



CHINO VALLEY
UNIFIED SCHOOL DISTRICT

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

BOARD OF EDUCATION AGENDA

February 3, 2022

BOARD OF EDUCATION

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

Esther Kim, Student Representative

SUPERINTENDENT

Norm Enfield, Ed.D.

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
Buena Vista Continuation High School, 13509 Ramona Avenue, Chino, CA 91710
5:00 p.m. – Closed Session • 6:00 p.m. – Regular Meeting
February 3, 2022

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.

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

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

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

Discussion and possible action (times are approximate):

- a. Conference with Legal Counsel Anticipated Litigation (Government Code 54954.5(c) and 54956.9 (d)(2) and (e)(1)): One possible case. (Terry Tao, Esquire) (15 minutes)
- b. Student Discipline Matters (Education Code 35146, 48918 (c) & (j)): Expulsion cases 21/22-16 and 21/22-18. (25 minutes)
- c. Student Admission Matter (Education Code 35146, 48916 (c)): Admission Case 21/22-03A. (5 minutes)
- d. Public Employee Appointment (Government Code 54957): High School and Junior High School Assistant Principals. (10 minutes)

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

1. Report Closed Session Action
2. Pledge of Allegiance

The proceedings of this meeting are being recorded.

- 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. Selection of 2022/2023 School Start Times**

Page 9

Recommend the Board of Education select 2022/2023 school start times Option _____.

Motion _____ Second _____

Preferential Vote: _____

Vote: Yes _____ No _____

1) Option A:

Elementary School 7:30 a.m. - 2:10 p.m.

Junior High School 8:52 a.m. - 2:55 p.m.

High School 8:30 a.m. - 3:17 p.m.

2) Option B:

Elementary School 7:40 a.m. - 2:20 p.m.

Junior High School 9:02 a.m. - 3:05 p.m.

High School 8:30 a.m. - 3:17 p.m.

3) Option C:

Elementary School 7:45 a.m. - 2:25 p.m.

Junior High School 9:07 a.m. - 3:10 p.m.

High School 8:30 a.m. - 3:17 p.m.

4) Option D:

Elementary School 7:45 a.m. - 2:25 p.m.

Elementary School 7:50 a.m. - 2:30 p.m.

Junior High School 9:10 a.m. - 3:13 p.m.

High School 8:30 a.m. - 3:17 p.m.

5) Option E:

Elementary School 7:50 a.m. - 2:30 p.m.

Junior High School 9:12 a.m. - 3:15 p.m.

High School 8:35 a.m. - 3:22 p.m.

II.B. ADMINISTRATION**II.B.1. Resolution 2021/2022-59, Requesting that the California State Legislature Amend SB 328 to Delay Its Implementation Date**

Page 11

Board member Christina Gagnier recommends the Board of Education adopt Resolution 2021/2022-59, Requesting That the California State Legislature Amend SB 328 to Delay Its Implementation Date.

Motion____Second____
 Preferential Vote: ____
 Vote: Yes ____No ____

II.B.2. Public Hearing and Adoption of Resolution 2021/2022-53, Approving Adjusted Trustee Area Boundaries

Page 15

Recommend the Board of Education conduct a public hearing; select *updated* by-trustee area map Scenario ____; and adopt Resolution 2021/2022-53, Approving Adjusted Trustee Area Boundaries.

Open Hearing ____
 Close Hearing ____

Motion____Second____
 Preferential Vote: ____
 Vote: Yes ____No ____

- 1) Scenario 1:
 Trustee Area No. 3, and No. 4 -
November 2022 election
 Trustee Area No. 1, No. 2, and No. 5 -
November 2024 election
- 2) Scenario 2:
 Trustee Area No. 3 and No. 4 –
November 2022 election
 Trustee Area No. 1, No. 2, and No. 5 -
November 2024 election
- 3) Scenario 3:
 Trustee Area No. 3 and No. 4 –
November 2022 election
 Trustee Area No. 1, No. 2, and No. 5 -
November 2024 election

III. CONSENT

Motion____Second____
 Preferential Vote: ____
 Vote: Yes ____No ____

III.A. ADMINISTRATION**III.A.1. Minutes of the December 7, 2021 Special Meeting and January 20, 2022 Regular Meeting**

Page 18

Recommend the Board of Education approve the minutes of the December 7, 2021 special meeting and January 20, 2022 regular meeting.

III.A.2. Revision of Bylaws of the Board 9320—Meetings and Notices

Page 26 Recommend the Board of Education approve the revision of Bylaws of the Board 9320—Meetings and Notices.

III.B. BUSINESS SERVICES

III.B.1. Warrant Register

Page 37 Recommend the Board of Education approve/ratify the warrant register, provided under separate cover.

III.B.2. Fundraising Activities

Page 38 Recommend the Board of Education approve/ratify the fundraising activities.

III.B.3. Donations

Page 40 Recommend the Board of Education accept the donations.

III.B.4. Legal Services

Page 42 Recommend the Board of Education approve payment for legal services to the law offices of Atkinson, Andelson, Loya, Ruud & Romo; Margaret A. Chidester & Associates; and Tao Rossini, APC.

III.B.5. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

Page 43 Recommend the Board of Education approve/ratify the 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

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

III.C.1. Student Expulsion Cases 21/22-16 and 21/22-18

Page 45 Recommend the Board of Education approve student expulsion cases 21/22-16 and 21/22-18.

III.C.2. Student Admission Case 21/22-03A

Page 46 Recommend the Board of Education approve student admission case 21/22-03A.

III.C.3. School Sponsored Trips

Page 47 Recommend the Board of Education approve/ratify the following school-sponsored trips for Chino Hills HS and Don Lugo HS.

III.D. FACILITIES, PLANNING, AND OPERATIONS

III.D.1. Purchase Order Register

Page 49 Recommend the Board of Education approve/ratify the purchase order register, provided under separate cover.

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

Page 50

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

III.D.3. Surplus/Obsolete Property

Page 53

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

III.D.4. Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-01)

Page 55

Recommend the Board of Education approve the Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-01).

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

Page 56

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

III.D.6. Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-02)

Page 60

Recommend the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-02).

III.D.7. Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01)

Page 67

Recommend the Board of Education approve the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01).

III.D.8. Change Order for Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01)

Page 74

Recommend the Board of Education approve the Change Order for Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails Alterations (BP 22-01).

III.D.9. Resolution 2021/2022-56, In Support of Assembly Bill 75 Kindergarten—Community Colleges Public Education Facilities Bond Act of 2022

Page 77

Recommend the Board of Education adopt Resolution 2021/2022-56, In Support of Assembly Bill 75 Kindergarten—Community Colleges Public Education Facilities Bond Act of 2022.

III.D.10. Approval of the Accompanying Agreement Between the Chino Valley Unified School District and the City of Chino and the Adoption of Resolution 2021/2022-58, Law Enforcement Access to District Security Surveillance System

Page 80

Recommend the Board of Education approve the accompanying Agreement Between the Chino Valley Unified School District and the City of Chino and adopt Resolution 2021/2022-58, Law Enforcement Access to District Security Surveillance System.

III.D.11. Amended License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2021/2022 School Year

Page 90

Recommend the Board of Education approve the amended license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2021/2022 school year.

III.E. HUMAN RESOURCES

III.E.1. Certificated/Classified Personnel Items

Page 117

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

III.E.2. New Job Description for Coordinator, Equity, Diversity, and Support Systems

Page 122

Recommend the Board of Education approve the new job description for Coordinator, Equity, Diversity, and Support Systems.

IV. INFORMATION

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

IV.A.1. Revision of Administrative Regulation 5111 Students—Admission

Page 129

Recommend the Board of Education receive for information the revision of Administrative Regulation 5111 Students—Admission.

IV.A.2. Revision of Board Policy 6170.1 Instruction—Transitional Kindergarten

Page 134

Recommend the Board of Education receive for information the revision of Board Policy 6170.1 Instruction—Transitional Kindergarten.

IV.B. FACILITIES, PLANNING, AND OPERATIONS

IV.B.1. Resolution 2021/2022-57 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, Authorizing the Issuance and Sale of Its General Obligation Bonds, Election of 2016, Series 2022C, in an Aggregate Principal Amount Not to Exceed \$160,000,000, and Approving Certain Other Matters Relating to Said Bonds

Page 139

Recommend the Board of Education receive for information Resolution 2021/2022-57 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, authorizing the issuance and sale of its general obligation bonds, Election of 2016, Series 2022C, in an aggregate principal amount not to exceed \$160,000,00, and approving certain other matters relating to said bonds.

V. COMMUNICATIONS

BOARD MEMBERS AND SUPERINTENDENT

VI. ADJOURNMENT

Prepared by: Patricia Kaylor, Administrative Secretary, Board of Education
Date posted: January 28, 2022

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,
Instruction, Innovation, and Support
Greg Stachura, Assistant Superintendent, Facilities, Planning, and
Operations

SUBJECT: SELECTION OF 2022/2023 SCHOOL START TIMES

=====

BACKGROUND

On October 13, 2019, Senate Bill (SB) 328 was approved, which requires junior high schools begin no earlier than 8:00 a.m., and high schools begin no earlier than 8:30 a.m. Although SB 328 does not address specific start time requirements for elementary schools, start times for students in grades TK through 6 will be affected to ensure districtwide transportation remains available to all Chino Valley Unified School District (CVUSD) students. New school start times and bus schedules will take effect July 1, 2022, for the 2022/2023 school year.

