02).
- III.D.8. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 05)**
Page 52 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 05).
- III.D.9. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 08)**
Page 55 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 08).
- III.D.10. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 10)**
Page 58 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 10).
- III.D.11. Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 18)**
Page 61 Recommend the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 18).

III.D.12. Change Order and Notice of Completion for Bid 19-20-19F, Chino Hills HS Administrative Office Reconstruction

Page 64

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-19F, Chino Hills HS Administrative Office Reconstruction.

III.D.13. Change Order and Notice of Completion for Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations

Page 68

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations.

III.D.14. Notice of Completion for CUPCCAA Projects

Page 73

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

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 75

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

III.E.2. Student Teaching Agreement with California Baptist University

Page 79

Recommend the Board of Education approve the student teaching agreement with California Baptist University.

III.E.3. Student Internship Agreement with the University of Phoenix

Page 96

Recommend the Board of Education approve the student Internship Agreement with the University of Phoenix.

IV. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

V. ADJOURNMENT

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
SUBJECT: LEARNING CONTINUITY AND ATTENDANCE PLAN

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BACKGROUND

The Learning Continuity and Attendance Plan (LCP) is a part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020/2021 school year. The provisions for the plan were approved by the Governor and Legislature in June in Senate Bill 98 and can be found in Education Code Section 43509.

The LCP is intended to balance the needs of all stakeholders while both streamlining engagement and condensing several preexisting plans. In particular, it was important to combine (1) the intent behind Executive Order N-56-20, published in April 2020, which envisioned an off cycle Local Control and Accountability Plan (LCAP) due December 15th, and (2) the ongoing need for LEAs to formally plan to return to school in the midst of the uncertainty and of COVID-19, without requiring two plans. The LCP replaces the LCAP for the 2020/2021 school year.

The Board conducted a public hearing on this item at its September 3, 2020 meeting. Subsequently, the District is required to submit its LCP to the San Bernardino County Superintendent of Schools by September 30, 2020. A hardcopy of the draft LCP is available in the District lobby and on the District's website for public inspection.

RECOMMENDATION

It is recommended the Board of Education adopt the Learning Continuity and Attendance Plan.

FISCAL IMPACT

\$42,541,494.80 from General and Restricted Funds.

NE:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
September 3, 2020

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:30 P.M.

1. Roll Call

President Schaffer called to order the regular meeting of the Board of Education, Thursday, September 3, 2020, at 4:30 p.m. with Cruz, Na, and Schaffer present in the Board room, and Gagnier and Hernandez-Blair present via Zoom. Closed session was not recorded.

Administrative Personnel

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

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Schaffer adjourned to closed session at 4:30 p.m. regarding conference with legal counsel anticipated litigation; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent.

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

1. Report Closed Session Action

President Schaffer reconvened the regular meeting of the Board of Education at 6:00 p.m. with Cruz, Na, and Schaffer present in the Board room, and Gagnier and Hernandez-Blair present via Zoom. The Board met in closed session from 4:30 p.m. to 5:49 p.m. regarding conference with legal counsel anticipated litigation; public employee discipline/dismissal/release; and public employee performance evaluation: Superintendent. No action was taken that required public disclosure.

- 2. Pledge of Allegiance
President Schaffer led the Pledge of Allegiance.

I.C. STAFF REPORT

- 1. Promoting Engagement to Support Positive Impacts
Lea Fellows, Assistant Superintendent of Curriculum, Instruction, Innovation, and Support, provided the staff report.

I.D. COMMENTS FROM STUDENT REPRESENTATIVE

Justin Rendon reported on school activities including highlights from junior and high school campuses and virtual back to school nights.

I.E. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Brenda Walker, A.C.T. President, spoke about the challenges in teaching and learning in the current distance learning environment; said she is hopeful that with continued communication, we will keep improving; and wished everyone a restful Labor Day weekend.

Barbara Bearden, CHAMP President, announced a CHAMP sponsored virtual speaker event; said CHAMP polo shirts are available; and recognized school staff during distance learning challenges.

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

Lissa Fraga, Elizabeth and Gary Ingram, Ben Schmidt, Juan Franco, Natalie Chan, Wilbur Lin, Crystal Solano, and Kelly Southard provided email comments regarding the status of the second Preserve school; Michaela Estrada provided an email comment regarding 2020/2021 ESA testing; and Kelly Southard commented on distance learning and blended learning discrepancies.

I.G. CHANGES AND DELETIONS

None.

II. ACTION

II.A. BUSINESS SERVICES

II.A.1. 2019/2020 Unaudited Actuals Financial Report

Moved (Na) seconded (Cruz) carried unanimously (5-0) by roll call vote with Blair, Cruz, Gagnier, Na, and Schaffer voting yes to approve the 2019/2020 Unaudited Actuals Financial Report, and authorized the Superintendent or designee to sign the 2019/2020 District Certification of Unaudited Actuals Financial Report. Student representative voted yes.

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

II.B.1. Public Hearing Regarding the Learning Continuity and Attendance Plan

Lea Fellows, Assistant Superintendent of Curriculum, Instruction, Innovation, and Support, provided the staff report on this item. President Schaffer opened the public hearing at 6:56 p.m. There were no speakers and the public hearing was closed at 6:56 p.m.

III. CONSENT

Moved (Na) seconded (Cruz) carried unanimously (5-0) to approve the consent items. Student representative voted yes.

III.A. ADMINISTRATION

III.A.1. Minutes of the August 20, 2020 Regular Meeting

Approved the minutes of the August 20, 2020 regular meeting.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Approved/ratified the warrant register.

III.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

III.B.3. Donations

Accepted the donations.

III.B.4. Legal Services

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

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

Approved the signature authorizations for Chino Valley Unified School District.

III.B.6. Resolution 2020/2021-11, Actual Gann Limit for 2019/2020 and Estimated Gann Limit for 2020/2021

Adopted Resolution 2020/2021-11, Actual Gann Limit for 2019/2020 in the amount of \$173,259,840.00 and Estimated Gann Limit for 2020/2021 in the amount of \$179,722,432.00.

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

III.C.1. Baldy View Regional Occupational Program 2020/2021 District Operated Program Contract

Approved the Baldy View Regional Occupational Program 2020/2021 District Operated Program Contract.

III.C.2. Baldy View Regional Occupational Program 2020/2021 Contract for Services and Participation Incentive

Approved the Baldy View Regional Occupational Program 2020/2021 Contract for Services and Participation Incentive.

III.C.3. Baldy View Regional Occupational Program 2020/2021 Contract for Embedded Classes

Approved the Baldy View Regional Occupational Program 2020/2021 Contract for Embedded Classes.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Approved/ratified the purchase order register.

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

Approved/ratified the Agreements for Contractor/Consultant Services.

III.D.3. Surplus/Obsolete Property

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

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

IV. INFORMATION**IV.A. CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT****IV.A.1. 2019/2020 Second Semester Student Expulsion Report**

Received for information the 2019/2020 Second Semester Student Expulsion Report.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

James Na thanked parents from the Preserve community for submitting email comments and said he agrees with their request; and asked Dr. Enfield to look into a concern expressed by an email regarding distance learning.

Andrew Cruz said he agrees with the need for a second Preserve school; spoke about data that supports the reopening of schools, and data surrounding the virus; spoke about a vaccine for the COVID-19 virus and said it was risky to give to children as the long-term risks are unknown; said he supports the reopening of schools; and commended Dr. Enfield for his handling of the situation.

Irene Hernandez-Blair spoke about the statement made in the Champion Newspaper regarding the building of the second Preserve school, its funding being diverted, and asked for Dr. Enfield to clarify what was intended in the message; said that as of September 14 LAUSD is opening up K-12 schools for small cohorts of students in specialized in-school services and asked Dr. Enfield to look into how that is happening and that we should consider the model used by LAUSD; asked Dr. Enfield for clarification regarding the claim that there are more students in distance versus blending learning; thanked CIIS for sending out mail with Dr. Enfield's most recent message; thanked all of the teachers for the extra effort for back to school nights; and said she is on countdown mode as her eight years on the Board are coming to an end; and encouraged the community to select a Board member that will make all students feel safe and will represent all students in the community.

Christina Gagnier thanked Mrs. Fellows for the presentations on non-discrimination and harassment policies; thanked the public for the comments submitted tonight; said she has no knowledge of the Board taking any action on the Preserve school; spoke about expectations regarding what the Board has jurisdiction over; and highlighted the September 28 event sponsored by the Chino Valley Chamber of Commerce in support of local businesses.

Superintendent Enfield acknowledged students who are dealing with learning in this new environment; thanked the community for supporting our schools and staff as they deliver instruction; thanked teachers and staff for continuing to support student education at the level that we normally do; and wished everyone a happy Labor Day.

President Schaffer had no committee reports; and wished everyone a happy Labor Day.

VI. ADJOURNMENT

President Schaffer adjourned the regular meeting of the Board of Education at 7:15 p.m.

Joe Schaffer, President

Irene Hernandez-Blair, Clerk

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

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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

\$8,309,638.74 to all District funding sources.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
**SUBJECT: 2020/2021 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

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BACKGROUND

Administrative Regulation 1230 Community Relations – School Connected Organizations requires that any person or group of people desiring to raise money to benefit a student or students at one or more schools within the District shall request authorization to operate by applying to the Chino Valley Unified School District Board of Education.

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 17, 2020

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

School

Organization

Dickson ES

PTA

Ayala HS

Cross Country Boosters

Ayala HS

Grad Night Boosters

Ayala HS

Swim Team Boosters

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: FUNDRAISING ACTIVITIES

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BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 17, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chaparral ES</u>		
PTO	Panera Bread Spirit Night	10/16/20
PTO	Panda Express Spirit Night	11/20/20
PTO	Chipotle Spirit Night	12/9/20
<u>Dickson ES</u>		
PTA	School Spirit Merchandise Sale	9/18/20 - 6/30/21
PTA	Monthly Restaurant Family Nights Out	9/21/20 - 5/21/21
PTA	On-Line Book Fair	9/21/20 - 5/27/21
PTA	PTA Membership Drive	9/28/20 - 10/30/20
<u>Rolling Ridge ES</u>		
PTA	Chino Hills Pizza Co. Spirit Day	9/30/20
<u>Canyon Hills JHS</u>		
PTSA	Virtual Holiday Catalog Sale	10/1/20 - 1/1/21
<u>Magnolia JHS</u>		
ASB - General	Pieology Spirit Day	9/17/20
ASB - Athletics	P.E. Clothes/Lock Sale	9/18/20 - 5/20/21
ASB - General	Juice-It-Up Spirit Day	10/1/20
<u>Ayala HS</u>		
PTSA	PTSA Membership Drive	9/18/20 - 5/27/21
2021 Grad Night Boosters	Stussy Clothing Sale	9/18/20 - 5/30/21
Baseball Boosters	Golf Tournament	10/19/20
<u>Chino HS</u>		
Basketball Boosters	Off Campus Car Wash	9/19/20
ASB	School Spirit Face Mask Sale	9/21/20 - 5/27/21
ASB	Off Campus Car Wash	9/29/20
ASB	Off Campus Basket Sale	9/30/20 - 12/18/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 17, 2020

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Chino Hills HS</u>		
ASB	Virtual Pink Out 5K Registration	10/1/20 - 10/31/20
<u>Don Lugo HS</u>		
Floriculture	Flowers/Arrangements Sale	9/18/20 - 5/30/21
Performing Arts Boosters	Monthly Restaurant Family Nights Out	9/18/20 - 5/31/21
Sports Boosters	Spirit Merchandise Sale	9/21/20 - 12/18/20
Sports Boosters	Football Game Preferred Parking	1/1/21 - 3/31/21

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

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BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:wc

CHINO VALLEY UNIFIED SCHOOL DISTRICT
September 17, 2020

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Walnut ES</u>		
Walmart	Cash	\$500.00
<u>Chino Hills HS</u>		
Wells Fargo Community Support	Cash	\$35.00

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Julian A. Rodriguez Ed.D., Director, Secondary Curriculum and Instruction

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM AND CHINO VALLEY UNIFIED SCHOOL DISTRICT

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BACKGROUND

On July 1, 2015, through a joint powers agreement, Chino Valley Unified School District and Baldy View Regional Occupational Program (BVROP) agreed on a funding model to provide for career technical education programs and services for secondary students.

This Memorandum of Understanding sets forth the terms which constitute the hold harmless understanding that BVROP may use the 2018/2019 average daily attendance levels for the 2019/2020 and 2020/2021 school years in order to continue to provide career technical education programs and services. This is in response to transitioning to distance learning due to COVID-19.

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 between Baldy View Regional Occupational Program and Chino Valley Unified School District.

FISCAL IMPACT

None.

NE:GP:JAR:lar

**Hold Harmless Average Daily Attendance (ADA) Utilization
for Baldy View ROP in response to COVID-19
Memorandum of Understanding
(MOU)**

By this agreement made and entered into the 1st day of October 2020, between Baldy View Regional Occupational Program (ROP) (hereinafter referred to as BVROP), Chaffey Joint Union High School District (hereinafter referred to as CJUHSD), Chino Valley Unified School District (hereinafter referred to as CVUSD), Claremont Unified School District (hereinafter referred to as CUSD), and Upland Unified School District (hereinafter referred to as UUSD) (Member Districts) in consideration of mutual covenants, the parties hereto agree as follows:

A. BACKGROUND: BVROP, CJUHSD, CVUSD, CUSD, and UUSD agreed on a funding model to provide for career technical education programs and services for member districts' secondary students, effective July 1, 2015 through a joint powers agreement.

B. PURPOSE OF MOU: The purpose of this MOU is to memorialize a hold harmless understanding that BVROP may utilize 2018-19 average daily attendance (ADA) levels for the 2019-20 and 2020-21 school years in response to challenges experienced because of transitioning to distance learning due to COVID-19.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This MOU constitutes the entire understanding of the parties. Signatures of duly authorized CJUHSD, CVUSD, CUSD, UUSD, and BVROP representatives below signify both an understanding and acceptance of the agreement provisions.