To assist with creating a bell schedule that adheres to SB 328 and accommodates criteria for providing districtwide transportation services, the SB 328 Task Force was formed. This team included parent/guardian representatives selected by the CVUSD Board of Education, principal representatives, and association representatives. Over the course of three meetings, team members engaged in focused sessions to develop viable start time options. Each schedule option reflects the minimum of 45 minutes needed between elementary and secondary start/end times to deliver districtwide transportation services. School sites that will not be impacted by the start time options that were created by the SB 328 Task Force include Cal Aero K-8, Briggs K-8, and Buena Vista HS; however, grades 7-12 will need to adhere to SB 328 requirements.

During the third and final meeting, Task Force members selected start time options that were included in districtwide surveys for parents/guardians and CVUSD staff input that was administered from January 14, 2022, through January 28, 2022.

RECOMMENDATION

It is recommended the Board of Education select 2022/2023 school start times
Option _____.

- 1) Option A:

Elementary School	7:30 a.m.	-	2:10 p.m.
Junior High School	8:52 a.m.	-	2:55 p.m.
High School	8:30 a.m.	-	3:17 p.m.
- 2) Option B:

Elementary School	7:40 a.m.	-	2:20 p.m.
Junior High School	9:02 a.m.	-	3:05 p.m.
High School	8:30 a.m.	-	3:17 p.m.
- 3) Option C:

Elementary School	7:45 a.m.	-	2:25 p.m.
Junior High School	9:07 a.m.	-	3:10 p.m.
High School	8:30 a.m.	-	3:17 p.m.
- 4) Option D:

Elementary School	7:45 a.m.	-	2:25 p.m.
Elementary School	7:50 a.m.	-	2:30 p.m.
Junior High School	9:10 a.m.	-	3:13 p.m.
High School	8:30 a.m.	-	3:17 p.m.
- 5) Option E:

Elementary School	7:50 a.m.	-	2:30 p.m.
Junior High School	9:12 a.m.	-	3:15 p.m.
High School	8:35 a.m.	-	3:22 p.m.

FISCAL IMPACT

None.

NE:GP:GS:rtr

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Christina Gagnier, President, Board of Education

**SUBJECT: RESOLUTION 2021/2022-59, REQUESTING THAT THE CALIFORNIA
STATE LEGISLATURE AMEND SB 328 TO DELAY ITS
IMPLEMENTATION DATE**

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BACKGROUND

California Senate Bill (SB) 328, Pupil Attendance: School Start Time (Education Code, 46148), was approved requiring all junior high schools begin no earlier than 8:00 a.m., and high schools begin no earlier than 8:30 a.m. by July 1, 2022. To be compliant with SB 328, and to ensure that transportation provided by the Chino Valley Unified School District ("District") is available to all students, elementary start times will necessarily be affected.

The District constituted a Senate Bill (SB) 328 Task Force ("Task Force"), a body whose purpose was to create new Start and End Times for the District's K-12 schools. The Task Force, over a series of meetings in December 2021 and January 2022, assembled a slate of Start and End Times that was proposed to the District's Educational Partners in a Districtwide survey that ran from January 14, 2022, to January 28, 2022.

Additionally, on January 5, 2022, Superintendent Dr. Norm Enfield sent a message to the District's Educational Partners regarding SB 328 and the process completed by the SB 328 Task Force to develop viable Start and End Time options.

While the Task Force met its goal and created a slate of new Start and End Times to ensure the District's compliance with SB 328, it was difficult to balance the needs of the District's elementary, junior high, and high school students, families, administrators, educators, and staff. As a large suburban school district, which relies on busing in the midst of a statewide and nationwide shortage of bus drivers, it was difficult to arrive at Start and End Time options. Coupled with the inconsistency and change that students and Educational Partners have faced since the outset of the COVID-19 pandemic, new Start and End Times to take effect in the 2022-2023 academic year contributes to the challenges set upon students and Educational Partners, as well as causes further disruption to in-person learning.

While the intent of SB 328 was in response to research, acknowledged by the author of the proposed Resolution, demonstrating that later start times inure to the benefit to teenage students, SB 328's implementation in practice is exceedingly difficult for a suburban unified school district, particularly one with a sizeable commuter workforce.

To comply with SB 328, the Board will have to adopt one (1) of the five (5) options proposed by the Task Force for new Start and End Times. While this decision is borne out of the necessity of compliance with State law, the Board should communicate to the California State Legislature that its implementation for the 2022-23 academic year should be forestalled.

Board member Gagnier submitted this agenda item in accordance with Board 9322-Agenda/Meeting Materials.

RECOMMENDATION

Board member Christina Gagnier recommends the Board of Education adopt Resolution 2021/22-59, Requesting That the California State Legislature Amend SB 328 to Delay Its Implementation Date.

FISCAL IMPACT

None.

RESOLUTION 2021/2022-59
RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED
SCHOOL DISTRICT REQUESTING THAT THE CALIFORNIA STATE LEGISLATURE
AMEND SB 328 TO DELAY ITS IMPLEMENTATION DATE

WHEREAS, Senate Bill (SB) 328, Pupil Attendance: School Start Time (Education Code Section 46148) was approved by the California State Legislature requiring all junior high schools begin no earlier than 8:00 a.m., and high schools begin no earlier than 8:30 a.m. by July 1, 2022; and

WHEREAS, to be compliant with SB 328, and to ensure that transportation provided by the Chino Valley Unified School District ("District") is available to all students, District elementary school start times will necessarily be affected; and

WHEREAS, SB 328 was signed into law in 2019, prior to, so clearly not in consideration of, the COVID-19 pandemic or its impacts on public education and school districts; and

WHEREAS, the adjustment of schedules for a unified school district, such as the District, presents challenges in setting start times reflective of the needs of the educational partners that the District serves; and

WHEREAS, while the SB 328 Task Force constituted by the District developed a slate of options for new start and end times that have been provided to District families in a survey format for feedback on the new schedules, the options are restrictive due to the constraints placed on the Task Force by the requirements of SB 328; and

WHEREAS, the District is a large suburban district reliant on busing to meet the needs of its students, and there is a shortage of bus drivers, thus not making the addition of more bus drivers a possibility to alleviate the issues faced by the Task Force in constituting the five (5) proposed start and end time options; and

WHEREAS, the students, educators, administrators, staff, and other educational partners of the District have endured repeated disruptions and changes to their education due to the COVID-19 pandemic over the past two (2) years; and

WHEREAS, delaying the implementation of SB 328 would allow the District, as well as other school districts, time to address matters such as shortages in the labor market impacting the availability of bus drivers, amongst other considerations; and

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

1. That the Board of Education requests that the California State Legislature amend SB 328 to allow individual school districts to delay implementation until at least the 2024/2025 academic year.

2. That the Board President draft a letter to accompany this Resolution that will be sent to every member of the California State Legislature.
3. That the Superintendent and/or his designee take all actions necessary to implement the Resolution and assist the Board in communicating the Resolution to the California State Legislature.

ADOPTED, SIGNED, AND APPROVED this 3rd day of February 2022.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Christina Gagnier, President, Board of Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: **PUBLIC HEARING AND ADOPTION OF RESOLUTION 2021/2022-53,
APPROVING ADJUSTED TRUSTEE AREA BOUNDARIES**

=====

BACKGROUND

The Chino Valley Unified School District Board of Education is engaged in the process of transitioning the method by which governing Board members are elected. At its August 19, 2021 meeting, the Board of Education selected a by-trustee area map and associated election cycle so that registered voters can only vote for one candidate who resides within the same boundary area. Education Code 5019.5 requires school districts that elect by-trustee areas to adjust the trustee area boundaries following each decennial federal census to ensure that the population of each trustee area is proportional. Adjustments have been made pursuant to decennial federal census data.

RECOMMENDATION

It is recommended the Board of Education conduct a public hearing; select *updated* by-trustee area map Scenario _____; and adopt Resolution 2021/2022-53, Approving Adjusted Trustee Area Boundaries.

- 1) Scenario 1:
 - Trustee Area No. 3, and No. 4 - November 2022 election
 - Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
- 2) Scenario 2:
 - Trustee Area No. 3 and No. 4 - November 2022 election
 - Trustee Area No. 1, No. 2, and No. 5 - November 2024 election
- 3) Scenario 3:
 - Trustee Area No. 3 and No. 4 - November 2022 election
 - Trustee Area No. 1, No. 2, and No. 5 - November 2024 election

FISCAL IMPACT

None.

NE:pk

RESOLUTION 2021/2022-53
RESOLUTION OF THE BOARD OF EDUCATION
OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT
APPROVING ADJUSTED TRUSTEE AREA BOUNDARIES

WHEREAS, The Chino Valley Unified School District ("District") currently uses a by-trustee area election process to elect its governing board members; and

WHEREAS, Education Code section 5019.5 requires school districts that elect by-trustee area to adjust the trustee area boundaries following each decennial federal census using population figures validated by the Population Research Unit of the Department of Finance; and

WHEREAS, the adjustments shall ensure that the population of each trustee area is proportional pursuant to Education Code section 5019.5(a)(1) or (2); and

WHEREAS, District staff, consultant and legal counsel have prepared three draft adjusted trustee area boundary plans for the District's consideration that the Board has considered; and

WHEREAS, on December 17, 2021, the Board posted the three proposed trustee area boundary plans on its website for public review and comment; and

WHEREAS, the Board conducted a public hearing on February 3, 2022, to receive public input and comment on the three proposed trustee area boundary plans; and

WHEREAS, the Board has considered all such public input and comment on the three proposed trustee area boundary plans; and

WHEREAS, the Board desires to adopt Scenario ____ for use effective the November 2022 general election and thereafter until further adjusted by the Board.

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

1. That the above recitals are true and correct.
2. That the Board hereby adopts Scenario ____.
3. That the Superintendent and/or his designee take all actions necessary to implement the Plan in time for the next governing board member election in November of 2022.

ADOPTED, SIGNED AND APPROVED this 3rd day of February 2022.

Christina Gagnier, President of the Board of Education for the
Chino Valley Unified School District

I, James Na, Clerk of the Board of Education of the Chino Valley Unified School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 3rd day of February 2022, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

James Na, Clerk of the Board of Education for the
Chino Valley Unified School District

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SPECIAL MEETING OF THE BOARD OF EDUCATION
December 7, 2021

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 4:00 P.M.

1. Roll Call

President Schaffer called to order the special meeting of the Board of Education, Tuesday, December 7, 2021, at 4:00 p.m. with Bridge, Cruz, Na, and Schaffer present. Mrs. Gagnier participated remotely from the Hotel Hugo, Room 1007, 525 Greenwich, New York, NY 10013.

Administrative Personnel

Norm Enfield, Ed.D., Superintendent

Richard Rideout, Assistant Superintendent, Human Resources

2. Pledge of Allegiance

Led by President Schaffer.

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

Carla Vande Steeg, Julie Van Dell, Chris Stevens, Kylene Valles, Debra Rosen, Kristal Flum, Christina, Arlene Lamb, Tanya Macias, Elaine Maxwell, Kimberly Barreras, Molly Large, Kathy Wōgahn, and Mary Jane Ashley addressed the Board.

II. DISCUSSION

II.A. ADMINISTRATION

II.A.1. Discussion of the Potential Effects of a Vaccine Mandate for District Employees

Moved (Na) seconded (Gagnier) to discuss the item. No action was taken.

III. ADJOURNMENT

President Schaffer adjourned the special meeting of the Board of Education at 5:41 p.m.

Christina Gagnier, President

James Na, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
January 20, 2022

MINUTES

I. OPENING BUSINESS

I.A. CALL TO ORDER – 5:00 P.M.

1. Roll Call

President Gagnier called to order the regular meeting of the Board of Education, Thursday, January 20, 2022, at 5:00 p.m. with Bridge, Cruz, Na, Schaffer, and Gagnier present in Don Lugo HS's multi-purpose room.

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 (absent)

Richard Rideout, Assistant Superintendent, Human Resources

Gregory J. Stachura, Assistant Supt., Facilities, Planning, and Operations

2. Public Comment on Closed Session Items

None.

3. Closed Session

President Gagnier adjourned to closed session at 5:00 p.m. regarding student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: elementary and junior high school assistant principals; and public employee discipline/dismissal/release.

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

1. Report Closed Session Action

President Gagnier reconvened the regular meeting of the Board of Education at 6:00 p.m. with Bridge, Cruz, Na, Schaffer and Gagnier present. The Board met in closed session from 5:00 p.m. to 5:54 p.m. student discipline matters; conference with labor negotiators: A.C.T. and CSEA; public employee appointment: elementary and junior high school assistant principals; and public employee discipline/dismissal/release.

The Board appointed Lisa Lista as assistant principal at Liberty ES effective date to be determined by a unanimous vote (5-0) with Bridge, Cruz, Gagnier, Na, and Schaffer voting yes. No further action was taken that required public disclosure.

2. Pledge of Allegiance

Led by Board member Don Bridge.

I.C. COMMENTS FROM STUDENT REPRESENTATIVE

Absent.

I.D. COMMENTS FROM EMPLOYEE REPRESENTATIVES

Barbara Bearden, CHAMP President, spoke about COVID's impact on the community and school districts; spoke about employee shortages; thanked administrators, teachers, and staff for covering where needed; and thanked families for being flexible and understanding during this time.

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

The following individuals addressed the Board: Samara Sanchez and Hilda Rodriguez regarding medical discrimination associated with COVID-19 mandates; Jim Gallagher regarding Chino Valley Chamber job fair; Parent Advocacy of Chino Valley regarding meeting updates, Superintendent and Board power; and SB 328 update; Byron Gonzalez opposed to COVID vaccine mandates and transgender restrooms; Heather Peery regarding student incident at Don Lugo HS; Cara Vande Steeg regarding teacher testing and discrimination against non-vaxed; Deb Rosen regarding teacher/staff COVID testing and discriminatory practices; Juli Santorsola regarding medical exemptions; Nicole Vicario regarding an employment concern associated with masking; Christina Mooney donated her time to Nicole Vicario; Cindy Foisy regarding COVID narrative; Misty Startup regarding negative effects on speech development associated with masking, opposing school time change, and employee discrimination associated with mandates; Lorraine Harris on behalf of a friend regarding employee discrimination and segregation of unvaccinated; Jake regarding constitutional rights; Kristal regarding gender identity concerns; and Bernadette donated her time to Juli Santorsola regarding student time change.

I.F. CHANGES AND DELETIONS

None.

II. INFORMATION

II.A. ADMINISTRATION

- II.A.1. Revision of Bylaws of the Board 9320—Meetings and Notices**
Received for information the revision of Bylaws of the Board 9320—Meetings and Notices.

II.B. BUSINESS SERVICES

- II.B.1. 2020/2021 Independent Auditor's Annual Financial Audit Report**
Received for information the 2020/2021 Independent Auditor's Financial Audit Report. *Scott Bradach, Eide Bailly LLP, provided an oral report.*

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

- II.C.1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2021**
Received for information the Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for October through December 2021.

II.D. FACILITIES, PLANNING, AND OPERATIONS

- II.D.1. Measure G Financial/Performance Audit Report**
Received for information the Measure G Financial/Performance Audit Report. *Scott Bradach, Eide Bailly LLP, provided an oral report*

III. ACTION

III.A. ADMINISTRATION

- III.A.1. Public Hearing and Adoption of Resolution 2021/2022-53, Approving Adjusted Trustee Area Boundaries**
Moved (Cruz) seconded (Na) motion carried (4-1, Schaffer voted no) to table the item until a study session is scheduled.
- III.A.2. Resolution 2021/2022-52, Declaration of a State of Emergency District-Wide Shortage of Classroom Teachers and Staff**
Parent Advocacy of Chino Valley; Carla Vande Steeg on behalf of Chris Stevens; Kylene Valles; Aaron Valles, and Oscar Avila addressed the Board in support of the resolution.

Moved (Na) seconded (Cruz) motion carried (4-1), by a roll call vote with Bridge, Cruz, Na, and Gagnier voting yes and Schaffer voting no, to adopt Resolution 2021/2022-52, Declaration of State of Emergency District Wide Shortage of Classroom Teachers and Staff.

IV. CONSENT

President Gagnier pulled for separate action item IV.D.11. Moved (Na) seconded (Bridge) carried unanimously (5-0) to approve the remainder of the consent items.

IV.A. ADMINISTRATION

IV.A.1. Minutes of the December 16, 2021 Organizational Meeting

Approved the minutes of the December 16, 2021 organizational meeting.

IV.B. BUSINESS SERVICES

IV.B.1. Warrant Register

Approved/ratified the warrant register.

IV.B.2. Fundraising Activities

Approved/ratified the fundraising activities.

IV.B.3. Donations

Accepted the donations.

IV.B.4. Legal Services

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

IV.B.5. 2021/2022 Applications to Operate Fundraising Activities and Other Activities for the Benefit of Students

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

IV.B.6. Signature Authorizations for Chino Valley Unified School District

Approved the signature authorizations for Chino Valley Unified School District.

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

IV.C.1. Student Expulsion Cases 21/22-10 and 21/22-14

Approved student expulsion cases 21/22-10 and 21/22-14.

IV.C.2. School Sponsored Trips

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

IV.C.3. Chino Valley Unified School District 2021/2022 School Accountability Report Cards

Approved the Chino Valley Unified School District 2021/2022 School Accountability Report Cards.

IV.C.4. Proclamation for National School Counseling Week, February 7-11, 2022

Adopted the proclamation for National School Counseling Week, February 7-11, 2022.

IV.C.5. Resolution 2021/2022-54, Recognizing February as Career and Technical Education Month

Adopted Resolution 2021/2022-54, Recognizing February as Career and Technical Education Month.

IV.C.6. Continued Funding Application for Child Development Services CSPP and Adoption of Resolution 2021/2022-55

Approved the Continued Funding Application for Child Development Services CSPP and adopt Resolution 2021/2022-55.