CJUHSD REPRESENTATIVE

CVUSD REPRESENTATIVE

Signature: _____ **Signature:** _____

Print Name: _____ **Print Name:** Norm Enfield, Ed.D.

Title: _____ **Title:** Superintendent

Date Signed: _____ **Date Signed:** _____

Phone: _____ **Phone:** _____ 909-628-1201

E-Mail Address: _____ **Email Address:** norm_enfield@chino.k12.ca.us

CUSD REPRESENTATIVE

UUSD REPRESENTATIVE

Signature: _____ **Signature:** _____

Print Name: _____ **Print Name:** _____

Title: _____ **Title:** _____

Date Signed: _____ **Date Signed:** _____

Phone: _____ **Phone:** _____

E-Mail Address: _____ **Email Address:** _____

BVROP REPRESENTATIVE

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Phone: _____

E-Mail Address: _____

8/27/20

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: PURCHASE ORDER REGISTER

=====

BACKGROUND

Board Policy 3310 Business and Noninstructional Operations – Purchasing requires approval/ratification of purchase orders by the Board of Education. A purchase order is a legal contract between a district and vendor, containing a description of each item listed and/or a statement to the effect that supplies, equipment or services furnished herewith shall be in accordance with specifications and conditions.

Purchase orders represent a commitment of funds. No item on this register will be processed unless within budgeted funds. The actual payment for the services or materials is made with a warrant (check) and reported on the warrant register report.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the purchase order register, provided under separate cover.

FISCAL IMPACT

\$5,823,857.47 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====
BACKGROUND

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board of Education.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the Agreements for Contractor/Consultant Services.

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

SUPERINTENDENT	FISCAL IMPACT
<p>S-2021-004 Rob Wiltsey Creative Partners, LLC dba School Shine. To provide twelve (12) videos. Submitted by: Communications Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$38,117.00 Funding source: General Fund</p>
CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2021-131 Action Driven Inquiry. To provide professional learning, planning, and support. Submitted by: Access and Equity Duration of Agreement: September 18, 2020 - June 30, 2021</p>	<p>Contract amount: \$60,000.00 Funding source: Comprehensive Support and Improvement (CSI) Funds</p>
<p>CIIS-2021-132 Newsela, Inc. To provide annual site license to Newsela Essentials software. Submitted by: Rhodes ES and Magnolia JHS Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$11,260.00 Funding source: Title I/Gate</p>
<p>CIIS-2021-133 IXL Learning, Inc. To provide annual site license renewal for math and ELA. Submitted by: Liberty ES Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$6,600.00 Funding source: Title I</p>
<p>CIIS-2021-134 Formative. To provide annual site license renewal for Formative software. Submitted by: Magnolia JHS Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$5,092.00 Funding source: Title I</p>
<p>CIIS-2021-135 Music Sales Digital Services, LLC dba Musicfirst. To provide Musicfirst software for all secondary music teachers. Submitted by: Access and Equity Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$20,753.50 Funding source: LCAP/VAPA</p>
<p>CIIS-2021-136 ByteSpeed, LLC. To provide annual software license for UP360 Career Labs VR Software. Submitted by: Chino Hills HS Duration of Agreement: September 18, 2020 - September 18, 2021</p>	<p>Contract amount: \$4,956.50 Funding source: Perkins Grant</p>
<p>CIIS-2021-137 American Eagle Co., Inc. - Teachers Discovery. To provide a platform service for distance learning for French I and II. Submitted by: Chino Hills HS Duration of Agreement: September 18, 2020 - September 18, 2021</p>	<p>Contract amount: \$749.00 Funding source: School Site Budget</p>
<p>CIIS-2021-138 Kuta Software, LLC. To provide three-year software license for subjects algebra I, geometry, algebra II, precalculus, and calculus. Submitted by: Chino Hills HS Duration of Agreement: September 18, 2020 - September 18, 2023</p>	<p>Contract amount: \$1,400.00 Funding source: School Site Budget</p>

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
<p>CIIS-2021-139 Socrative Showbie, Inc. To provide annual software license subscription for Socrative Pro. Submitted by: Chino Hills HS Duration of Agreement: September 18, 2020 - September 18, 2021</p>	<p>Contract amount: \$460.00 Funding source: School Site Budget</p>
<p>CIIS-2021-140 Wallwisher, Inc. - Padlet. To provide annual software license subscription for Padlet Backpack. Submitted by: Chino Hills HS Duration of Agreement: September 18, 2020 - September 18, 2021</p>	<p>Contract amount: \$891.00 Funding source: School Site Budget</p>
<p>CIIS-2021-141 MakeMusic, Inc. To provide online band program. Submitted by: Briggs K-8 Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$290.00 Funding source: Briggs K-8 Band</p>
<p>CIIS-2021-142 California Restaurant Association. To provide annual software license for E-Resources to be utilized in the Culinary class program. Submitted by: Chino HS Duration of Agreement: September 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$300.00 Funding source: LCAP</p>
<p>CIIS-2021-143 Chino Hills Counseling. To provide counseling services for Chino Valley Learning Academy students. Submitted by: Access and Equity Duration of Agreement: September 18, 2020 - June 30, 2021</p>	<p>Contract amount: \$37,000.00 Funding source: Staff Development</p>
<p>CIIS-2021-144 Nearpod. To provide annual site license for Nearpod and Flocabulary for students and teachers. Submitted by: Rhodes ES Duration of Agreement: July 10, 2020 - July 9, 2021</p>	<p>Contract amount: \$5,000.00 Funding source: School Site Budget</p>
<p>CIIS-2021-146 Zoom Video Communications, Inc. To provide video conferencing platform access. Submitted by: Alternative Education Center Duration of Agreement: July 23, 2020 - April 27, 2021</p>	<p>Contract amount: \$825.53 Funding source: School Site Budget</p>
<p>CIIS-2021-147 American Eagle Co., Inc. - Teachers Discovery. To provide supplemental online materials for French courses. Submitted by: Secondary Curriculum Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$4,990.00 Funding source: LCAP</p>
<p>CIIS-2021-148 Thinknetic Medical Corporation dba Keystone Industrial Medicine. To provide COVID-19 consultant services for nursing staff. Submitted by: Health Services Duration of Agreement: September 18, 2020 - June 30, 2021</p>	<p>Contract amount: \$3,225.00 Funding source: General Fund</p>

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
<p>F-2021-045 SMG Ontario Arena, LLC. To provide facility use for 2020/2021 commencement ceremonies at the Toyota Arena held on May 24 and 25, 2021. Submitted by: Facilities, Planning, and Operations Duration of Agreement: July 1, 2020 - June 30, 2021</p>	<p>Contract amount: \$118,372.28 Funding source: General Fund</p>

MASTER CONTRACTS	FISCAL IMPACT
MC-2021-003 Artistry In Motion, Inc. To provide graduation streamer cannons. Submitted by: Ayala HS Duration of Agreement: September 18, 2020 - June 30, 2023	Contract amount: \$6,758.00 Funding source: ASB/USB/PFA/PTA/Boosters
MC-2021-004 Sunbelt Rentals. To provide rental and service of equipment material and scissor lifts. Submitted by: Ayala HS Duration of Agreement: September 18, 2020 - June 30, 2023	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2021-093 NCS Pearson, Inc. To provide annual renewal for online testing materials and scoring as needed for psychologists' use. Submitted by: Special Education Duration of Agreement: July 1, 2020 - June 30, 2021 Original Agreement Board Approved: July 16, 2020	Contract amount: increase contract from \$10,000.00 to \$15,000.00 to add for additional subscriptions. Funding source: Special Education
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, 2021 Original Agreement Board Approved: October 5, 2018	Add contract services: Document Control - \$68.00 Project Manager - \$115.00 Funding source: Various

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: SURPLUS/OBSOLETE PROPERTY

=====

BACKGROUND

The Board of Education recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the District. The Superintendent or designee shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of Education Code 17545.

Lists of surplus items are emailed to the Facilities/Planning Department to be placed on an upcoming Board agenda. After Board approval, items may be picked up by District warehouse or a liquidation company for public auction. 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**

September 17, 2020

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
School Bus	Thomas	1T7YL4F2741135926	Transportation
School Bus	Thomas	1T7YL4F2941135927	Transportation
School Bus	Thomas	1T7YL4F2041135928	Transportation
School Bus	Thomas	1T7YL4F2541135925	Transportation
School Bus	Bluebird	1BABNBMA43F210802	Transportation
School Bus	Bluebird	1BABNBMA63F210803	Transportation
Rolling Cabinets (5)			Cattle ES
Bookshelves (2)			Cattle ES
Desks (4)			Cattle ES
Teacher Chair			Cattle ES
Office Chairs (6)			Cattle ES
Credenza			Cattle ES
Chairs (4)			Cattle ES
Shredder	Fellowes	58656	Newman ES
Monitor	Dell	CNOUH572-46633-74k	Newman ES
Monitor	Dell	46633-74k-18MS	Newman ES
Monitor	Dell	30C-71623-055-1434	Newman ES
Monitor	Dell	30C-71623-055-1393	Newman ES
Keyboard	Dell	CNODH331761608NOBSE	Newman ES
Computer	Dell	35352	Newman ES
Disk Drive		35332	Newman ES
VHS/DVD Player	Samsung	95876RVP205797A	Newman ES
Monitor	Dell	CNOC730C716230551433	Newman ES
Computer	Dell	35403	Newman ES
VHS/DVD Player	Samsung	95876RVP2056462	Newman ES
VHS/DVD Player	Samsung	95876RBP24001R	Newman ES
Computer	Dell	35375	Newman ES
Computer	Dell	35377	Newman ES
Computer	Dell	35366	Newman ES
Computer	Dell	35365	Newman ES
Printer	HP	CNC9C614080	Newman ES
Printer	HP	VN03K14138	Newman ES
Amplifier			Newman ES
Computer		35423	Newman ES
Computer		33203	Newman ES
Monitor	Dell	CNOUH5724663374K1FSF	Newman ES
Printer	Xerox	CAT3999952	Newman ES
Printer	HP	MND3C02188	Newman ES
Monitor	Dell	CNOC730C716230551493	Newman ES

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Computer	Dell	41559	Newman ES
Computer	Dell	41557	Newman ES
Document Camera	Epson	20029	Newman ES
VCR/DVD Player	Samsung	95876RBP200469K	Newman ES
Computer	Dell	44979	Oak Ridge ES
Computer	Dell	45058	Oak Ridge ES
Computer	Dell	45016	Oak Ridge ES
Computer	Dell	45121	Oak Ridge ES
Computer	Dell	45125	Oak Ridge ES
Computer	Dell	44940	Oak Ridge ES
Computer	Dell	45011	Oak Ridge ES
Computer	Dell	45000	Oak Ridge ES
Computer	Dell	5CV42601RM	Oak Ridge ES
Computer	Dell	44984	Oak Ridge ES
Printer	HP	VND3B33111	Oak Ridge ES
Speaker w/Mic	Redcat	40112	Oak Ridge ES
Speaker w/Mic	Redcat	41170	Oak Ridge ES
Speaker w/Mic	Redcat	39816	Oak Ridge ES
Speaker w/Mic	Redcat	37536	Oak Ridge ES
Speaker w/Mic	Redcat	39811	Oak Ridge ES
Speaker w/Mic	Redcat	39818	Oak Ridge ES
Speaker w/Mic	Redcat	39817	Oak Ridge ES
Speaker w/Mic	Redcat	RX-RC2-131111-0801	Oak Ridge ES
Teacher Desk			Oak Ridge ES
File Cabinet	Anderson		Oak Ridge ES
File Cabinet	Anderson		Oak Ridge ES
File Cabinet	Anderson		Oak Ridge ES
File Cabinet	Anderson		Oak Ridge ES
File Cabinet	Anderson		Oak Ridge ES
Small Chairs (12)			Oak Ridge ES
Speaker	Eliminator	04176M0579	Chino Hills HS
Speaker	Eliminator	04176M0581	Chino Hills HS
Speaker	Sound Factor	SF 15-045950	Chino Hills HS
Speaker	Force Monitor	04180M0281	Chino Hills HS
Speaker	Force Monitor	04180M0285	Chino Hills HS
Sound Board	XENTY	51404617AOM	Chino Hills HS
Electrical Comp.	Telos	235KN4997	Chino Hills HS
Electrical Comp.	Telos	150802708	Chino Hills HS
Electrical Comp.	Linksys	REN0042001472	Chino Hills HS
LCD Monitor	CTX	01322101260	Chino Hills HS
Monitor	Envision	TMQV55AA00881	Chino Hills HS
Light Board	ETC	100E00157011	Chino Hills HS

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Mix Board	Sound Craft	RW56915M155115	Chino Hills HS
Misc. Sound Cords			Chino Hills HS
CD Player	Tascam	0177758	Chino Hills HS
DVD player	Panasonic	G31A40522	Chino Hills HS
Amplifier	Furman	0013758	Chino Hills HS
Receiver	VHF	IC616A54A	Chino Hills HS
Remote Station	Furman	6001719	Chino Hills HS
Video Splitter	IOGEAR	28560073ADE0005	Chino Hills HS
Speaker	JBL	P1304-038942	Chino Hills HS

CHINO VALLEY UNIFIED SCHOOL DISTRICT

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DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: RESOLUTION 2020/2021-12 AUTHORIZING THE LEASE OF PRODUCTION PRESS EQUIPMENT AND RELATED SERVICES AND APPROVAL OF XEROX FINANCIAL SERVICES, LLC EQUIPMENT LEASE AND MAINTENANCE AGREEMENT

=====

BACKGROUND

The District’s Printing, Graphics, and Mail Services department has a need to replace an end-of-lease production press equipment to provide improved service and efficiency. The production press equipment is essential to providing instructional material and specialized print matter for school sites and the District.