IV.D. FACILITIES, PLANNING, AND OPERATIONS

IV.D.1. Purchase Order Register

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

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

Approved/ratified the Agreements for Contractor/Consultant Services.

IV.D.3. Surplus/Obsolete Property

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

IV.D.4. Notice of Completion for CUPCCAA Projects

Approved the Notice of Completion for CUPCCAA Projects.

IV.D.5. Notice of Completion for CUPCCAA Bid 20-21-11I, Briggs K-8 Waterline Upgrades

Approved the Notice of Completion for CUPCCAA Bid 20-21-11I, Briggs K-8 Waterline Upgrades.

IV.D.6. Change Order and Notice of Completion for CUPCCAA Project

Approved the Change Order and Notice of Completion for CUPCCAA Project.

IV.D.7. Change Order and Notice of Completion for CUPCCAA Bid 21-22-07I, Classroom Preparation for ViewSonics—Group I

Approved the Change Order and Notice of Completion for CUPCCAA Bid 21-22-07I, Classroom Preparation for ViewSonics—Group 1.

IV.D.8. Change Order for Bid 20-21-12F, Safety and Security Group 5—Butterfield Ranch ES, Eagle Canyon ES, Hidden Trails ES, Walnut ES, and Wickman ES

Approved the Change Order for Bid 20-21-12F, Safety and Security Group 5—Butterfield Ranch ES, Eagle Canyon ES, Hidden Trails ES, Walnut ES, and Wickman ES.

IV.D.9. Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-01)

Approved the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-01).

IV.D.10. Bid 21-22-12F, Classroom Preparation for ViewSonics Group 2

Awarded Bid 21-22-12F, Classroom Preparation for ViewSonics Group 2 to Tiber Corporation.

IV.D.11. Tender Agreement with Arch Insurance Company and Bogh Engineering, Inc. to Complete the Trade Contract Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements (Bid Package 1)

Moved (Na) seconded (Bridge) motion carried (4-0-1, Gagnier recused herself) to approve the Tender Agreement with Arch Insurance Company and Bogh Engineering, Inc. to complete the Trade Contract Bid 20-21-09F, Chino HS Reconstruction—Offsite Improvements (Bid Package 1) previously awarded to terminated contract MVC.

IV.E. HUMAN RESOURCES

IV.E.1. Certificated/Classified Personnel Items

Approved/ratified the certificated/classified personnel items.

IV.E.2. New Job Description for Database Administrator

Approved the new job description for Database Administrator.

IV.E.3. Student Teaching Agreement with Hope International University

Approved the student teaching agreement with Hope International University.

IV.E.4. Student Teaching Agreement with University of Redlands

Approved the student teaching agreement with the University of Redlands.

V. COMMUNICATIONS**BOARD MEMBERS AND SUPERINTENDENT**

Joe Schaffer made no comment.

Don Bridge made no comment.

James Na asked that staff look into the student masking incident reported by a parent at the meeting; spoke about a letter he received from a student at Canyon Hills JHS requesting a crossing guard at the school; spoke about the spread of COVID by the vaccinated and unvaccinated; thanked teachers and staff members for putting children first; and thanked the student speakers for sharing their views at the meeting.

Andrew Cruz spoke about teachers and staff being superheroes; spoke about humanity; said a leading WHO scientist indicated that there is no evidence that healthy children and adolescents need a COVID shot; spoke about CDC analysis confirming a 40% spike in deaths among 18- to 49-year-olds over the last year; and said he is proud of the community for speaking out.

Superintendent Enfield wished everyone a happy new year; said that January is going to be the most difficult month the District faces; spoke about teachers, staff, and administrators ensuring schools remain open; said he believes it is better to keep kids in schools; and reiterated how proud he is of everyone.

President Gagnier said she is not keen on SB 328 and will be bringing forth a resolution in support of State Senate and State Assembly amending SB 328; and thanked the parent committee and everyone who participated in an effort to create schedules within certain legislative restrictions.

VI. ADJOURNMENT

President Gagnier adjourned the regular meeting of the Board of Education at 7:48 p.m.

Christina Gagnier, President

James Na, Clerk

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

SUBJECT: REVISION OF BYLAWS OF THE BOARD 9320—MEETINGS AND NOTICES

=====

BACKGROUND

Board policies, administrative regulations, and Bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current practice. Bylaws of the Board 9320—Meetings and Notices is being updated to clarify that it is discussion among themselves, via technology, of a majority of the governing board regarding an item within the subject matter jurisdiction of the board that can result in a violation of the Brown Act, and that agenda materials are required to be made available for public inspection at the time the materials are distributed to all or a majority of the board when agenda materials relating to an open session of a regular meeting are distributed to the board less than 72 hours before the meeting. The Bylaw is also updated to add a new section "Teleconferencing During a Proclaimed State of Emergency" which reflects new law (AB 361, 2021) that (1) authorizes boards, until January 1, 2024, to conduct board meetings by teleconference, as specified, without meeting certain requirements otherwise required of teleconference meetings when holding a board meeting during a proclaimed state of emergency when state or local officials have imposed or recommend measures to promote social distancing; to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or when it has been determined, as a result of an emergency, that meeting in person would present imminent risks to the health or safety of attendees, (2) includes that the district may, in its discretion, provide a physical location from which the public may attend or comment and, (3) provides that the board may continue to conduct meetings by teleconference during proclaimed states of emergency by a majority vote finding within 30 days after teleconferencing for the first time and every 30 days thereafter that either the state of emergency continues to directly impact the ability of the board to meet safely in person or that state or local officials continue to impose or recommend measures to promote social distancing. This item was presented to the Board as information on January 20, 2022.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve the revision of Bylaws of the Board 9320—Meetings and Notices.

FISCAL IMPACT

None.

NE:pk

MEETINGS AND NOTICES

Meetings of the Board of Education are conducted for the purpose of accomplishing District business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's Bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference, to hear, discuss or deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, INCLUDING SOCIAL MEDIA AND OTHER ELECTRONIC COMMUNICATIONS, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or District official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or District official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one or two regular meeting(s) each month, with the exception of July and August, which have one meeting per month. Regular meetings shall be held at 6:00 p.m. on the first and/or third Thursdays of the month at 5130 Riverside Drive, Chino, unless otherwise posted.

The Board shall adjourn its meetings no later than 9:00 p.m. A meeting may be extended to no later than 9:30 p.m. by Board action.

MEETINGS AND NOTICES (cont.)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the District's website. (Government Code 54954.2)

(cf. 1113 - District and School Websites)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, Assistant Superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice also shall be posted on the district's internet website. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at these meetings. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency

MEETINGS AND NOTICES (cont.)

meeting without complying with the 24-hour notice or 24-hour posting requirement for special meetings pursuant to Government Code 54956.

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. (Government Code 54956.5) In the case of a dire emergency, the Board president shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meetings to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

MEETINGS AND NOTICES (cont.)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss the Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 – Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to state open meeting laws provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school boards
2. An open, publicized meeting organized by a person or organization other than the District to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion

MEETINGS AND NOTICES (cont.)

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within District boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order, or to attend a judicial or administrative proceeding to which the District is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the District has no meeting facility within its boundaries or if its principal office is located outside the District
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the District over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the District, but located outside the District, provided the meeting is limited to items directly related to that facility

MEETINGS AND NOTICES (cont.)

7. Visit the office of the District's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for superintendent of the District
10. Interview a potential employee from another District

Meetings exempted from the boundary requirements, specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

MEETINGS AND NOTICES (cont.)

TELECONFERENCING DURING A PROCLAIMED STATE OF EMERGENCY

THE BOARD MAY CONDUCT BOARD MEETINGS BY TELECONFERENCE WITHOUT POSTING AGENDAS AT ALL TELECONFERENCE LOCATIONS, IDENTIFYING TELECONFERENCE LOCATIONS IN MEETING NOTICES AND AGENDAS, ALLOWING PUBLIC ACCESS TO EACH TELECONFERENCE LOCATION, PROVIDING AN OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD DIRECTLY AT EACH TELECONFERENCE LOCATION, AND ENSURING THAT AT LEAST A QUORUM OF THE BOARD PARTICIPATE FROM LOCATIONS WITHIN DISTRICT BOUNDARIES, DURING A PROCLAIMED STATE OF EMERGENCY PURSUANT TO GOVERNMENT CODE 8625-8629 IN ANY OF THE FOLLOWING CIRCUMSTANCES: (Government Code 54953)

1. STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED MEASURES TO PROMOTE SOCIAL DISTANCING
2. FOR THE PURPOSE OF DETERMINING, BY MAJORITY VOTE, WHETHER AS THE RESULT OF THE EMERGENCY MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES
3. WHEN IT HAS BEEN DETERMINED, BY MAJORITY VOTE AS DESCRIBED IN ITEM #2 ABOVE, THAT AS A RESULT OF THE EMERGENCY MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES

TO CONDUCT A TELECONFERENCE MEETING FOR THESE PURPOSES THE FOLLOWING REQUIREMENTS SHALL BE SATISFIED: (Government Code 54953)

1. THE NOTICE AND AGENDA SHALL BE GIVEN AND POSTED AS OTHERWISE REQUIRED BY THE BROWN ACT
2. THE NOTICE AND AGENDA OF THE MEETING SHALL SPECIFY THE MEANS BY WHICH MEMBERS OF THE PUBLIC MAY ACCESS THE MEETING AND OFFER PUBLIC COMMENTS, INCLUDING VIA A CALL-IN OR INTERNET-BASED SERVICE OPTION MEMBERS OF THE PUBLIC MAY BE REQUIRED TO REGISTER TO LOG IN TO A MEETING WHEN MAKING PUBLIC COMMENTS THROUGH AN INTERNET WEB SITE OR OTHER ONLINE PLATFORM THAT IS OPERATED BY A THIRD-PARTY AND NOT UNDER THE CONTROL OF THE BOARD
3. MEMBERS OF THE PUBLIC SHALL BE ALLOWED TO ACCESS THE MEETING, AND THE AGENDA SHALL PROVIDE AN OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD DIRECTLY PURSUANT TO GOVERNMENT CODE 54954.3

MEETINGS AND NOTICES (cont.)