Image Source will provide:

- a. A lease of new Xerox production color press equipment and related services under a new lease through Xerox Financial Services, LLC.
- b. Equipment Lease and maintenance agreement of existing Xerox production black/white press equipment.

The current cost of the monthly lease and maintenance is \$21,808.50. The new monthly lease and maintenance terms will cost \$13,912.69 and result in a net monetary savings of \$473,748.60 to the District over 60 months.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2020/2021-12 Authorizing the Lease of Production Press Equipment and Related Services and Approval of Xerox Financial Services, LLC Equipment Lease and Maintenance Agreement.

FISCAL IMPACT

New lease and maintenance cost of \$834,761.40 to General Fund 01 over 60 months, and termination of current lease and maintenance cost of \$1,308,510.00.

**Chino Valley Unified School District
Resolution 2020/2021-12
Authorizing the Lease of
Production Press Equipment and Related Services and Approval of
Xerox Financial Services, LLC Equipment Lease and Maintenance Agreement**

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

WHEREAS, the governing board of a school district may under Public Contract Code section 20118, without advertising for bids, if the board determines it to be in the best interests of the district, authorize by contract, lease, requisition, or purchase order, 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. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property; and

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

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the Property from Image Source, an authorized distributor of Xerox Corporation, through the County of Los Angeles pursuant to Contract No. MA-IS-1640249-6 effective as of January 1, 2016, along with any approved Amendments, with Xerox Corporation; and

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

WHEREAS, the Board of the District has, by this Resolution, determined the need for the Property, and authorized the lease/purchase of such Property with Xerox Financial Services, LLC (the “Lessor”), pursuant to the Equipment Lease Agreement and SLG Agreement Addendum attached hereto as Exhibit “B” (the “Lease”); and

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

WHEREAS, the District desires by a majority of the vote of the Governing Board and, pursuant to Education Code section 17604 and similar statutes, to delegate authority to the Superintendent to execute and deliver contracts and agreements, and otherwise negotiate and contract with Lessor to procure the Property, or to otherwise carry out the intent of this Resolution.

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

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

Section 2. The Board hereby finds and determines that authorizing the Property through the County of Los Angeles pursuant to Contract No. MA-IS-1640249-6 effective as of January 1, 2016, along with any approved Amendments, with Xerox Corporation is in the best interests of the District.

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

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

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

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

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

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 17th day of September 2020 by the following vote:

Blair	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

Exhibit "A"

Copier and Services Procuring



This letter is to document that Image Source, Inc. will provide a check, payable to,
Chino Valley Unified School District mailed to address below:

Customer Name
5130 Riverside Drive Chino, CA 91710
Address

in the amount of \$12,800.00 GBC Advance Punch.

The stated amount represents a rebate in exchange for the purchase of equipment with Image Source

This amount is for the following models listed:

1	IR120		
Qty	Make/Model	Qty	Make/Model

This payment is a one-time cash rebate and is not related to any current piece of equipment provided by Image Source or its competitors. Once the check is released to YOU, THE CUSTOMER, Image Source will have no further obligation pertaining to this rebate.

Authorized By Customer:

Authorized Signature _____ Name & Title _____ Date _____

vIR4.17



Versant and Iridesse
Cost Per Image Agreement



CUSTOMER INSTALL					Agreement No.								
Full Legal Name		Chino Valley Unified School District			DBA								
Address		5135 Riverside Drive			City		Chino		State	CA	ZIP	91710	
CUSTOMER BILL TO													
Name		Chino Valley Unified School District											
Address		5135 Riverside Drive			City		Chino		State	CA	ZIP	9170	
Phone		909-628-1201		Contact Name		Troy Ingram		Contact Email		Troy_Ingram@chino.k12.ca.us		Lessee PO# (Optional)	
Monthly Base Maintenance Payment = \$ Excess Per Image Charge stated in the below table													
Model(s)	Black & White Monthly Allowance included in Monthly Base	Black & White Rate	Color Monthly Allowance included in Monthly Base	Color Rate	Black & White Large Allowance included in Monthly Base	Black & White Large Rate	Color Large Allowance included in Monthly Base	Color Large Rate	Extra Long Allowance included in Monthly Base	Extra Long Rate			
Xerox Iridesse 120	0	.0099	0	.037	0	.0024	0	.0089	0	.037			

DEFINITIONS: The words **Customer**, **You** and **Your** refer to customer indicated above. The words **Company**, **We**, **Us** and **Our** to Image Source.

SERVICES OFFERED: We agree to provide all consumables, along with device environment monitoring, auto toner replenishment, proactive service error monitoring, phone technical support, service, and quarterly environment reporting under this Cost Per Image Agreement. Further information on the Service Management details are stated on the back of this document. Covered equipment, along with Cost Per Image pricing, is listed in the table above, or separately in Schedule(s) A, and/or B.

IMAGE CHARGES: Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by Us (see "Transitional Billing" section below) and continuing on the same day of each following month until fully paid. You are entitled to make the total number of images reflected in the Monthly Image Allowance shown in the table above, or separately in Schedule(s) A, and/or B, each month (if consolidated), or the monthly amount Image Allowance Per Machine or Group (if not consolidated). If You use more than the applicable Allowance(s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. If the meter reading required for periodic billing is not available, Company may bill for use based on an average volume for the most recent 3 months. For Versant and Iridesse Equipment (V180B, V180P, V3100, and/or IR120), each print that is larger than 145 square inches may register as one (1) print on the applicable (B&W/color) meter, and one (1) print on the applicable (B&W/color) Large Meter. For all other Equipment, each print that is larger than 145 square inches, but less than or equal to 491 mm in length, may register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with oversize print capability, for any impressions greater than 491 mm and less than or equal to 661 mm will register as three (3) prints on the applicable (B&W/color) meter. You agree to comply with billing and meter collection procedures designated by Us, including notifying Us of the meter reading on the billing date. If meters are not received, We reserve the right to estimate Your usage for the billing period.

EXTRA LONG PRINTS: Versant and Iridesse Equipment (V180B, V180P, V3100, and/or IR120), may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

TRANSITIONAL BILLING: If We designate as the Agreement commencement date or effective date a date which is later than the date the Agreement is/was initiated (as noted by the Agreement Date below), then You shall pay Us an interim payment for each day, from the date the Agreement is/was initiated until the commencement date, equal to the minimum monthly payment divided by 30. If this Cost Per Image Agreement has no minimum monthly amount (as designated in in the table above, or separately in Schedule(s) A, and/or B), We will bill You for actual pages copied or printed from the Agreement initiation date until the designated commencement date.

GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION: This Agreement and each addendum shall be governed by the laws of the State of California. You agree that any dispute arising under or related to this agreement will be adjudicated in the federal or state court located in San Bernardino. You hereby consent to personal jurisdiction and venue in that court and waive any right to transfer venue. Each party waives any right to a trial by jury.

LATE FEES: The Customer will also pay collection costs and reasonable attorney's fees should the account be placed for collection.

AGREEMENT PERIOD: This agreement is for a period of 60 months from the date the Agreement is initiated, and is non-cancelable. In addition to any other rights under this contract, Company may terminate this contract at any time by giving the Customer 30 day prior written notice. Unless notified in writing 30 days prior to the contract expiration date, this agreement shall renew for 12-month periods.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, AND, IF APPLICABLE, ATTACHED SCHEDULE(S) A AND/OR B, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.			
IMAGE SOURCE: (As Stated Above)		CUSTOMER: (As Stated Above)	
Signature		Signature	
Print Name & Title		Print Name & Title	
Date Accepted		Date	



I. MAINTENANCE AND SUPPLIES.

- A. Cost Per Image Charges.** The charges stated in the Agreement include charges for maintenance (from 8 a.m. to 5 p.m. local time, except weekends and holidays ("Regular Service Hours"), inspection, adjustment, parts replacement, cleaning material required for proper operation, and toner and developer for such Equipment and may also include charges for such maintenance and supplies provided to You for the Equipment. Paper and staples are not included in this maintenance agreement. You must purchase staples separately, from Us. Supplies required in excess of manufacturer's suggested yield will be invoiced separately. Specialty toner and dry ink cartridges from consumable supplies. Consumable supplies exclude any toners and dry inks (and their associated developers) other than standard cyan, magenta, yellow, and black. Specialty toner and dry inks (and their associated developers) must be purchased separately from Us.
- B. Equipment Eligible for Coverage.** This only applies to the Equipment identified in the table on page one, or separately in Schedule(s) A, and/or B. You represent and warrant that, other than as set forth in the table on page one, or separately in Schedule(s) A, and/or B, there is no other equipment located at Your site(s) capable of using Our supplied toner and ink consumables. All Equipment capable of using Our supplied toner and ink consumables must be included in this Agreement. To the best of Your knowledge, there are no equipment conditions that do not meet manufacturer's specifications ("Pre-Existing Conditions"), other than those specifically identified in the table on page one, or separately in Schedule(s) A and/or B. You agree that We shall have the right to inspect and verify any Equipment covered by this Agreement which was previously owned by You. We reserve the right, at Our sole discretion, to exclude from this agreement any Equipment that We determine to have material faults, and/or to be unfit for service. If applicable, We may discount the Monthly Base Maintenance Payment by the amount reasonably allocated to any excluded Equipment.
- C. Definition of Services Provided.** We agree (a) to perform only those repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (trays, covers and other non-consumable parts are not covered), and (b) to supply You with all toner and ink consumables required to operate the Equipment. Requests for services outside of Regular Service Hours will be provided on a best effort basis at Our prevailing time and material hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment. This Agreement does not cover after-hours service, stop overhauls, and service made necessary by accident, fire, water, natural disasters, or failure by You to meet the manufacturer's electrical requirements.
- D. Access to Equipment.** We shall have the right to access Your site and any other of Your premises that may house Equipment upon reasonable notice for access with Your supervision during regular work hours. We reserve the right to invoice You at Our prevailing time and material hourly rate, separate from the Minimum Monthly Payment, when access to the Equipment is denied for greater than fifteen (15) minutes, when You initiated the request for service. We shall apply an estimated monthly page volume to any and all Equipment that cannot be accessed for page count recording purposes.
- E. Authorized Maintenance Providers.** We, at Our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third party service agreement on Your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.
- F. Repair Responsibility.** Maintenance services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with manufacturer's published specifications; (c) use of options, accessories or products not serviced by Us; (d) non-Image Source alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals, or (f) failure by You to meet the manufacturer's electrical requirements. Equipment may not be moved to another physical address without Our prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term.
- G. Analyst Services.** We agree to provide Analyst Services, at no additional charge, for the first 90 days of this Agreement. After 90 days, You agree to pay Us periodic charges for Analyst Services. We shall discontinue billing or debiting Analyst Services upon receipt of a written request to discontinue Analyst Services support for Equipment. Upon cancellation, You agree to bear the entire cost of Analyst Services related to the Equipment covered by this Agreement.
- H. Ownership and Control of Toner and Ink Consumables.** All toner and ink consumables supplied under this Agreement shall at all times remain the property of Us. You may use the toner and ink consumables pursuant to the terms of this Agreement, but You shall not have any ownership rights in or to the toner or ink consumables. You shall not be charged for any toner or ink consumables in use upon the expiration of this Agreement. The ordering of consumables significantly in excess of the number of copies or prints produced may be charged to You by Us.
- I. Additional Equipment and Right of Inspection.** 1. You shall notify Us promptly upon installing any additional equipment ("Additional Equipment") at Your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be evaluated by Us, and included in, or excluded from, this Agreement at the sole discretion of Us. 2. Additional Equipment deemed included in the Agreement by Us shall be added to this Agreement and will automatically be covered by and considered Equipment under the terms of this Agreement. Billings or surcharges for Additional Equipment output will be reflected in the billing cycle immediately following the billing cycle in which the Additional Equipment is installed. If You add Additional Equipment, the Minimum Monthly Payment may be adjusted accordingly, at Our sole discretion. 3. If any such Additional Equipment is used equipment, You represent and warrant to Us that, except for Pre-Existing Conditions duly disclosed to Us prior to such Additional Equipment being covered by this Agreement, all of the Additional Equipment shall, on the date such coverage commences, be in good working order. We shall be entitled to take a physical inventory of the Additional Equipment, upon or prior to its being covered by this Agreement, to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any Additional Equipment is not in good working order, You shall have such Additional Equipment repaired at Your sole expense and, until such Additional Equipment is so repaired, any Additional Equipment with Pre-Existing Conditions shall not be covered under this Agreement. An initial meter reading of zero (0) is agreed, unless You provide timely information to the contrary, for any Additional Equipment that meets the conditions of I.1
- J. Access.** You hereby grant to Us the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access Your computer network station(s) for the purpose of enabling Us to service the Equipment.
- K. Liability Limitations.** This paragraph limits the liabilities arising under this Agreement, and is a bargained-for and material part of this Agreement. In no event shall We be liable to You for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits, savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing services offered under this Agreement, even if a party has been advised of the possibility of such damages. Our aggregate liability to You for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Your actual and direct damages, not to exceed the amount of fees paid by You to Us for the specific services offered upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued.
- L. YourOfficeSupplySource.com.** If you receive a credit from Image Source it will be available on the date the equipment is installed and will automatically expire on the first anniversary of the installation date. The credit may only be used for the purchase of supplies.
- II. WARRANTY.** Notwithstanding anything in this Agreement to the contrary, We warrant (a) that all personnel performing services hereunder by or on behalf of Us will have appropriate training and experience and (b) all equipment is in accordance with industry standards, and all supplies and materials are of good quality. Without limiting the generality of the foregoing (and without limiting any obligation of Us to make repairs under this Agreement), You expressly agree and acknowledge that in no event shall any manufacturer's warranty, including but not limited to any implied warranty of merchantability, and fitness for a particular purpose, be deemed given by or otherwise transferred or applied to Us. If You notify Us within ninety (90) days from performance of the services that the services or a part thereof fails to conform to the standards specified herein, Your sole and exclusive remedy is that We shall promptly repair, replace, or re-perform the non-conforming services.
- III. MONITORING SOFTWARE.**
- A. You grant Permission to Install and Maintain Software.** We license software ("Monitoring Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Monitoring Software on one or more of Your computer network station(s). You agree to provide Us, during normal business hours, access to Your computer-networked station(s) to enable Us to upgrade, modify or maintain the Monitoring Software or to install new releases or additions to the Monitoring Software. Under no circumstances will the Monitoring Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Monitoring Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.
- B. No License, other Prohibitions.** Nothing herein shall be construed as granting a license to You for the use of the Monitoring Software. You may not, nor may You permit or cause any other person to (a) use or copy the Monitoring Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or disassemble the Monitoring Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Monitoring Software, or (d) remove any proprietary notices on the Monitoring Software.
- C. Intellectual Property Rights.** All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Monitoring Software (including any source code, executable code, object code, tools and/or libraries related to the Monitoring Software) will at all times be owned by Us. No modifications and/or use by You of the Monitoring Software shall under any circumstances transfer any right, title or interest in or to the Monitoring Software to You or any third party.
- D. Monitoring Software Warranty, Liability.** You acknowledge that the Monitoring Software will be installed on Your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Monitoring Software will be error free or will operate without interruption. We shall in no event be liable to You or any third party for any special, consequential, incidental or indirect damages in connection with the Monitoring Software. If the software is found to cause issues on Your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, Our liability will be limited to the removal of said Monitoring Software from Your environment.
- IV. MISCELLANEOUS.**
- A. Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.
- B. Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not limited to: Xerox ConnectKey Applications, PaperCut, XMedius Fax, Umango, Square9, Ysoft, Nuance, Formax, NeoPost, or Xerox FreeFlow, any computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test is completed by Us.

Customer Initial

Exhibit “B”

Equipment Lease Agreement with
Xerox Financial Services, LLC and Addendum

(attached)

Cost Per Image Agreement



Supplier Name: IMAGE SOURCE		Supplier Address: 650 E. Hospitality Lane Suite 500 San Bernardino, CA 92408			
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851		Agreement Number:			
CUSTOMER INFORMATION					
CUSTOMER	Full Legal Name: Chino Valley Unified School District		Phone: (714) 986-7000		
	Billing Address: 5130 Riverside Drive		Contact Name: Troy Ingram		
	City: Chino	State: CA	Zip Code: 91710		
		Contact Email: troy_ingram@chino.k12.ca.us			
EQUIPMENT	QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE*	EXCESS IMAGE CHARGE**	
			B&W	COLOR	
	1	Xerox Iridesse 120, Bkt Fin, Sq. Fold/Trim, 5th/6th Color and Housing,	0	0	
		Clear, Gold, Silver, White, 20HCF, Fiery EX-P	0	0	
		0	0	Lrg .0024	Lrg .0089
		0	0	XL .037	
Meter Billing Frequency (Monthly unless checked): <input type="checkbox"/> (Other)			* Included in Base Payment	** Plus applicable taxes	
TERM	BASE PAYMENT - (Monthly frequency unless otherwise noted)		Equipment Location (if different from Billing Address):		
Initial Term: 60 (in months)	Base Payment (plus applicable taxes): \$ 8,144.88				
	Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually				
CUSTOMER ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.					
Authorized Signer X:	Date:	Federal Tax ID # (Required):			
Print Name: X	Title:				
OWNER ACCEPTANCE					
Accepted By: Xerox Financial Services LLC	Name and Title:	Date:			
TERMS & CONDITIONS					

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us", "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

8. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

9. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOVERMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (i) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (I) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; (iii) the Equipment's booked residual; and (iv) Taxes; and (v) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROMPTLY NOTIFY XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (i) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (ii) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (2) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

16. **Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



SLG AGREEMENT ADDENDUM – INCLUDING 90-DAY DEFERRAL

Reference is made to that certain Lease Agreement (“Agreement”) by and between XEROX FINANCIAL SERVICES LLC (“XFS”) and Chino Valley Unified School District (“Customer”) dated 8/20/20

Any capitalized terms used in this Addendum which are not defined shall have the definitions set forth in the Lease.

The Parties wish to amend the Agreement to **add a 90-day deferred payment period after the Acceptance Date, keeping the overall number of Payments unchanged, but extending the overall Term by 90 days.** Therefore, the Parties agree to modify the Agreement as follows:

Section 1. Definitions: The definitions below shall be modified as follows:

- “Commencement Date” will be a date **no less than 90 days after the Acceptance Date**, as set forth in our first invoice ...”
- “Term” means the period from the Acceptance Date through the Initial Term plus any subsequent renewal or extension terms.

Section 2. Agreement, Payments and Late Payments: 4th sentence shall be modified as follows:

- **You agree to pay XFS the first Payment on the Commencement Date;** each subsequent Payment shall be payable on the same date of each month thereafter.

Further, the Parties agree that the following sections replace or modify the corresponding sections in the Agreement and are hereby incorporated therein.

Section 1. Definitions; Remove sentence. Origination Fee” means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease.

Section 2. Lease: Payments and Late Payments. The following language is deleted. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.

Section 8. Equipment Ownership, Labeling and UCC Filing; The following language is removed. You agree to pay any filing fees and administrative costs for the filing of such financing statements.

Section 19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER; Jurisdiction shall be changed from “STATE OF CONNECTICUT” and “FAIRFIELD COUNTY, CONNECTICUT” to “STATE OF CALIFORNIA” and “ SAN BERNARDINO COUNTY, CALIFORNIA”.

Additional Section: Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period (“Termination Date”) if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS’s request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

In the event of any conflict between the terms of the Agreement and the terms above, the terms above shall control.

XEROX FINANCIAL SERVICES LLC

Chino Valley Unified School District

Accepted by: _____

Authorized signor: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: BID 20-21-02F, CHINO HS RECONSTRUCTION PHASE 2 – FLOORING REBID

=====

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 20-21-02F, Chino HS Reconstruction Phase 2 – Flooring Rebid was published in the Inland Valley Daily Bulletin on July 23, 2020, and July 30, 2020. Bids were submitted at 1:00 p.m. on August 21, 2020. The results are as follows:

Contractor	Bid Amount
Continental Flooring, Inc.	\$1,235,103.00
Progressive Surface Solutions, LLC	\$1,587,000.00
Pro Installations Inc. dba Prospectra Contract Flooring	\$2,081,700.00

The basic scope of work for this project includes: installation of flooring for Phase 2 of the Chino HS Reconstruction project.

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

RECOMMENDATION

It is recommended the Board of Education award Bid 20-21-02F, Chino HS Reconstruction Phase 2 – Flooring Rebid to Continental Flooring, Inc.

FISCAL IMPACT

\$1,235,103.00 to Building Fund 21.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 01)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building BP 01 to Lee and Stires, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bid Package 01-Survey/Demo/Earthwork/Asphalt Paving-Lee and Stires, Inc.	(\$55,756.24)
	Bid Amount:	\$364,400.00
	Revised Total Project Amount:	\$308,643.76

The change order results in a net decrease of \$55,756.24 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 01).

FISCAL IMPACT

(\$55,756.24) to Building Fund 21.

NE:GJS:AGH:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
5130 Riverside Drive
Chino, CA 91710
Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/6/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 01 - Lee and Stires

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: Scope of work not performed for Asphalt Trenching
Reason: Portion of Contract Scope Not Required
Document Ref: SOV Remaining Amount line item 7 and column H
Requested by: District
Change in Contract Sum: <\$5,090.00> / DEDUCT
Time Extension: 0 Calendar days

ITEM NO. 2: Description: Remaining Unused Allowance credited back to CVUSD
Reason: Unused Allowances
Document Ref: SOV Remaining Allowance Amount line items 10-13, 15 and column H
Requested by: District
Change in Contract Sum: <\$50,666.24> / DEDUCT
Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	\$364,400.00	↙
Previously approved change order amount(s):	\$0.00	↙
The contract amount will be increased/decreased by this Change Order:	<\$55,756.24>	↙
The new contract amount including this change order will be:	\$308,643.76	↙
The original contract completion date:	01/03/2020	
The contract time will be increased/decreased by days:	0	
The date of completion as a result of this Change Order is:	01/03/2020	

APPROVED BY:

Ryan Haugen

SignNow e-signature ID: 3254063df4...
08/07/2020 14:38:33 UTC

Contractor (Lee and Stires)

Ryan Haugen, PM

Print Name / Title

08/07/2020

Date

James R DiCamillo

SignNow e-signature ID: a2d623173f...
08/07/2020 15:59:17 UTC

Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

08/07/2020

Date

Ken Burr

SignNow e-signature ID: 4ed291ea03...
08/07/2020 15:59:17 UTC

**DSA Inspector of Record
(Knowland Construction Services)**

Ken Burr / DSA Inspector

Print Name / Title

08/07/2020

Date

Mark Mercado

SignNow e-signature ID: 658d085a70...
08/07/2020 00:36:21 UTC

**Construction/Project Manager
(Balfour Beatty)**

Mark Mercado / Project Manager

Print Name / Title

08/06/2020

Date

James Costa

CVUSD Construction Coordinator

James Costa / Construction Coordinator,
Maintenance, Operations & Construction

Print Name / Title

8/24/2020
Date

Martin Silveira

Director, M.O.C.

Martin Silveira / Director of Maintenance, Operations
and Construction

Print Name / Title

Date

Gregory Stachura

Owner (authorized agent)

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

Print Name / Title

8/28/20
Date

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 02)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building BP 02 to Bravo Concrete Construction Services, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bid Package 02-Site/Structural Concrete-Bravo Concrete Construction Services, Inc.	(\$49,510.67)
	Bid Amount:	\$1,362,000.00
	Revised Total Project Amount:	\$1,312,489.33

The change order results in a net decrease of \$49,510.67 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 02).

FISCAL IMPACT

(\$49,510.67) to Building Fund 21.

NE:GJS:AGH:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/10/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Bravo Concrete Construction Services, Inc. (BP #02)

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:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Line items 13-1 3 ⁷ , Column H
	Requested by:	District
	Change in Contract Sum:	<\$49,510.67> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 01 ITEMS

CONTRACT SUMMARY

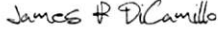
The original contract amount was:	<u>\$1,362,000.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$49,510.67></u>
The new contract amount including this change order will be:	<u>\$1,312,489.33</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/20</u>

APPROVED BY:



SignNow e-signature ID: e70a81698c...

Contractor (Bravo Concrete)



SignNow e-signature ID: 831913ee04...

Architect (WLC Architects)



SignNow e-signature ID: 3f68fb093...

**DSA Inspector of Record
(Knowland Construction Services)**



SignNow e-signature ID: bbd5922aba...

**Construction Project Manager
(Balfour Beatty)**



CVUSD Construction Coordinator



Director, M.O.C.



Owner (authorized agent)

Raymond Klerks / P.M.

Print Name / Title

08/11/2020

Date

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

08/11/2020

Date

Ken Burr / DSA Inspector

Print Name / Title

08/11/2020

Date

Mark Mercado / Project Manager

Print Name / Title

08/10/2020

Date

James Costa / Construction Coordinator,
Maintenance, Operations & Construction

Print Name / Title

8/21/2020

Date

Martin Silveira / Director of Maintenance, Operations
and Construction

Print Name / Title

8/25/20

Date

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

Print Name / Title

8/28/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 05)

=====

BACKGROUND

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

Change Order	Contractor	Amount
3	Bid Package 05-Wood Framing-Tomahawk Builders, Inc.	(\$13,385.18)
	Previously Approved Change Orders:	\$42,444.44
	Bid Amount:	\$1,840,777.00
	Revised Total Project Amount:	\$1,869,836.26

The change order results in a net decrease of \$13,385.18 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

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

FISCAL IMPACT

(\$13,385.18) to Building Fund 21.



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/11/2020 BID #: 18-19-08F CHANGE ORDER: 003

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

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

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

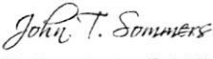
ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance amount line items 6-10, column H
	Requested by:	District
	Change in Contract Sum:	<\$13,385.18> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 003 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$1,840,777.00</u>
Previously approved change order amount(s):	<u>\$42,444.44</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$13,385.18></u>
The new contract amount including this change order will be:	<u>\$1,869,836.26</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/20</u>

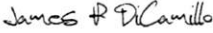
APPROVED BY:



SignNow e-signature ID: fcf2b03bf...
08/12/2020 20:20:48 UTC
Contractor (Tomahawk Builders)

John T. Sommers / President
Print Name / Title

08/12/2020
Date



SignNow e-signature ID: e3a63d9fb5...
08/13/2020 16:05:59 UTC
Architect (WLC Architects)

Jim Dicamillo / President
Print Name / Title

08/13/2020
Date



SignNow e-signature ID: 442711de51...
08/13/2020 16:05:59 UTC
DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector
Print Name / Title

08/13/2020
Date



SignNow e-signature ID: 17c9974ce3...
08/12/2020 07:25:42 UTC
Construction Project Manager
(Balfour Beatty)

Mark Mercado / Project Manager
Print Name / Title

08/11/2020
Date



CVUSD Construction Coordinator

James Costa / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

8/21/2020
Date



Director, M.O.C.

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

8/25/20
Date



Owner (authorized agent)

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

8/28/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 08)

=====

BACKGROUND

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

Change Order	Contractor	Amount
3	Bid Package 08-Sheet Metal/Metal Panels-United Contractors	(\$7,458.00)
	Previously Approved Change Orders:	\$8,822.00
	Bid Amount:	\$230,000.00
	Revised Total Project Amount:	\$231,364.00

The change order results in a net decrease of \$7,458.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

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

FISCAL IMPACT

(\$7,458.00) to Building Fund 21.