4. MEMBERS OF THE PUBLIC SHALL NOT BE REQUIRED TO SUBMIT PUBLIC COMMENTS IN ADVANCE OF A BOARD MEETING AND SHALL BE PROVIDED AN OPPORTUNITY TO ADDRESS THE BOARD AND OFFER COMMENTS IN REAL TIME
5. PUBLIC COMMENT PERIODS SHALL NOT BE CLOSED UNTIL THE TIMED PUBLIC COMMENT PERIOD, IF SUCH IS OFFERED BY THE BOARD, HAS ELAPSED OR, IF NOT TIMED, UNTIL A REASONABLE AMOUNT OF TIME PER AGENDA ITEM HAS BEEN ALLOWED
6. IF DURING A BOARD MEETING A DISRUPTION OCCURS WHICH PREVENTS THE DISTRICT FROM BROADCASTING THE MEETING TO MEMBERS OF THE PUBLIC OR FOR MEMBERS OF THE PUBLIC TO OFFER PUBLIC COMMENTS, THE BOARD SHALL TAKE NO FURTHER ACTION ON ANY AGENDA ITEM UNTIL PUBLIC ACCESS VIA THE CALL-IN OR INTERNET-BASED SERVICE OPTION TO THE MEETING IS RESTORED

THE DISTRICT MAY, IN ITS DISCRETION, PROVIDE A PHYSICAL LOCATION FROM WHICH THE PUBLIC MAY ATTEND OR COMMENT. (GOVERNMENT CODE 54953) THE BOARD MAY CONTINUE TO CONDUCT MEETINGS BY TELECONFERENCE, AS SPECIFIED ABOVE FOR TELECONFERENCING DURING PROCLAIMED STATES OF EMERGENCY, BY A MAJORITY VOTE FINDING WITHIN 30 DAYS AFTER TELECONFERENCING FOR THE FIRST TIME, AND EVERY 30 DAYS THEREAFTER, THAT EITHER: (Government Code 54953)

1. THE STATE OF EMERGENCY CONTINUES TO DIRECTLY IMPACT THE ABILITY OF THE BOARD TO MEET SAFELY IN PERSON 2. STATE OR LOCAL OFFICIALS CONTINUE TO IMPOSE OR RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

35140 Time and place of meetings

35143 Annual organizational meeting, date, and notice

35144 Special meeting

35145 Public meetings

35145.5 Agenda; public participation; regulations

35146 Closed sessions in connection with a student

35147 Open meeting law exceptions and applications

GOVERNMENT CODE

3511.1 Local agency executives

11135 State programs and activities; prohibition of discrimination

54950-54963 The Ralph M. Brown Act, especially:

MEETINGS AND NOTICES (cont.)

54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications for individuals with disabilities

36.303 Auxiliary aids and services for individuals with disabilities

COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)

Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 54433

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 218 (2005)

84 Ops.Cal.Atty.Gen. 181 (2001)

84 Ops.Cal.Atty.Gen. 30 (2001)

79 Ops.Cal.Atty.Gen. 69 (1996)

78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

Websites:

California School Boards Association: www.csba.org

California School Boards Association, GAMUT Meetings:
www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy

California Attorney General's Office: oag.ca.gov/home

Institute for Local Government: www.ca-ilg.org

League of California Cities: <http://www.cacities.org>

Chino Valley Unified School District

Bylaw adopted: August 17, 1995

Revised: May 20, 1999

Revised: July 15, 1999

Revised: July 17, 2003

Revised: November 6, 2008

Revised: October 20, 2011

Revised: April 5, 2012

Revised: August 15, 2019

Revised: February 4, 2021

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: WARRANT REGISTER

=====

BACKGROUND

Education Code 42650 requires the Board to approve and/or ratify all designated payment of expenses of the District. These payments are made in the form of warrants, and the warrant (check) form is approved by the County Superintendent.

All items listed are within previously budgeted amounts. There is no fiscal impact beyond currently available appropriations.

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

RECOMMENDATION

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

FISCAL IMPACT

\$4,580,607.80 to all District funding sources.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: FUNDRAISING ACTIVITIES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 3, 2022

<u>SITE/DEPARTMENT</u>	<u>ACTIVITY/DESCRIPTION</u>	<u>DATE</u>
<u>Butterfield Ranch ES</u>		
PTA	Kona Ice	3/11/22 - 4/29/22
<u>Chaparral ES</u>		
PTO	Mother-Son Dance	2/18/22
PTO	Father-Daughter Dance	3/11/22
<u>Liberty ES</u>		
PTO	Valentine Grams	2/4/22 - 2/9/22
<u>Canyon Hills JHS</u>		
ASB - General	Holiday Cocoa & Craft Event (RATIFIED)	12/10/21
<u>Townsend JHS</u>		
PTSA	Think n Local	2/11/22 - 2/27/22
PTSA	Angels Baseball Ticket Sales	4/1/22 - 5/13/22
<u>Ayala HS</u>		
Band & Color Guard Boosters	Snap! Raise	2/4/22 - 2/28/22
Band & Color Guard Boosters	Think n Local	2/4/22 - 2/20/22
Spirit Boosters	Hamburger Mary's	2/7/22 - 5/31/22
Theatre Arts Boosters	A Street Car Named Desire Tickets	2/9/22 - 2/13/22
Theatre Arts Boosters	A Street Car Named Desire Concession	2/9/22 - 2/13/22
Choral Boosters	Chick-fil-A Dine Out	2/22/22
Band & Color Guard Boosters	Paint 'n Jazz	2/25/22
ASB - STEM Robotics	Chipotle Dine Out	3/7/22
<u>Chino Hills HS</u>		
ASB - Thirst Project Club	DONUT Waste Water	2/4/22
Dance Boosters	West Coast Elite Competition Ticket Sales	2/5/22
Dance Boosters	West Coast Elite Concessions	2/5/22
General Boosters	Wahoo's Dine Out	2/9/22
Music Boosters	Drumline Preview Show Tickets	2/10/22
General Boosters	Softball Clinic	2/12/22
General Boosters	Spirit Leaders Showcase Tickets	2/12/22
General Boosters	Spirit Leaders Showcase Concessions	2/12/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 3, 2022
TO: Members, Board of Education
FROM: Norm Enfield, Ed.D., Superintendent
PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Liz Pensick, Director, Fiscal Services
SUBJECT: DONATIONS

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education accept the donations.

FISCAL IMPACT

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

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 3, 2022

<u>DEPARTMENT/SITE DONOR</u>	<u>ITEM DONATED</u>	<u>APPROXIMATE VALUE</u>
<u>Cattle ES</u>		
Marcia Roth	Cash	\$100.00
<u>Cal Aero K-8</u>		
The Blackbaud Giving Fund	Cash	\$25.00
<u>Canyon Hills JHS</u>		
Aristotle & Charlotte Bondoc	Cash	\$170.00
Angela H. Lin & Joey K. Mo	Cash	\$200.00
Anthony & Ivy Banowetz	Cash	\$200.00
Billy & Mary Yim	Cash	\$200.00
Clifton Hsu	Cash	\$200.00
Hongmei You	Cash	\$200.00
Mark & Viara Agars	Cash	\$200.00
Joe Tseng & Ting-Yu Shih	Cash	\$370.00
Yi-Wei Liu	Cash	\$970.00

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LEGAL SERVICES

=====

BACKGROUND

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

FIRM	MONTHS	INVOICE AMOUNTS	2021/2022 YEAR-TO-DATE
Atkinson, Andelson, Loya, Ruud & Romo	December	\$14,829.67	\$ 80,281.21
Margaret A. Chidester & Associates	December	\$25,406.00	\$125,312.65
Tao Rossini, APC	December	\$10,856.75	\$ 73,046.20
Fagen, Friedman & Fulfroft	-	-	-
	Total	\$51,092.42	\$278,640.06

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

RECOMMENDATION

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

FISCAL IMPACT

\$51,092.42 to the General Fund.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: 2021/2022 APPLICATIONS TO OPERATE FUNDRAISING
ACTIVITIES AND OTHER ACTIVITIES FOR THE BENEFIT OF
STUDENTS**

=====

BACKGROUND

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

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

RECOMMENDATION

It is recommended the Board of Education approve/ratify the 2021/2022 applications to operate fundraising activities and other activities for the benefit of students.

FISCAL IMPACT

None.

NE:SHC:LP:lf

CHINO VALLEY UNIFIED SCHOOL DISTRICT
February 3, 2022

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

School

Walnut ES

Organization

PFA

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT EXPULSION CASES 21/22-16 AND 21/22-18

=====

BACKGROUND

The Board of Education has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others.

A student may be expelled only by the Board of Education. The Board shall expel, as required by law, any student found to have committed certain offenses listed in Education Code 48915.

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

RECOMMENDATION

Based upon the recommendation of the Expulsion Hearing Administrative Panel, it is recommended the Board of Education approve student expulsion cases 21/22-16 and 21/22-18.

FISCAL IMPACT

None.

NE:GP:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction,
Innovation, and Support
Stephanie Johnson, Director, Student Support Services

SUBJECT: STUDENT ADMISSION CASE 21/22-03A

=====

BACKGROUND

The Board of Education may admit students expelled from other districts in accordance with law when consistent with the Board's goal to provide a safe and secure school environment for students and staff.

The District shall not enroll a student expelled by another district for any of the offenses listed in Education Code 48915(a) or (c) (mandatory expulsion offenses) during the term of the student's expulsion, unless the enrollment is at a community day school. A student expelled for an act specified in Education Code 48915(a) or (c) may enroll in the District after the term of his/her expulsion if the Board finds, at a hearing, that the student does not pose a continuing danger to students or staff.

The Board, when making its determination whether to enroll an individual who has been expelled from another school district for any of the acts mentioned above, may consider the following options: deny enrollment, permit enrollment, or permit conditional enrollment in a regular school program or another education program.

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

RECOMMENDATION

Based upon the evidence presented to the Expulsion Hearing Administrative Panel, it is recommended the request regarding admission to the Chino Valley Unified School District be approved for student admission case 21/22-03A.

FISCAL IMPACT

None.

NE:GP:SJ:ss

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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Humility • Civility • Service

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support

SUBJECT: SCHOOL-SPONSORED TRIPS

BACKGROUND

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

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

RECOMMENDATION

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

School-Sponsored Trips	Date	Fiscal Impact
Site: Chino Hills HS Event: University Bay Tour Place: Seaside, CA; Monterey Bay, CA; Monterey, CA; Daly City, CA; San Francisco, CA; Berkeley, CA; San Jose, CA; Merced, CA; Lebec, CA Chaperone: 38 students/5 chaperones	February 10-12, 2022	Cost: \$150.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: USA Spirit Nationals Place: Anaheim, CA Chaperone: 43 students/5 chaperones	February 25-27, 2022	Cost: \$450.00 per student Funding Source: Fundraising
Site: Chino Hills HS Event: Choir Tour Place: San Diego, CA Chaperone: 18 students/3 chaperones	March 28-31, 2022	Cost: \$825.00 per student Funding Source: Parents and fundraising

Site: Don Lugo HS Event: UC Davis Field Day Place: Davis, CA Chaperone: 14 students/2 chaperones	March 4-6, 2022	Cost: \$100.00 per student Funding Source: Perkins and fundraising
Site: Don Lugo HS Event: National Journalism Convention Place: Los Angeles, CA Chaperone: 16 students/3 chaperones	April 7-9, 2022	Cost: \$150.00 per student Funding Source: Fundraising

FISCAL IMPACT

None.

NE:GP:gks

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

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

\$13,916,232.50 to all District funding sources.

NE:GJS:AGH:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

Student Achievement • Safe Schools • Positive School Climate
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DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AGREEMENTS FOR CONTRACTOR/CONSULTANT SERVICES

=====

BACKGROUND

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

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

RECOMMENDATION

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

FISCAL IMPACT

As indicated.

NE:GJS:AGH:pw

CURRICULUM, INSTRUCTION, INNOVATION, AND SUPPORT	FISCAL IMPACT
CIIS-2122-146 SoftIntegration, Inc. To provide annual site license to C-STEM Professional 8.0 software. Submitted by: Don Lugo HS Duration of Agreement: September 30, 2021 - September 30, 2022	Contract amount: \$300.00 Funding source: ESSER

FACILITIES, PLANNING, AND OPERATIONS	FISCAL IMPACT
F-2122-045 U.S. CAD HOLDINGS, LLC. To provide renewal of software for editing, managing blue prints and project documents. Submitted by: Maintenance and Operations Duration of Agreement: January 17, 2022 - February 14, 2023	Contract amount: Per rate sheet Funding source: General Fund

HUMAN RESOURCES	FISCAL IMPACT
HR-2122-021 Raptor Technologies, LLC. To provide annual access fee for School Site Visitor Management System. Submitted by: Risk Management Duration of Agreement: February 1, 2022 - January 31, 2023	Contract amount: \$19,500.00 Funding source: General Fund

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS	FISCAL IMPACT
SBCSS 21/22-0435 San Bernardino County Superintendent of Schools. To provide in-person educator support for immigrant and refugee students, Train the Trainers program. Submitted by: Access and Equity Duration of Agreement: February 4, 2022 - June 30, 2022	Contract amount: \$4,484.88 Funding source: Title III

MASTER CONTRACT	FISCAL IMPACT
MC-2122-074 El Prado Golf Courses. To provide banquet, catering, and golf usage. Submitted by: Ayala HS Duration of Agreement: November 18, 2021 - June 30, 2025	Contract amount: Per rate sheet Funding source: ASB/USB/PFA/PTA/Boosters

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2122-052 HopSkipDrive, Inc. To provide transportation services for students under the McKinney-Vento Homeless Assistance Act. Submitted by: Health Services/CARE Program Duration of Agreement: June 17, 2021 - July 1, 2021 Original Agreement Board Approved: June 17, 2021	Contract amount: increase from \$15,000.00 to \$40,000.00 for additional transportation services Funding source: Title I
CIIS-2122-059 Health Services/CARE Program. To provide counseling services for homeless and unaccompanied youth under the McKinney-Vento CARE program. Submitted by: Health Services/CARE Program Duration of Agreement: June 17, 2021 - July 1, 2021 Original Agreement Board Approved: June 17, 2021	Contract amount: increase from \$10,000.00 to \$35,000.00 for additional counseling services Funding source: Title I

APPROVED CONTRACTS TO BE AMENDED	AMENDMENT
CIIS-2122-063 Health Services/CARE Program. To provide case management support for District homeless students and families. Submitted by: Health Services/CARE Program Duration of Agreement: June 17, 2021 - July 1, 2021 Original Agreement Board Approved: June 17, 2021	Contract amount: increase from \$25,000.00 to \$50,000.00 for additional case management. Funding source: Title I
CIIS-2122-086 ALC Schools, LLC. To provide additional transportation required for Special Education students. Submitted by: Special Education Duration of Agreement: July 1, 2021 - June 30, 2022 Original Agreement Board Approved: July 15, 2021	Contract amount: increase from \$500.00 to \$15,500.00 for additional transportation required for Special Education students. Funding source: Special Education

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

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**

February 3, 2022

<u>DESCRIPTION</u>	<u>MAKE/MODEL</u>	<u>I.D./SERIAL</u>	<u>DEPT/SITE</u>
Table Top			Human Resources
Table Base			Human Resources
Chairs (10)			Human Resources
Monitor Stand			Human Resources
Security Vehicle	2007 Chevy Impala	450	Security

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: NOTICE OF COMPLETION FOR BID 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 09-01)

=====

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alteration Project (BP 09-01) to Caston, Inc. All contracted work was completed on September 30, 2021. Contract summary is provided below.

Original Bid Amount	Approved Change Orders	Total Contract	5% Retention Amount
Canyon Hills JHS \$1,397,585.00	(\$27,163.00)	\$1,370,422.00	\$68,521.10
Townsend JHS \$1,538,000.00	(\$26,754.00)	\$1,511,246.00	\$75,562.30

Documentation indicating satisfactory completion and compliance with specification has been obtained from Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong, Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-01).

FISCAL IMPACT

None.

NE:GJS:pw

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR CUPCCAA PROJECTS

=====

BACKGROUND

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

CUPCCAA Project	Project Description	Contractor	Original Quotation	Change Order	Total	Funding Source
CC2022-14	Newman ES and Walnut ES Stage Floor Refinishing	Rite-Way Flooring, Inc.	\$16,159.60	N/A	\$16,159.60	01
CC2022-19	Ayala HS Pool Heater Replacement	Horizon Mechanical Contractors of California	\$19,785.24	\$3,189.79	\$22,975.03	01
CC2022-30	Ayala HS Feeder Group – NFPA 72 Testing	Time and Alarm Systems	\$16,560.00	N/A	\$16,560.00	01
CC2022-36	Eagle Canyon ES Re-Striping Project	Premier Paving	\$23,500.00	N/A	\$23,500.00	01

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

Staff recommends approval of the Change Order and Notice of Completion for these projects.

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

RECOMMENDATION

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

FISCAL IMPACT

\$79,194.63 to General Fund 01.