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/10/2020 BID #: 18-19-08F CHANGE ORDER: 002

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 08 - United Contractors

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

ITEM NO. 1:	Description:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance amount line items 10 & 13, column H
	Requested by:	District
	Change in Contract Sum:	<\$7,458.00> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 002 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$230,000.00</u>
Previously approved change order amount(s):	<u>\$8,822.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$7,458.00></u>
The new contract amount including this change order will be:	<u>\$231,364.00</u>
The original contract completion date:	<u>01/03/20</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/20</u>

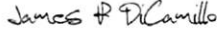
APPROVED BY:



SignNow e-signature ID: 967702df16...
08/13/2020 08:28:00 UTC
Contractor (United Contractors)

Jon Christiansen / President
Print Name / Title

08/13/2020
Date



SignNow e-signature ID: 071b3d30b1...
08/14/2020 13:04:37 UTC
Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP
Print Name / Title

08/14/2020
Date



SignNow e-signature ID: 449fa38c4e...
08/14/2020 08:09:17 UTC
DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector
Print Name / Title

08/13/2020
Date



SignNow e-signature ID: d7b404dff3...
08/11/2020 08:23:37 UTC
Construction Project Manager
(Balfour Beatty)

Mark Mercado / Project Manager
Print Name / Title

08/10/2020
Date



CVUSD Construction Coordinator

James Costa / Construction Coordinator,
Maintenance, Operations & Construction
Print Name / Title

8/21/2020
Date



Director, M.O.C.

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

8/25/20
Date



Owner (authorized agent)

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

8/28/20
Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Gregory J. Stachura, Assistant Superintendent, Facilities, Planning, and Operations
Anna G. Hamilton, Director, Purchasing
SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 10)

=====

BACKGROUND

On November 15, 2018, the Board of Education awarded Bid 18-19-08F, Ayala HS New Science Lab Building BP 10 to E & R Glass Contractors, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	Bid Package 10-Glass/Glazing-E & R Glass Contractors, Inc.	(\$5,300.00)
	Bid Amount:	\$48,900.00
	Revised Total Project Amount:	\$43,600.00

The change order results in a net decrease of \$5,300.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 18-19-08F, Ayala HS New Science Lab Building (BP 10).

FISCAL IMPACT

(\$5,300.00) to Building Fund 21.

NE:GJS:AGH:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/13/2020 BID #: 18-19-08F CHANGE ORDER: 001

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: BP 10 – E&R Glass

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:	Remaining Unused Allowance credited back to CVUSD
	Reason:	Unused Allowances
	Document Ref:	SOV Remaining Allowance Amount line items 4 & 5, column H
	Requested by:	District
	Change in Contract Sum:	<\$5,300.00> / DEDUCT
	Time Extension:	0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

CONTRACT SUMMARY

The original contract amount was:	<u>\$48,900.00</u>
Previously approved change order amount(s):	<u>\$0.00</u>
The contract amount will be increased/decreased by this Change Order:	<u><\$5,300.00></u>
The new contract amount including this change order will be:	<u>\$43,600.00</u>
The original contract completion date:	<u>01/03/2020</u>
The contract time will be increased/decreased by days:	<u>0</u>
The date of completion as a result of this Change Order is:	<u>01/03/2020</u>

APPROVED BY:



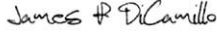
SignNow e-signature ID: 42d6f88d12...
Contractor (F&R Glass)

Eric A. Dryden - President

Print Name / Title

08/13/2020

Date



SignNow e-signature ID: 268043eed0...
Architect (WLC Architects)

Jim DiCamillo / President, Architect, AIA LEED AP

Print Name / Title

08/14/2020

Date



SignNow e-signature ID: eabca6f31b...
DSA Inspector of Record
(Knowland Construction Services)

Ken Burr / DSA Inspector

Print Name / Title

08/13/2020

Date



SignNow e-signature ID: 57d0d53959...
Construction Project Manager
(Balfour Beatty)

Mark Mercado / Project Manager

Print Name / Title

08/13/2020

Date



CYUSD Construction Coordinator

James Costa / Construction Coordinator,
Maintenance, Operations & Construction

Print Name / Title

8/24/2020

Date



Director, M.O.C.

Martin Silveira / Director of Maintenance, Operations
and Construction

Print Name / Title

8/25/20

Date



Owner (authorized agent)

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

Print Name / Title

8/28/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 18-19-08F, AYALA HS NEW SCIENCE LAB BUILDING (BP 18)

=====

BACKGROUND

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

Change Order	Contractor	Amount
6	Bid Package 18-Plumbing/Site Utilities-Emyrean Plumbing	\$6,408.00
	Previously Approved Change Orders:	\$95,146.00
	Bid Amount:	\$1,544,485.00
	Revised Total Project Amount:	\$1,646,039.00

The change order results in a net increase of \$6,408.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

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

FISCAL IMPACT

\$6,408.00 to Building Fund 21.



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division
 5130 Riverside Drive
 Chino, CA 91710
 Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/10/2020 BID #: 18-19-08F CHANGE ORDER: 006

PROJECT: Ayala High School New Science / Lab Building

DSA APPLICATION #: 04-117359 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

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

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

- | | | |
|-------------|-------------------------|--|
| ITEM NO. 1: | Description: | Raise floor drains in each classroom for new flooring that is being installed by CVUSD |
| | Reason: | The finish floor on the 1 st and 2 nd floor are polished concrete but was preferred to have Owner Furnished Owner Installed LVT installed to minimize the appearance of any superficial cracks. This required the concrete embedded drains to be chipped out and raised by the thickness of the new LVT Flooring for proper drainage in the classrooms. This work was performed on T&M. |
| | Document Ref: | Empyrean Plumbing CO 22 |
| | Requested by: | WLC Architects |
| | Change in Contract Sum: | \$2,744.00 / ADD |
| | Time Extension: | 0 Calendar days |
| ITEM NO. 2: | Description: | Reroute existing underground irrigation lines that were in conflict with the new fence line and fence post footings |
| | Reason: | The existing underground irrigation lines were not shown on any as-builts and were found during the excavations of the fence posts. The existing irrigation line was in direct conflict with the fence post footings and needed to be rerouted out of the excavations. This scope of work included excavating the existing line, excavate a new route away from the fence line, install the new irrigation line, and backfill the excavated areas. This work was performed on T&M. |
| | Document Ref: | Empyrean Plumbing CO 21 |

Requested by: WLC Architects
 Change in Contract Sum: \$3,664.00 / ADD
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 06 ITEMS

CONTRACT SUMMARY

The original contract amount was: \$1,544,485.00
 Previously approved change order amount(s): \$95,146.00
 The contract amount will be increased/decreased by this Change Order: \$6,408.00
 The new contract amount including this change order will be: \$1,646,039.00
 The original contract completion date: 01/03/20
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 01/03/20

APPROVED BY:

	Nicholas Farmer / Project Manager,	08/24/2020
Contractor (Empyrean Plumbing)	Print Name / Title	Date
	Jim DiCamillo / President, Architect, AIA LEED AP	08/24/2020
Architect (WLC Architects)	Print Name / Title	Date
	Ken Burr / DSA Inspector	08/24/2020
DSA Inspector of Record (Knowland Construction Services)	Print Name / Title	Date
	Trevor Perry / Project Manager	08/24/2020
Construction/Project Manager (Balfour Beatty)	Print Name / Title	Date
	James Costa / Construction Coordinator, Maintenance, Operations & Construction	8/25/2020
CVUSD Construction Coordinator	Print Name / Title	Date
	Martin Silveira / Director of Maintenance, Operations and Construction	8/25/2020
Director, M.O.C.	Print Name / Title	Date
	Gregory Stachura / Assistant Superintendent, Facilities, Planning & Operations Department	8/28/20
Owner (authorized agent)	Print Name / Title	Date

Change Order No. 06

Page 2 of 2

Rev. 9/13/19

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-19F, CHINO HILLS HS ADMINISTRATIVE OFFICE RECONSTRUCTION

=====

BACKGROUND

On October 17, 2019, the Board of Education awarded Bid 19-20-19F, Chino Hills HS Administrative Office Reconstruction to R. Dependable Construction, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1	R. Dependable Construction, Inc.	\$29,730.16
	Bid Amount:	\$436,000.00
	Revised Total Project Amount:	\$465,730.16
	Retention Amount:	\$23,286.51

The change order results in a net increase of \$29,730.16 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$465,730.16. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on January 25, 2020.

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

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

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

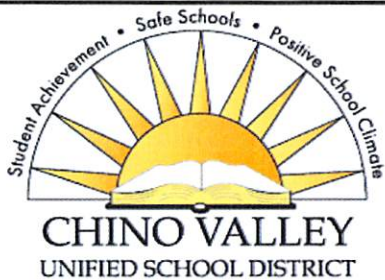
RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-19F, Chino Hills HS Administrative Office Reconstruction.

FISCAL IMPACT

\$29,730.16 to Building Fund 21.

NE:GJS:AGH:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 7/31/20 BID #: 19-20-19F CHANGE ORDER: #1

PROJECT: Chino Hills HS Admin Office Reconstruction

DSA APPLICATION #: 04-118198 DSA FILE #: 36-H3

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: R Dependable Construction *hrc*

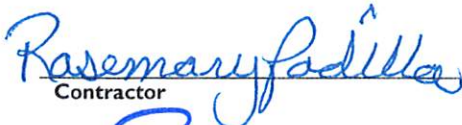
The Contractor is hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1:	Description:	Adjustment of project's total costs
	Reason:	Resolution of deleted and additive scope of work.
	Document Ref:	Chino Hills HS Admin Office Recon – Change Order Worksheet
	Requested by:	CVUSD
	Change in Contract Sum:	\$29,730.16
	Time Extension:	0 Calendar days

CONTRACT SUMMARY

The original contract amount was:	<u>\$436,000.00</u>	<i>h</i>
Previously approved change order amount(s):	<u>\$0</u>	<i>h</i>
The contract amount will be increased/decreased by this Change Order:	<u>\$29,730.16</u>	<i>h</i>
The new contract amount including this change order will be:	<u>\$465,730.16</u>	<i>h</i>
The original contract completion date:	<u>N/A</u>	
The contract time will be increased/decreased by days:	<u>N/A</u>	
The date of completion as a result of this Change Order is:	<u>N/A</u>	

APPROVED BY:


Contractor

Rosemary Padilla

Print Name / Title

08/03/20

Date


Architect

Jim Dicamillo

Print Name / Title

8/5/20

Date


DSA Inspector of Record

Frank Sands

Print Name / Title

8-17-2020

Date

N/A
Construction/Project Manager

—
Print Name / Title

—
Date


CVUSD Construction Coordinator

Sam Sousa

Print Name / Title

8/11/20

Date


Director, M.O.C.

Martin Silveira / Director of Maintenance, Operations and Construction

Print Name / Title

8/22/20

Date


Owner (authorized agent)

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

Print Name / Title

8/25/20

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR BID 19-20-34F, CATTLE ES, MAGNOLIA JHS, AND RAMONA JHS CONCRETE ALTERATIONS

=====

BACKGROUND

On May 7, 2020, the Board of Education awarded Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alteration to Oak Hills Concrete. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1 – Cattle ES	Oak Hills Concrete	\$23,800.80
	Bid Amount:	\$221,257.00
	Revised Total Project Amount:	\$245,057.80
	Retention Amount:	\$12,252.89

Change Order	Contractor	Amount
1 – Magnolia JHS	Oak Hills Concrete	\$0
	Bid Amount:	\$100,248.00
	Revised Total Project Amount:	\$100,248.00
	Retention Amount:	\$5,012.40

Change Order	Contractor	Amount
1 – Ramona JHS	Oak Hills Concrete	\$8,552.55
	Bid Amount:	\$56,036.00
	Revised Total Project Amount:	\$64,588.55
	Retention Amount:	\$3,229.43

The change order results in a net increase of \$32,353.35 to the construction cost and no change in contract time. The revised total project cost, including all change orders, is \$409,894.35. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on July 17, 2020.

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

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-34F, Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations.

FISCAL IMPACT

\$32,353.35 to Building Fund 21.