NE:GJS:pw



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

CHANGE ORDER

Date: 1/6/2022 BID/ CUPCAA #: CC2022-19 Change Order #: 01
Project Title: Ayala High School Pool Heater Replacement
Owner: Chino Valley Unified School District DSA Application #: NA DSA File #: _____
Architect: NA Contractor: Horizon Mechanical

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: Repair existing service pad for pool equipment by using Pour Stone.
Reason: Unforeseen issues with concrete pad after the removal of old equipment.
Document Ref: Estimate #11211
Requested by: Chino Valley USD
Change in Contract Sum: \$3,189.79
Time Extension: 0 days

ITEM
NO. 2: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

ITEM
NO. 3: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:




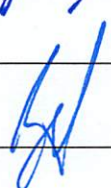
ITEM
NO. 4: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum:
Time Extension:

CONTRACT SUMMARY

The original contract amount was:	\$19,785.24
Previously approved change order amount(s):	\$0.00
The contract amount will be increased /decreased by this Change Order:	\$3,189.79
The new contract amount including this change order will be:	\$22,975.03

The original contract completion date:	XX/XX/XXXX
The contract time will be increased/decreased by days:	XX days
The date of completion as a result of this Change Order is:	XX/XX/XXXX

APPROVED BY:

JOHN GORDON		1/7/2022
Contractor (Horizon Mechanical)	Signature	Date
DSA Inspector of Record (if applicable)	Signature	Date
Architect / Engineer (if applicable)	Signature	Date
Construction / Project Manager	Signature	Date
Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Alex Rivera		1-10-2022
CVUSD Project Manager	Signature	Date
Martin Silveira		1-18-22
Director, Maintenance & Operations (if applicable)	Signature	Date
Director, Planning (if applicable)	Signature	Date
Greg Stachura		1/18/22
Owner (Authorized Agent)	Signature	Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: CHANGE ORDER AND NOTICE OF COMPLETION FOR
BID 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS
ALTERATIONS (BP 09-02)**

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-02) to Continental Marble and Tile Company. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2-Canyon Hills JHS	Continental Marble and Tile Company	(\$15,225.00)
	Bid Amount:	\$238,699.00
	Revised Total Project Amount:	\$223,474.00
	Retention Amount:	\$11,173.70

Change Order	Contractor	Amount
2-Townsend JHS	Continental Marble and Tile Company	(\$14,416.00)
	Bid Amount:	\$238,699.00
	Revised Total Project Amount:	\$224,283.00
	Retention Amount:	\$11,214.15

Change order #1 results in no change to the construction cost or contract time; only rephrases building construction within contract time. Change order #2 results in a net decrease of \$29,641.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described. All contracted work was completed on September 30, 2021.

Documentation indicating satisfactory completion and compliance with specification has been obtained from the following individuals: Kirk Jesse, DSA Inspector; Jim DiCamillo, Architect/Engineer; Hung Truong Construction/Project Manager; and Cesar Portugal, Construction Coordinator.

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

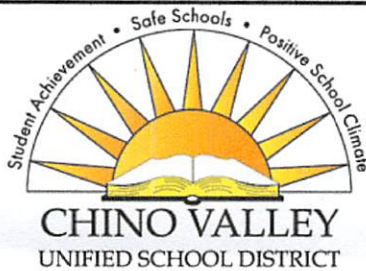
It is recommended the Board of Education approve the Change Order and Notice of Completion for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 09-02).

FISCAL IMPACT

(\$29,641.00) to Building Fund 21.

NE:GJS:MS:pw

b2030222

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

Facilities, Planning and Operations Division

5130 Riverside Drive

Chino, CA 91710

Telephone: 909.628.1202, Ext. 145 Fax: 909.548.6034

CHANGE ORDERDATE: 9/1/20 BID #: 19-20-31F CHANGE ORDER: 001PROJECT: Canyon Hills & Townsend Junior High School Modernization Projects – AlterationsDSA APPLICATION #: See below DSA FILE #: See belowOWNER: Chino Valley Unified School DistrictARCHITECT: WLC Architects, Inc.BID PACKAGE: BP#09-02 CONTRACTOR: Continental Marble & Tile Company

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:

Canyon Hills Jr. High School

DSA Application #A04-117236 / DSA File #36-11

ITEM NO. 1:	Description:	Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.
	Document Ref:	Change Order Request No. C-001 (PCO No. C-006)
	Requested by:	District
	Change in Contract Sum:	\$0.00 / ADD
	Time Extension:	0 Calendar days

Townsend Jr. High School

DSA Application #A04-117235 / DSA File #36-11

ITEM NO. 1:	Description:	Phase 2 - Building A, B & Site Work Schedule Resequencing
	Reason:	Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Townsend JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.
	Document Ref:	Change Order Request No. T-001 (PCO No. T-006)

Requested by: District
 Change in Contract Sum: \$0.00 / ADD
 Time Extension: 0 Calendar days

END OF CHANGE ORDER NO. 001 ITEMS

SCHOOL SITE SUMMARY

School	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills JHS	\$238,699.00 ✓	\$0.00 ✓	\$0.00 ✓	\$238,699.00 ✓
Townsend JHS	\$238,699.00 ✓	\$0.00 ✓	\$0.00 ✓	\$238,699.00 ✓
Total	\$477,398.00 ✓	\$0.00	\$0.00	\$477,398.00 ✓

CONTRACT SUMMARY

The original contract amount was: \$477,398.00 ✓
 Net previous change order amount(s): \$0.00 ✓
 The contract amount will be increased/decreased by this Change Order: \$0.00 ✓
 The new contract amount including this change order will be: \$477,398.00 ✓
 The original contract completion date: 01/14/22
 The contract time will be increased/decreased by days: 0
 The date of completion as a result of this Change Order is: 01/14/22

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or times associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the changes included in this Change Order.

APPROVED BY:

DocuSigned by:

**Continental Marble & Tile Company
(Contractor)**

Meghan Guzman

Admin Asst

09/16/2020 | 08:39 PDT

Date

DocuSigned by:

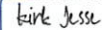
**WLC Architects Inc. (Architect)**

Jim DiCamillo / President

09/16/2020 | 09:22 PDT

Date

DocuSigned by:

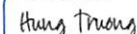
**DSA Inspector of Record**

Kirk Jesse / Inspector of Record

09/16/2020 | 12:53 PDT

Date

DocuSigned by:

**Construction Manager (CW Driver)**

Hung Truong / Senior Project Manager

09/16/2020 | 13:10 PDT

Date


CVUSD Construction CoordinatorCesar Portugal / Construction Coordinator,
Maintenance, Operations & Construction

Date


CVUSD Director, M.O.C. Planning
Planning Director
~~Martin Silveira / Director of Maintenance, Operations
and Construction~~

Date


CVUSD (authorized agent)Greg Stachura / Assistant Superintendent, Facilities,
Planning & Operations Department

Date

RCVD JAN 12 2022



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

CHANGE ORDER

Date: 12/20/2021 BID/ CUPCCAA #: 19-20-31F Change Order #: 002
 Project Title: Canyon Hills & Townsend Junior High School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11
 Architect: PBK-WLC Architects Contractor: Continental Marble & Tile Co (BP 09-02)

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: Canyon Hills Jr. HS – BP 09-02 Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 09-02.
 Document Ref: Change Order Request No. C-018 (PCO No. C-336)
 Requested by: District
 Change in Contract Sum: (\$15,225.00) / DEDUCT 6^{DS}
 Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Townsend Jr. HS -BP 09-02 Reconcile Unforeseen Conditions Allowance
 Reason: Reconcile Unused Unforeseen Conditions Allowance for BP 09-02.
 Document Ref: Change Order Request No. T-019 (PCO No. T-341)
 Requested by: District
 Change in Contract Sum: (\$14,416.00) / DEDUCT 6^{DS}
 Time Extension: 0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$238,699.00 ✓	\$0.00	(\$15,225.00) ✓	\$223,474.00 ✓
Townsend Jr. HS	\$238,699.00 ✓	\$0.00	(\$14,416.00) ✓	\$224,283.00 ✓
Totals:	\$477,398.00 ✓	\$0.00 ✓	(\$29,641.00) ✓	\$447,757.00 ✓

CONTRACT SUMMARY

The original contract amount was: \$477,398.00 ✓
 Previously approved change order amount(s): \$0.00 ✓
 The contract amount will be **decreased** by this Change Order: (\$29,641.00) ✓
 The new contract amount including this change order will be: \$447,757.00 ✓

The original contract completion date:

01/14/2022

The contract time will be increased/decreased by days:

0 Days

The date of completion as a result of this Change Order is:

01/14/2022

APPROVED BY:

Curtis

DocuSigned by:



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01/11/2022 | 08:50 PST

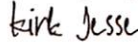
Contractor – Continental Marble & Tile
Company

Signature

Date

Kirk Jesse
Knowland Construction Services

DocuSigned by:



F32A6F0311EA4FE...

12/22/2021 | 10:04 PST

DSA Inspector of Record (if applicable)

Signature

Date

Jim DiCamillo
PBK-WLC Architects

DocuSigned by:



896FF2E3A634DB...

12/22/2021 | 09:50 PST

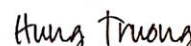
Architect / Engineer (if applicable)

Signature

Date

Hung Truong
CW Driver Inc.

DocuSigned by:



DB919CAC3A0446B...