NE:GJS:AGH:pw



CHINO VALLEY UNIFIED SCHOOL DISTRICT

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 1200 Fax: 909.548.6034

CHANGE ORDER

DATE: 8/7/2020 BID #: 19-20-34F CHANGE ORDER: #1

PROJECT: Cattle ES, Magnolia JHS, and Ramona JHS Concrete Alterations

DSA APPLICATION #: Cattle ES #04-117035 Magnolia JHS #04-117362
Ramona JHS #04-117363

OWNER: Chino Valley Unified School District

ARCHITECT: WLC Architects CONTRACTOR: Oak Hills Concrete

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: Handrails at Bldg. B
Reason: Handrails required to achieve compliance at sloped path of travel at Cattle ES.
Document Ref: Change Order Request No. 01
Requested by: Frank Sands (IOR, Team Inspections)
Change in Contract Sum: \$6,913.80
- ITEM NO. 2: Description: Conduit repair
Reason: Repair of unforeseen underground conduit damaged during demo at Cattle ES. Conduit not shown on plans.
Document Ref: Change Order Request No. 02
Requested by: Sam Sousa (Construction Coordinator, CVUSD)
Change in Contract Sum: \$2,837.45
- ITEM NO. 3: Description: Additional asphalt demo and paving
Reason: Additional asphalt needed to achieve level transition between path of travel and existing asphalt at Cattle ES.
Document Ref: Change Order Request No. 03
Requested by: District
Change in Contract Sum: \$14,049.55

ITEM NO. 4: Description: Additional concrete demo and new concrete slab
Reason: Existing concrete slab out of compliance, new slab to achieve compliant path of travel at Ramona JHS
Document Ref: Change Order Request No. 04
Requested by: District
Change in Contract Sum: \$8,552.55


END OF CHANGE ORDER NO. 01 ITEMS

PROJECT SUMMARY				
	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Cattle ES	\$221,257.00	\$0.00	\$23,800.80	\$245,057.80
Magnolia JHS	\$100,248.00	\$0.00	\$0.00	\$100,248.00
Ramona JHS	\$56,036.00	\$0.00	\$8,552.55	\$64,588.55
Totals:	\$377,541.00	\$0.00	\$32,353.35	\$409,894.35

CONTRACT SUMMARY

The original contract amount was:	_____	\$377,541.00
Previously approved change order amount(s):	_____	\$000.00
The contract amount will be increased/decreased by this Change Order:	_____	\$32,353.35
The new contract amount including this change order will be:	_____	\$409,894.35
The original contract completion date:	07/17/20	
The contract time will be increased/decreased by days:	0	
The date of completion as a result of this Change Order is:	07/17/20	

APPROVED BY:



 Contractor

Kyle Jergensen (Oak Hills Concrete)

 Print Name / Title

8/20/2020

 Date



 Architect

Jim DiCamillo (WLC Architects)

 Print Name / Title

8/26/20

 Date



 DSA Inspector of Record

Frank Sands (Team Inspections)

 Print Name / Title

8-26-2020

 Date

 Construction/Project Manager

 Print Name / Title

 Date



 CVUSD Construction Coordinator

Sam Sousa

 Print Name / Title

8/26/20

 Date



 Director, M.O.C.

Martin Silveira / Director of Maintenance, Operations
 and Construction

 Print Name / Title

8/27/20

 Date



 Owner (authorized agent)

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

 Print Name / Title

8/31/20

 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2021-04	Oak Ridge ES Fun Club Portable Refresh	John Buck dba J2 Builders	\$23,000.00	N/A	\$23,000.00	01
CC2021-05	District Wide Palm Tree Pruning	Mission Landscape Co., Inc.	\$18,283.00	N/A	\$18,283.00	01
CC2021-06	Ayala HS and Chino Hills HS Pool Repairs	Horizon Mechanical Contractors of California	\$19,500.00	N/A	\$19,500.00	01

Documentation indicating satisfactory completion and compliance with specifications has been obtained from the following individuals: John Buck, Contractor; Mission Landscape Co., Inc., Contractor; Horizon Mechanical Contractors of California, Contractor; Jonathan Campbell, Project Manager; Alex Rivera, Project Manager; and Martin Silveira, Director, Maintenance, Operations, and Construction.

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

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

RECOMMENDATION

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

FISCAL IMPACT

\$60,783.00 to General Fund 01.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources
SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

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BACKGROUND

Board approval of personnel transactions is required by Board Bylaw 9324 Bylaws of the Board - Minutes and Recordings and Education Code 35163. Included are new hires based on need, which includes replacements, growth, and/or class size reduction.

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the certificated/classified personnel items.

FISCAL IMPACT

All personnel assignments are within the approved staffing ratio for the appropriate school year budget.

NE:RR:IB:ED:mcm

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2020/2021 SCHOOL YEAR

MARTINEZ, Stephanie	PE Teacher	Chino HS	09/14/2020
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RESIGNATION

DAWSON, Cynthia	English Teacher	Ramona JHS	09/22/2020
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TEACHER INDUCTION MENTORS 2020/2021 SCHOOL YEAR

MCDERMOTT, Megan	Teacher Induction Mentor	Chaparral ES	09/04/2020
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APPOINTMENT - EXTRA DUTY

DELGADO, Albert (NBM)	Football (B)	Chino Hills HS	09/18/2020
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CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

HILL, Erin	IA/Special Ed (SELPA/GF)	Ramona JHS	TBD
HABERMEHL, Patricia	Bus Driver (GF)	Transportation	TBD

CHANGE OF ASSIGNMENT

MANGOLD, Misty	FROM: Central Kitchen Asst. I (NS) 3 hrs./181 work days TO: Nutrition Services Asst. II (NS) 3 hrs./181 contract days	Magnolia JHS Ayala HS	TBD
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ADDITIONAL ASSIGNMENT

QUINTERO, Edith	IA/Special Education (SELPA/GF)	Ramona JHS	TBD
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LEAVE OF ABSENCE

LARA, Steven	Groundswoker II (GF)	Maintenance	06/24/2020 through 10/31/2020
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RESIGNATION OF POSITION

DE LA TORRE, Maria	Child Care Specialist (CDF)	Country Springs FC	08/31/2020
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RESIGNATION

GUERRA, Marlo	Playground Supervisor (GF)	Butterfield Ranch ES	09/11/2020
VELASQUEZ, Maribel	IA/Elementary Grade Level (C)	Dickson ES	08/26/2020
ESTRELLADO, Leonora	IA/Elementary Grade Level (C)	Liberty ES	09/11/2020

RETIREMENT

SHULER, Debra (19 Years of Service)	IA/Special Education (SELPA/GF)	Litel ES	10/23/2020
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(504)	= Federal Law for Individuals with Handicaps
(ACE)	= Ace Driving School
(ABG)	= Adult Education Block Grant
(ASB)	= Associated Student Body
(ASF)	= Adult School Funded
(ATE)	= Alternative to Expulsion
(B)	= Booster Club
(BTSA)	= Beginning Teacher Support & Assessment
(C)	= Categorically Funded
(CAHSEE)	= California High School Exit Exam
(CC)	= Children's Center (Marshall)
(CDF)	= Child Development Fund
(CSR)	= Class Size Reduction
(CVLA)	= Chino Valley Learning Academy
(CWY)	= Cal Works Youth
(E-rate)	= Discount Reimbursements for Telecom.
(G)	= Grant Funded
(GF)	= General Fund
(HBE)	= Home Base Education
(MM)	= Measure M – Fund 21
(MAA)	= Medi-Cal Administrative Activities
(MH)	= Mental Health – Special Ed.
(NBM)	= Non-Bargaining Member
(ND)	= Neglected and Delinquent
(NS)	= Nutrition Services Budget
(OPPR)	= Opportunity Program
(PFA)	= Parent Faculty Association
(R)	= Restricted
(ROP)	= Regional Occupation Program
(SAT)	= Saturday School
(SB813)	= Medi-Cal Admin. Activities Entity Fund
(SELPA)	= Special Education Local Plan Area
(SOAR)	= Students on a Rise
(SPEC)	= Spectrum Schools
(SS)	= Summer School
(SWAS)	= School within a School
(VA)	= Virtual Academy
(WIA)	= Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

SUBJECT: STUDENT TEACHING AGREEMENT WITH CALIFORNIA BAPTIST UNIVERSITY

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BACKGROUND

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with California Baptist University.

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

RECOMMENDATION

It is recommended the Board of Education approve the student teaching agreement with California Baptist University.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



CLINICAL EXPERIENCES AGREEMENT

This Clinical Experience Agreement (the “Agreement”) is entered into by and between California Baptist University (“CBU”) and **CHINO VALLEY UNIFIED SCHOOL DISTRICT** (the “District”) effective on the date specified in Article I below. CBU and District are each a “Party” and are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. Pursuant to the provisions of Section 1065 of the California Education Code, the governing board of any District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher education curricula of such institution; and

B. Any such agreement may provide for the payment in money or in services for such services rendered by the District an amount not to exceed the actual cost of the District services rendered by the District:

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

ARTICLE I - SPECIAL PROVISIONS

The Parties through the signatures of their authorized representatives below agree to enter into the following agreement(s). Check all that apply (X):

- Article II: Student Teaching/Clinical Practice Agreement
- Article III: Teaching Internship Agreement
- Article IV: School Psychology Practicum/Pre-Internship Fieldwork Agreement (450 hours)
- Article V: School Psychology Final Fieldwork/Internship (1200 hours)
- Article VI: School Counseling Internship and Fieldwork Agreement

The Parties agree that the terms of this Article 1 are incorporated by reference into each of the agreements selected by the Parties above which shall form the Parties’ Agreement.

- 1. EFFECTIVE DATE.** The effective date of this Agreement is September 18, 2020.
- 2. TERM OF AGREEMENT.** The Term of the Agreement is from September 18, 2020- June 30, 2025.
- 3. NOTICES.** Any notice required to be served hereunder shall be in writing and shall be delivered in person or by certified or registered mail at the address set forth below:

California Baptist University School of Education 8432 Magnolia Avenue Riverside, CA 92504	Chino Valley Unified School District 5130 Riverside Drive Chino, CA 91710
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4. SERVICES.

- a. Student Teaching: Not to exceed one (1) teaching assignment per teacher per semester or fourteen- week session.
- b. School Psychology: Number of students per supervising psychologist varies by site.
- c. School Counseling: Number of students per supervising counselor varies by site.

5. PAYMENT. CBU will pay for each session of full-time or part-time clinical practice supervision provided pursuant to this Agreement at the rate specified below:

- a. Student Mentor Teacher. \$150 per student teaching assignment and one (1) graduate course voucher.
- b. School Psychology Mentor/Supervisor. \$100 per term and one (1) graduate course voucher.
- c. School Counseling Mentor/Supervisor. \$100 per term and one (1) graduate course voucher.

6. METHOD OF PAYMENT. Pursuant to District policy, CBU shall submit payment directly to the District.

7. NO OBLIGATION FOR PAYMENT. Unless otherwise specified herein, CBU shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in Article I herein.

8. INDEMNIFICATION. The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, affiliates, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney’s fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, affiliates, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorney’s fees are caused by or result from the negligent or intentional acts or omissions of either party.


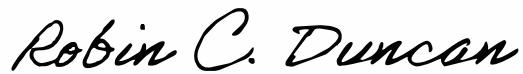
9. COMPLIANCE WITH EDUCATION CODE SECTION 45125.1. CBU agrees to comply with all provisions of Education Code Section 45125.1 and District procedures relating to fingerprinting and criminal background checks. It will conduct criminal background checks of all students assigned to the District, and will certify that no students who have been convicted of serious or violent felonies as specified, will have contact with the pupils, pursuant to this Agreement. CBU must provide the District with a list of all CBU students providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to

comply with this requirement may result in, at the District's sole discretion, termination of this Agreement.

10. **TB TEST.** CBU shall provide District with proof of negative TB test, upon request, of each CBU student subject to this Agreement, current within one (1) year of clinical practice.
11. **CERTIFICATE OF CLEARANCE.** In accordance with PC 11105.3, pre-service teachers and fieldwork/clinical practice candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice and reported to the California Commission on Teacher Credentialing, including fingerprint clearance, is complete. CBU is responsible for ensuring that the certificate of clearance is valid as long as the student is enrolled in the program. Subsequent arrest records received by the District will be cause for a District review of continued candidate suitability. CBU or the District will determine if the student will be removed from the clinical practice assignment.
12. **RESPONSIBILITY FOR UNIVERSITY'S ACADEMIC PROGRAM.** CBU shall have exclusive control over all academic issues involving CBU's programs, which shall include, without limitation: selection of course content and required textbooks, delivery of instructional programs, selection and approval of faculty, admission, registration and retention of candidates, evaluation of candidates' prior experience and education, evaluation of candidates' academic progress, scheduling courses, awarding academic credit, and conferring degrees.
13. **INDEPENDENT CONTRACTOR STATUS.** This Agreement shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another.
14. **COOPERATION IN DISPOSITION OF CLAIMS.** The District and CBU agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however, that nothing shall require either the District or CBU to disclose any peer review documents, records or communications which are privileged under Section 115.7 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product doctrine.
15. **AMENDMENT.** This Agreement may be amended or modified only in writing signed by the Parties.
16. **ENTIRE AGREEMENT.** This Agreement (including all Agreements indicated in Article 1 herein inclusive of any exhibits and addendums thereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements.

- 17. NON-WAIVER.** No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
- 18. ASSIGNMENT.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 19. SEVERABILITY.** In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- 20. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or litigation concerning or arising out of this Agreement, both Parties agree to seek resolution of the dispute or litigation within the venue of the appropriate courts in the County of Riverside, State of California.
- 21. AUTHORIZATION WARRANTY.** Each of the Parties represents and warrants to the other that the individual(s) executing this Agreement is duly authorized to bind the party to the terms and obligations set forth in this Agreement.
- 22. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The Parties further agree that facsimile or scanned signatures will constitute original signatures for purposes of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

<p>DISTRICT</p> <p>Chino Valley Unified School District</p> <p>By: _____ Richard Rideout Assistant Superintendent Human Resources</p>	<p>CBU</p> <p>California Baptist University</p> <p>By:  _____ Mark Howe Vice President for Finance and Administration</p>
	<p>By:  _____ Robin Duncan, Ed.D. Dean, School of Education</p>

ARTICLE II – STUDENT TEACHING/CLINICAL PRACTICE

1. **LOCATION AND SUPERVISION.** The District shall provide teaching experience through student teaching to schools and classes of the District, not to exceed the number of student teaching assignments set forth in the special provisions. Such student teaching shall be provided in such schools or classes of the District under the direct supervision and instruction of such employees of the District, as the District and CBU through their duly authorized representatives may agree upon.
2. **REFUSAL OF ASSIGNMENT.** The District may refuse to accept for student teaching any student of CBU assigned to student teaching in the District. Upon District’s refusal, CBU shall withdraw the assignment of any Student Teaching candidate.
3. **DEFINITION.** For the purposes of this Agreement, "Student Teaching" means active participation in the duties and function of classroom teaching under the direct supervision and instruction of the employees of the District who hold valid clear teaching credentials issued by the California Commission for Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
4. **ACADEMIC YEAR.** For the purposes of this Agreement, the term “Academic Year” means the period of time each year that the District’s schools are open and classes are held.
5. **DISTRICT EMPLOYED SUPERVISOR (DES)/ MENTOR TEACHER REQUIREMENTS:**
 - (a) District employed supervisors must have completed a minimum of three (3) years successful teaching experience.
 - (b) District employed supervisors must have been rated as exemplary teachers by the employer.
 - (c) District employed supervisors must hold the same credential as the assigned student teaching candidate.
 - (d) District employed supervisors must complete or provide evidence of meeting the California Commission on Teacher Credentials 10-hour professional development requirement.
 - (e) District employed supervisors for multiple subject candidates must teach the 4 core content areas (Language Arts, Math, Science, and Social Science).
 - (f) District employed supervisors must be prepared to provide candidates with weekly verbal and written feedback and appropriate support for edTPA requirements as outlined in the Mentor Teacher Handbook.
6. **PLACEMENT.** Student Teaching candidates must be placed in a classroom with a population of diverse learners to include English Language Learners or students struggling with academic language. In addition, multiple subject candidates must be placed in a classroom in which all core subjects are taught.

- 7. PRACTICE TEACHING SESSIONS.** For the purposes of this Agreement, "Session of Student Teaching" means a full day of Student Teaching daily for five (5) days a week for seven (7) to fourteen (14) weeks for Multiple Subjects, Single Subject, and Education Specialist Credential candidates. For Student Teaching, the Multiple Subject, Single Subject, and Education Specialist credential candidates receive fifteen (15) semester units of Student Teaching credit. CBU shall determine the amount of college credit units assigned to Student Teaching.
- 8. STUDENT TEACHER ASSIGNMENT.** Student Teaching assignments in classes of schools of the District shall be for one (1) or two (2) sessions as mutually agreed between CBU and the District.
- 9. ASSIGNMENT EFFECTIVE DATE.** The Student Teaching assignment shall be deemed to be effective as of the date the Student Teacher presents to their assigned classroom upon confirmation from the CBU Clinical Coordinator.
- 10. TERMINATION OF ASSIGNMENT BY CBU.** If CBU terminates a Student Teaching assignment for any reason after a minimum of two (2) weeks after the assignment effective date, the District Employed Supervisor shall receive payment for one (1) assignment for such Student Teacher candidate as though there has been no termination of the assignment.

ARTICLE III –PAID TEACHING INTERNSHIP AGREEMENT

- 1. LOCATION AND SUPERVISION.** The District shall provide teaching experience through intern teaching to schools and classes of the District, not to exceed the number of intern teaching assignments set forth in the special provisions. Intern teaching shall be provided in schools or classes of the District under the direct supervision and instruction of employees of the District, as the District and CBU through their duly authorized representatives may agree upon.
- 2. TERMINATION OF ASSIGNMENT.** The District may refuse to accept any student of CBU assigned to intern teaching in the District. CBU may refuse a placement if it does not meet university program standard requirements and/or terminate the assignment of any Student Teacher.
- 3. DEFINITION.** For purposes of this Agreement, "Intern Teaching" means a full-time paid district position and active participation in the duties and function of classroom teaching under the direct supervision and instruction of the employees of the District who: (i) hold valid clear teaching credentials issued by the California Commission for Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the intern teaching is provided; and (ii) have completed a minimum of three (3) years successful teaching experience.
- 4. DISTRICT AGREES TO:**
 - (a)** Require candidates to have an intern eligibility letter from CBU before proceeding with an interview for employment.
 - (b)** Ensure that the CBU intern ("Intern") selected for the internship is supported and is adequately supervised.
 - (c)** Ensure that the District employed supervisor ("DES") mentor has the following qualifications: (i) valid corresponding clear or life credential; (ii) three (3) years successful teaching experience; and (iii) English Learner ("EL") Authorization.
 - (d)** Ensure that a minimum of seventy-two (72) hours of support, mentoring, and supervision shall be provided per Academic Year by DES in the following activities: (i) content-specific coaching such as math coaches or reading coaches; (Coaching separate from evaluation by administration); (ii) grade level or department meetings related to curriculum planning and/or instruction; (iii) new teacher orientation; (iv) classroom observations and coaching; (v) co-planning demonstration lessons and/or co-teaching activities with mentor/coach; (vi) activities and/or workshops specifically addressing issues in Intern's classroom which are co-attended by Intern and support person(s); and (vii) editing of work-related writings such as letters to parents, announcements, PowerPoint presentations or other such writings.

- (e) Ensure that the Intern is supported and is adequately supervised specific to the needs of ELs.
- (f) Identify an individual who will be immediately available to assist Intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction through in-classroom modeling and coaching as needed. The individual assisting Intern may be the same mentor provided he/she has an EL authorization and is immediately available.
- (g) Ensure that an additional twenty-four (24) hours of support, mentoring, and supervision shall be provided per Academic Year in the following activities and distributed in a manner that sufficiently support Intern's development of knowledge and skills in the instruction of ELs: (i) content-specific EL coaching in the classroom; (ii) co-planning with special educator or EL expert to address included special needs students and/or ELs; (iii) release time for participation in district group/regional group such as Early Learning Advisory Council ("ELAC") or District English Learners Advisory Committee ("DELAC"); (iv) review and discuss test results such as the English Language Proficiency Assessments for California (ELPAC) and other standardized tests with colleagues; and (v) weekly planning or review of plans with EL authorized credential holder.
- (h) Evaluate the Intern's performance and notify the CBU supervisor immediately, preferably by email, of any cause of dissatisfaction with, misconduct of, or any other difficulties in the work performance of the Intern.

5. CBU AGREES TO:

- (a) Ensure that Intern candidates have earned bachelor's degrees and have met the minimum preservice hours in methods courses prior to receiving an intern eligibility letter.
- (b) Ensure Intern is supervised and is provided with adequate support. All activities of supervision and support will be monitored, documented and recorded on file at CBU.
- (c) Ensure that the CBU supervisor will have the following qualifications: (i) current knowledge in the content area they will supervise; (ii) understands the concept of public schooling; (iii) has the ability to model best professional practices in teaching, learning, scholarship, and service; (iv) is knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity; and (v) has a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- (d) Ensure that a minimum of seventy-two (72) hours of support, mentoring and supervision per semester by CBU supervisor will be provided in the following activities: (i) seminars (including problem-solving issues with students, curriculum, instruction, Teacher Performance Expectation ("TPE")) offered in person or via web-enabled video conference, webinar or other video-conferencing media; (ii) peer/faculty support such as discussion debriefing teaching day at start of each class; (iii) classroom observations and coaching; (iv) email, phone including voice or text, and/or video conferencing support related to

observation, problem-solving, planning and curriculum; (v) interactive journal for Support/Supervisor and Intern; and (vi) editing of work-related writing such as letters to parents, announcements, PowerPoint presentations or other such writings.

- (e) Ensure that the Intern is supervised and has adequate support specific to the needs of ELs. All activities of supervision and support shall be monitored, documented, and recorded on file at CBU.
- (f) Provide supervision including in-classroom coaching specific to the needs of ELs.
- (g) Ensure that an additional twenty-one (21) hours of support, mentoring, and supervision shall be provided per Academic Year in the following activities and distributed in a manner that sufficiently support Intern's development of knowledge and skills in the instruction of ELs: (i) content-specific EL coaching in the classroom; (ii) observe Specifically Designed Academic Instruction Delivered in English ("SDAIE") and/or English Language Development ("ELD") lessons online or in person; (iii) Intern observation of other teachers using EL strategies in other classrooms; and seminars including problem-solving issues with EL students, curriculum, instruction, EL strategies, offered in person or via the web-enabled video conference, webinar or other video-conferencing media.

6. **INTERN TEACHING SESSIONS.** For purposes of this Agreement, "Session of Intern Teaching" is considered to be a full day of intern teaching daily for five (5) days a week for a minimum of twelve (12) weeks for Multiple Subjects, Single Subject, and Education Specialist Credential candidates. Internship requires full-time teaching.
7. **INTERN EFFECTIVE DATE.** The date of the agreement signed between the student and District shall be deemed the Intern Effective Date.
8. **NO OBLIGATION FOR PAYMENT.** Notwithstanding any other provisions of this Agreement, CBU shall not be obligated by this Agreement to pay the District any amount.

ARTICLE IV – SCHOOL PSYCHOLOGY PRACTICUM/FIELDWORK EXPERIENCE AGREEMENT (UNPAID)

- I. PROGRAM REQUIREMENTS.** Each candidate accepted into the School Psychology Internship Program (the “Program”) shall meet all of the following minimum criteria:
- A.** Holds a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B.** Valid Certificate of Clearance, which includes fingerprinting.
 - C.** Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient course work in school counseling or school psychology to perform the duties necessary of the above-mentioned positions.
 - D.** Interview and screening by CBU staff in accordance with CBU’s policies and practices. CBU reserves the right of final determination on a candidate’s acceptance into CBU’s academic program which may qualify a candidate for eligibility for Program.
 - E.** Hold a TB clearance valid prior to and for the duration of their placement. CBU candidates are required to have TB clearance renewed each year.
 - F.** All other service preconditions required by state law or regulations, which may be amended from time to time.
- II. PLACEMENT OF CANDIDATES.** The District shall assign candidates to assume the functions under the supervision of a District school psychologist, as outlined in the CBU practicum handbook.
- A.** The District and CBU shall coordinate the process of placement of candidates.
 - B.** The District will use its best efforts within the constraints of openings available to place candidates in environments to maximize success of Candidates (i.e., supportive principal, available peer support, school selection.)
 - C.** The District reserves the right to make the final determination on any candidate’s potential employment by the District.
 - D.** Neither the University nor the District shall unlawfully discriminate in the selection of, or participation by, any Intern pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability
- III. SUPERVISION OF CANDIDATES.** CBU shall provide practicum faculty and a practicum coordinator for candidates. Practicum faculty shall provide biweekly supervision to all practicum candidates in the practicum courses. CBU’s practicum coordinator, practicum faculty, and the District Supervisor shall provide input into evaluation of course requirements pursuant to CBU’s Pupil Personnel Services Practicum Handbook (CTC Standards).
- IV. PROGRAM SUPPORT.** District and CBU shall work collaboratively to provide support to the candidate to ensure success in practicum training.
- A.** The District shall provide a qualified supervisor to assist each candidate towards the completion of a total of 450 school-based clock hours over two years. CBU shall provide

each candidate with a practicum course taught by a program faculty member. The District and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a District supervisor be fully credentialed and have at least three (3) years' job experience.

- B.** The District supervisors, CBU practicum coordinator, and CBU practicum faculty will meet for yearly practicum supervisor training.
- C.** The CBU practicum coordinator will provide District supervisors with a Practicum Handbook that details a series of supervised experiences that provide for the application of pedagogical knowledge, skills and abilities as identified in the CTC SPPEs.
 - (1)** The District shall provide candidates with opportunities and specific experiences aligned with the CTC SPPEs, including, but not limited to the following: (a) data-based decision making, (b) consultation and collaboration, (c) interventions and support to develop academic skills, (d) behavior interventions and mental health services to develop social and life skills (e) direct and indirect services-school wide practice to promote learning, (f) school-wide practices to promote behavioral and mental health (g) family-school collaboration, (h) human diversity, (i) research and program evaluation, and (j) legal, ethical and professional practices and dispositions.
 - (2)** CBU shall provide candidates concurrent instruction in the practicum courses, supporting the fieldwork experience and providing a direct extension of program goals for training.
 - (3)** The District supervisor shall complete an evaluation of the candidate's practicum performance per school semester.
 - (4)** The District shall include candidates in appropriate District support programs and regularly scheduled staff development activities.

ARTICLE V – SCHOOL PSYCHOLOGY INTERNSHIP/FINAL FIELDWORK EXPERIENCE AGREEMENT (UNPAID)

- I. PROGRAM REQUIREMENTS.** Each candidate accepted into the Program shall meet all of the following minimum criteria:
- A. Holds a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B. Valid Certificate of Clearance, which includes fingerprinting.
 - C. Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient course work in school counseling or school psychology to perform the necessary duties of the required positions.
 - D. Interview and screening by the CBU staff in accordance with CBU’s policies and practices. The determination on a candidate’s acceptance into CBU’s academic program shall be made by CBU in its sole and absolute discretion.
 - E. Hold a TB clearance valid prior to and for the duration of their placement. CBU Candidates are required to have TB clearance renewed each year.
 - F. All other service preconditions required by state law or regulations, which may be amended from time to time.
- II. PLACEMENT OF CANDIDATES.** The District shall assign candidates to assume the functions under the supervision of a district school psychologist, as outlined in the CBU’s Pupil Personnel Services School Psychology Internship Handbook.
- A. The District and CBU shall coordinate the process of placement of candidates.
 - B. If a candidate chooses to apply for a full-time School Psychologist position, the candidate must supply the District with an intern eligibility letter as part of the application process. The District reserves the right to make the final determination on any intern’s employment by the District.
 - C. The District will use its best efforts within the constraints of openings available to place candidates in environments to maximize first year success of candidates (i.e., supportive principal, available peer support, school selection.)
 - D. The District reserves the right to make the final determination on any Candidate’s potential employment by the District.
 - E. Neither CBU nor the District shall unlawfully discriminate in the selection of, or participation by, any candidate pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability.
- III. SUPERVISION OF CANDIDATES.** CBU shall provide an internship supervisor and internship course for Candidates. CBU supervisors shall provide biweekly supervision to all candidates in the internship courses. CBU supervisors and the District shall provide input into the candidate’s evaluation for the purpose of course requirements, pursuant to CBU’s Pupil Personnel Services School Psychology Internship Handbook (CTC Standards).

IV. PROGRAM SUPPORT. The District and CBU shall work collaboratively to provide support to the Candidate to ensure success in internship training.

- A.** The District shall provide a qualified supervisor to assist each candidate towards the completion of 1200 school-based clock hours over the course of the internship year (full-time)/two years (part-time). CBU shall provide each candidate with an internship course taught by CBU supervisors. The District and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a District supervisor be fully credentialed and have at least three (3) years' job experience.
- B.** The District supervisors and CBU supervisors will meet with the candidate at least one time per semester to ensure the success of the candidate.
- C.** CBU supervisors will provide District supervisors with an Internship Handbook and Field Experience Plan that details a series of supervised experiences that provide for the application of pedagogical knowledge, skills and abilities as identified in the CTC SPPEs. The Field Experience Plan is reviewed and signed early in the field experience and is periodically reviewed and revised. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both CBU and the local supervisory personnel.
- D.** The District supervisor shall complete an evaluation of the candidate's internship performance per school semester (two evaluations over the internship year).
- E.** The District shall include candidates in appropriate District support programs and regularly scheduled staff development activities.

ARTICLE VI – SCHOOL COUNSELING INTERNSHIP AND FINAL FIELDWORK EXPERIENCE AGREEMENT (UNPAID)

- I. PROGRAM REQUIREMENTS.** Each intern accepted into the Program shall meet all of the following minimum criteria:
- A. Hold a baccalaureate degree(s) or higher degree(s) from regionally accredited institutions of postsecondary education.
 - B. Valid Certificate of Clearance.
 - C. Passed the California Basic Education Skills Test (“CBEST”) and has completed sufficient course work in school counseling or school psychology to perform the duties necessary of the required positions.
 - D. Interview and screening by CBU staff in accordance with CBU’s policies and practices. The determination on of an intern’s acceptance into CBU’s academic program shall be made by CBU in its sole and absolute discretion.
 - E. Interview and screening by the District staff, if required, in accordance with the District’s normal hiring policies and practices, to include:
 - i. District Human Resources interview and screening.
 - ii. District Administrator interview and screening.
 - iii. Completions of a background check to include a Department of Justice fingerprint clearance.
 - iv. Testing for illegal drug use as evidenced by the submission to a drug test.
 - v. Be free of active tuberculosis as evidenced by the submission to an examination within the past sixty (60) days in accordance with California Education Code 49406.
 - F. All other service preconditions required by State Law or regulations, which may be amended from time to time.
- II. PLACEMENT OF INTERNS.** The District shall assign Interns to assume the functions that are authorized by the credential held by the Intern.
- A. The District and CBU shall coordinate the process of placement of interns.
 - B. The District will use its best efforts within the constraints of openings available to place Interns in environments to maximize first-year success of Interns (i.e., supportive principal, available peer support, school selection.)
 - C. The District reserves the right to make the final determination on any intern’s employment by the District.
 - D. Neither CBU nor the District shall unlawfully discriminate in the selection of, or participation by, any intern pursuant to this Agreement because of ethnicity, religion, sex, sexual orientation, national origin, ancestry, age or disability.
 - E. CBU acknowledges that, as required by the Commission, the District shall not displace a certificated District employee with the placement of an intern.
- III. SUPERVISION OF INTERNS.** CBU shall provide site supervisors, (each a “University Supervisor”) for all interns. University Supervisors shall visit interns in the intern environment at least once per semester. Interns are employees of the District and subject to all of the rights

and obligations associated to such employment, including the normal certificated employee evaluation policies and practice. For employment purposes, the District shall be the sole evaluator of the intern, including the evaluation process, instrument and content. University Supervisors and the District shall provide input into the intern's evaluation for the purpose of course requirements, pursuant to CBU's Pupil Personnel Services Program Document (CTC Standards).

IV. PROGRAM SUPPORT. District and CBU shall work together collaboratively to provide the necessary support to the intern to ensure success.

- A.** The District and CBU shall each provide a qualified supervisor to assist each intern. District and CBU shall independently determine the qualifications of their respective supervisors. CBU requires that a field mentor be fully credentialed and at least two (2) years' job experience.
- B.** The District field mentor and CBU supervisor will meet together periodically with interns to ensure interns are following the California Standards for their specific credential.
- C.** The CBU supervisor and the District field mentor must agree upon a Learning Plan for the counseling intern's fieldwork experience. The plan includes the competencies the intern is expected to develop, the experiences used to attain the competencies, and a plan for determining competency attainment. All parties periodically review the Learning Plan.
- D.** The District shall assign a field mentor to the intern. District shall select and evaluate such field mentor in accordance with the District policies and practices.
- E.** The District shall include interns in appropriate District support programs and regularly scheduled staff development activities.
- F.** The duration and schedule of the fieldwork is to conform to the academic year of the school district, and the daily schedule is to conform to the hours of a typical school counselor, unless adjusted mutually by the CBU supervisor, the District field mentor, and the intern.
- G. CBU Supervisor Responsibilities:**
 - (1) Meet with school counseling intern regularly to review experience and for remediation as needed.
 - (2) Review program expectations and paperwork with field mentor at the onset of field placement.
 - (3) Maintain regular contact by email, phone, or meeting with field mentor to clarify expectations and monitor counseling intern's progress.
 - (4) Conduct on-site visitation during the academic year at least once per semester.
 - (5) Provide final evaluation of counseling intern for recommendation of credential.
- H. Field Mentor Responsibility:**
 - (1) Provide at least two hours of regularly scheduled supervision time each week with counseling intern.
 - (2) Help counseling intern understand rationale for actions and decisions.
 - (3) Provide experiences and materials needed for counseling intern to conduct activities identified in the Learning Plan.
 - (4) Keep CBU supervisor informed of counseling intern's progress (i.e., complete progress forms, emails, etc.).
 - (5) Provide feedback to Program for improvement.

V. RIGHTS AND RESPONSIBILITY OF INTERNS. Interns shall be deemed District employees for all purposes. As such, Interns shall be entitled to all rights and obligations normally afforded the District employees of like classification, assignment and working conditions.

- A.** Interns shall assume the full legal responsibility for the activities and assignment(s) they are given.
- B.** Interns shall be paid as “non-credentialed” employees commensurate with their assignment and the applicable collectively bargained Agreement for Certificated Bargaining Unit.
- C.** Subject to the limitations of California Education Code Section 44462, District reserves the right to adjust Intern’s compensation to cover supervision services pursuant to this Agreement.
- D.** Interns shall not acquire tenure while serving on an internship credential or in a “non-credentialed” status. Acquiring tenure shall be governed by the then-applicable California Education Code provisions.
- E.** Interns may be assigned to extracurricular activities. However, such assignments shall not present a conflict with the intern’s responsibilities at CBU.
- F.** Interns shall attend all assigned school and District in-service training sessions or orientations. Interns shall attend department and faculty meetings, parent-teacher conferences and back-to-school nights. If there is a conflict between such District events and CBU programs, District events shall take priority.
- G.** Interns shall not be entitled to additional days off or release time than what is afforded other employees of like classification, assignment and working conditions. Interns shall coordinate with their assigned school principal any planned days off for personal business or unpaid personal leave in order to meet any special requirements imposed on an intern by CBU to attend CBU classes or programs. If there is a conflict between such CBU obligations and normal responsibilities at the District, the normal responsibilities at the District shall take priority.
- H.** Interns shall comply with all federal, state and local statutes and regulations applicable to District certificated employees, including without limitation, laws relating to the confidentiality of student matters.
- I.** Interns shall obtain prior written approval of the District before publishing any materials relating to the internship experience.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: September 17, 2020

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Richard Rideout, Assistant Superintendent, Human Resources
Isabel Brenes, Director, Human Resources
Eric Dahlstrom, Ed.D., Director, Human Resources

SUBJECT: STUDENT INTERNSHIP AGREEMENT WITH THE UNIVERSITY OF PHOENIX

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BACKGROUND

Student teachers provide a high quality of learning, support, and practical classroom experience for professionals in training. The Chino Valley Unified School District has an opportunity to establish a student teaching agreement with the University of Phoenix.

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

RECOMMENDATION

It is recommended the Board of Education approve the student internship agreement with the University of Phoenix.

FISCAL IMPACT

None.

NE:RR:IB:ED:mcm



INTERNSHIP MEMORANDUM OF UNDERSTANDING UNIVERSITY OF PHOENIX – California

The University of Phoenix Internship Program is a California Commission on Teacher Credentialing (CCTC) approved program for the **Multiple and Single Subject Credentials**. The Internship Credential has the same legal status as the California Commission on Teacher Credentialing (CCTC) Preliminary Credential, except that it is only valid in one school district or consortium. For this reason, interns must have a contract before a credential can be issued. Each intern candidate will work under the direct and continuing supervision of a University of Phoenix Intern Supervisor and Employer Mentor who provides general support at the classroom level of the Intern's Employer.

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold a baccalaureate degree or higher from a regionally accredited institution of higher education in accordance with Education Code Section 44453,
- (2) **Pre-Service Requirement.** Each Multiple and Single Subject Internship program must include a minimum of 120 clock hours (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English learners.
- (3) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - a. Provisions for an annual evaluation of the district intern.
 - b. A description of the courses to be completed by the intern, if any, and a plan for the completion of pre-service or other clinical training, if any, including student teaching.
 - c. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- (4) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns (see expectations below). No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person in accordance with Education Code Section 44462.
- (5) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential in accordance with Education Code Section 44454. The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s) in accordance with Education Code Section 44458.

- (6) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved in accordance with Education Code Sections 44321 and 44452.
- (7) **Non-Displacement of Certificated Employees.** The institution and participating district must certify that interns do not displace qualified, certificated employees in participating districts.
- (8) **Length and Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities in accordance with Education Code Section 44325 (b).
- (9) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.
- (10) **Early Completion Option.** Each multiple and single subject intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential.

The University Intern Expectations

Participating interns must adhere and agree to the following.

- (1) All interns must obtain an approved teaching contract.
- (2) Each intern must hold an CA Intern Credential.
- (3) Interns must assume full teaching and legal responsibility for their assigned classroom pursuant to his/her teaching contract from the first day of the teaching assignment as a paid employee of the School District for at least one academic semester.
- (4) Interns will receive standard salary and benefits based on the assigned School District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher and agrees to attend department and faculty meetings and parent-teacher conferences as assigned by the school administration.
- (5) Interns may not coach extra-curricular activities nor be required to attend meetings that present a conflict with their current course schedule at the University of Phoenix.
- (6) Interns are expected to attend all school and district in-service training sessions whenever possible.
- (7) Interns agree to attend assigned District and School orientations that occur prior to the start of the school.
- (8) Interns are responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans to meet the needs of all students. The intern is expected to:
 - a. make preparations to accomplish his/her teaching responsibilities outside the classroom, which includes and is not limited to development of lesson plans for all students
 - b. abide by the policies of the school and district
 - c. meet administrative due dates
 - d. communicate with parents by letter, phone, and/or conference when necessary
 - e. maintain prompt and regular attendance
 - f. maintain a grade book according to the requirements of the school
 - g. conference with the University Supervisor and Mentor to discuss progress and receive feedback about his/her teaching performance
 - h. maintain classroom control and management of all students
 - i. provide proper supervision of the students

- j. complete the University of Phoenix Progression Requirements for its Master of Arts/Teacher Education Program through continuous enrollment
- k. meet all requirements of the CA K-12 state standards

The Commission-Approved Intern Program Expectations

- (1) Provide a University Intern Supervisor with the following qualifications:
 - a. Five (5) years or more K-12 experience
 - b. EL Authorization
 - c. CLEAR or Life teaching credential
- (2) Complete yearly university training in supervision, assessment, academic standards and framework.
- (3) Conduct University Internship Orientation with the intern and mentor prior to assuming responsibilities.
- (4) Model professional practices in teaching and learning, collaborating in communities, reflective practice, valuing diversity, innovative practices, integrating technology, and professional development.
- (5) Provide supervision and in-classroom coaching specific to the needs of English learners.
- (6) Communicate with the assigned mentor to offer support to the intern, including sharing of documentation and monitoring of the Intern.
- (7) Provide five (5) hours per month advice and assistance, including in-class observations, evaluations, and coaching as outlined in the Support and Supervision document.
- (8) Establish communication procedures with mentor and intern.
- (9) Annual review of the intern.

The Intern's Employer Expectations

- (1) Assign a district/school mentor to the intern to provide support throughout the Internship.
- (2) The mentor will serve as an on-site guide, who observes the intern, and provides substantive feedback as outlined in Intern Support and Supervision document.
- (3) The mentor qualifications are: Master's degree preferred, a minimum of three (3) years (five (5) preferred) teaching experience and hold a CLEAR or LIFE credential in the appropriate subject, and hold an EL Authorization.
- (4) Provide written verification of position, including a letter of intent to hire and a copy of the official teaching contract.
- (5) Provide sufficient classroom resources, including the use of technology.
- (6) Communicate with University of Phoenix and the faculty supervisor to offer support to the intern.
- (7) Provide seventy-two (72) hours of support per intern per semester with a minimum of two (2) hours of support every five (5) instructional days, including coaching and in-class assistance working with English Language Learners, including lesson planning, assessment of language needs and progress, and resource support options.
- (8) Provide opportunities and resources for professional development.
- (9) Annual review of the intern in conjunction with the University Intern Supervisor.

* We, the _____ School District, County Office of Education
_____ or Western Association of Schools and Colleges
(WASC) approved private school _____, agree to all of the conditions of
this Internship Contract Agreement as specified above, to be effective on _____
(date), and continue for an indefinite period, unless otherwise terminated in writing by either party
with a 60 day prior notice.

* If not applicable, please place N/A on the line.

University of Phoenix Representatives

*District, Consortium, or County
Office of Education Representative*

Signature of Campus College Chair,
Education

Print name with Title

Signature of Credential Analyst

Signature

Date

Date

Address

Organization

Phone

CDS Code

Intern Candidate

(Intern) Print name

Address

Signature of Intern

Phone