12/22/2021 | 09:57 PST

Construction Manager / Project Manager

Signature

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

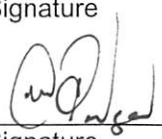
Signature

Date

Cesar Portugal
CVUSD Project Manager

Signature

Date


1/12/22Martin Silveira
Director, Maintenance, Operations &
Construction (if applicable)


Signature

Date

Beverly Beemer
Director, Planning (if applicable)


Signature

Date


1/12/2022Greg Stachura
Owner (Authorized Agent)

Signature

Date


1/12/22

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 19-20-31F, CANYON HILLS JHS AND TOWNSEND JHS ALTERATIONS (BP 10-01)

BACKGROUND

On July 16, 2020, the Board of Education awarded Bid 19-20-31F, Canyon Hills JHS and Townsend JHS (BP 10-01) to Bogh Engineering, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
2-Canyon Hills JHS	Bogh Engineering, Inc.	\$10,939.00
	Bid Amount:	\$1,420,000.00
	Revised Total Project Amount:	\$1,430,939.00

Change Order	Contractor	Amount
2-Townsend JHS	Bogh Engineering, Inc.	\$20,547.00
	Bid Amount:	\$1,511,000.00
	Revised Total Project Amount:	\$1,531,547.00

Change order #1 results in no change to the construction cost or contract time; only rephrases building construction within contract time. Change order #2 results in a net increase of \$31,486.00 to the construction cost and no change in contract time. Approval of the change order allows for compensation to the contractor to perform the additional work as described.

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

RECOMMENDATION

It is recommended the Board of Education approve the Change Order for Bid 19-20-31F, Canyon Hills JHS and Townsend JHS Alterations (BP 10-01).

FISCAL IMPACT

\$31,486.00 to Building Fund 21.



RCVD JAN 10 2022

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

CHANGE ORDER

Date: 12/16/2021 BID/ CUPCAA #: 19-20-31F Change Order #: 001
 Project Title: Canyon Hills & Townsend Junior High School Modernization Projects – Alterations
 Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11
 Architect: PBK-WLC Architects Contractor: Bogh Engineering, Inc. (BP 10-01)

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

ITEM NO. 1: Description: Canyon Hills Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing

Reason: Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Canyon Hills JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.

Document Ref: Change Order Request No. C-001 (PCO No. C-006)

Requested by: District

Change in Contract Sum: \$0.00 / ADD DS JJ

Time Extension: 0 Calendar Days

ITEM NO. 2: Description: Townsend Jr. HS - Phase 2 - Building A, B & Site Work Schedule Resequencing

Reason: Resequencing of Building A Specialty Classrooms, Building B Lockers Rooms/Classrooms and Concrete & Fencing Sitework to Phase 2 of Construction Schedule as noted on Townsend JHS Project Schedule dated 8/21/20 and Phasing Plan dated 8/21/20.

Document Ref: Change Order Request No. No. T-001 (PCO No. T-006)

Requested by: District

Change in Contract Sum: \$0.00 / ADD DS JJ

Time Extension: 0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$1,420,000.00 ✓	\$0.00	\$0.00	\$1,420,000.00 ✓
Townsend Jr. HS	\$1,511,000.00 ✓	\$0.00	\$0.00	\$1,511,000.00 ✓
Totals:	\$2,931,000.00 ✓	\$0.00	\$0.00	\$2,931,000.00 ✓

CONTRACT SUMMARY

The original contract amount was: \$2,931,000.00 ✓

Previously approved change order amount(s): \$0.00 ✓

The contract amount will be **increased** by this Change Order: \$0.00 ✓

The new contract amount including this change order will be: \$2,931,000.00 ✓

The original contract completion date: 01/14/2022

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

The date of completion as a result of this Change Order is: 01/14/2022

APPROVED BY:

Jeff Jaso PM

Contractor – Bogh Engineering Inc.

DocuSigned by:

Jeff Jaso
3C2C19DB29FC429...
Signature

12/22/2021 | 10:58 PST

Date

Kirk Jesse
Knowland Construction Services

DSA Inspector of Record (if applicable)

DocuSigned by:

Kirk Jesse
F32A6F0311EA4FE...
Signature

12/23/2021 | 10:02 PST

Date

Jim DiCamillo
PBK-WLC Architects

Architect / Engineer (if applicable)

DocuSigned by:

Jim DiCamillo
F3FE0739102D48D...
Signature

12/22/2021 | 11:00 PST

Date

Hung Truong
CW Driver Inc.

Construction/Project Manager

DocuSigned by:

Hung Truong
DB919CAC3A0446B...
Signature

12/22/2021 | 10:59 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Martin Silveira

Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date





Chino Valley Unified School District **BID JAN 10 2022**
Facilities, Planning, and Operations Division

CHANGE ORDER

Date: 12/16/2021 BID/ CUPCCAA #: 19-20-31F Change Order #: 002
Project Title: Canyon Hills & Townsend Junior High School Modernization Projects – Alterations
Owner: Chino Valley Unified School District DSA Application #: #A04-117236 / #A04-117235 DSA File #: #36-11
Architect: PBK-WLC Architects Contractor: Bogh Engineering, Inc. (BP 10-01)

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

ITEM NO. 1:	Description:	Canyon Hills Jr. HS - Reconcile 40yd & 3yd Dumpsters and Unused Unforeseen Allowance
	Reason:	Reconcile unused portion of the Unforeseen Conditions Allowance included in the base bid for Bid Package 10-01 at Canyon Hills Jr. HS against additional cost for 40yd and 3yd trash dumpster exchanges.
	Document Ref:	Change Order Request No. C-017 (PCO No. C-326 & C-327)
	Requested by:	District
	Change in Contract Sum:	\$10,939.00 / ADD 
	Time Extension:	0 Calendar Days
ITEM NO. 2:	Description:	Townsend Jr. HS - Reconcile 40yd & 3yd Dumpsters and Unused Unforeseen Allowance
	Reason:	Reconcile unused portion of the Unforeseen Conditions Allowance included in the base bid for Bid Package 10-01 at Townsend Jr. HS against additional cost for 40yd and 3yd trash dumpster exchanges.
	Document Ref:	Change Order Request No. T-018 (PCO No. T-329 & T-330)
	Requested by:	District
	Change in Contract Sum:	\$20,547.00 / ADD 
	Time Extension:	0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Canyon Hills Jr. HS	\$1,420,000.00	\$0.00	\$10,939.00	\$1,430,939.00
Townsend Jr. HS	\$1,511,000.00	\$0.00	\$20,547.00	\$1,531,547.00
Totals:	\$2,931,000.00	\$0.00	\$31,486.00	\$2,962,486.00

CONTRACT SUMMARY

The original contract amount was:	\$2,931,000.00
Previously approved change order amount(s):	\$0.00
The contract amount will be increased by this Change Order:	\$31,486.00
The new contract amount including this change order will be:	\$2,962,486.00
The original contract completion date:	01/14/2022
The contract time will be increased/decreased by days:	0 Days
The date of completion as a result of this Change Order is:	01/14/2022

APPROVED BY:

Jeff Jaso PM Contractor – Bogh Engineering Inc.	DocuSigned by:  3C2C19DB29FC429... Signature	12/22/2021 10:51 PST Date
Kirk Jesse Knowland Construction Services DSA Inspector of Record (if applicable)	DocuSigned by:  F32A6F0311EA4FE... Signature	12/22/2021 15:32 PST Date
Jim DiCamillo PBK-WLC Architects Architect / Engineer (if applicable)	DocuSigned by:  F3FE0739102D48D... Signature	12/22/2021 11:00 PST Date
Hung Truong CW Driver Inc. Construction Manager / Project Manager	DocuSigned by:  DB919CAC3A0446B... Signature	12/22/2021 10:52 PST Date

Authorized Department Head (if applicable)	Signature	Date
Director, Technology (if applicable)	Signature	Date
Cesar Portugal CVUSD Project Manager	 Signature	 Date
Martin Silveira Director, Maintenance, Operations & Construction (if applicable)	Signature	Date
Beverly Beemer Director, Planning (if applicable)	 Signature	 Date
Greg Stachura Owner (Authorized Agent)	 Signature	 Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CHANGE ORDER FOR BID 21-22-03F, BUTTERFIELD RANCH ES AND HIDDEN TRAILS ES ALTERATIONS (BP 22-01)

BACKGROUND

On October 7, 2021, the Board of Education awarded Bid 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01) to Empyrean Plumbing, Inc. During the course of construction, modifications to the original approved plans are made due to unforeseen conditions, revisions, or amended project scope. The following change order has been reviewed and recommended for approval by District staff.

Change Order	Contractor	Amount
1-Butterfield Ranch ES	Empyrean Plumbing, Inc.	\$0
	Bid Amount:	\$709,158.00
	Revised Total Project Amount:	\$709,158.00

Change Order	Contractor	Amount
1-Hidden Trails ES	Empyrean Plumbing, Inc.	\$28,634.00
	Bid Amount:	\$984,158.00
	Revised Total Project Amount:	\$1,012,792.00

The change order results in a net increase of \$28,634.00 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 21-22-03F, Butterfield Ranch ES and Hidden Trails ES Alterations (BP 22-01).

FISCAL IMPACT

\$28,634.00 to Building Fund 21.

NE:GJS:pw



PCUD JAN 10 2022

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

CHANGE ORDER

Date: 12/13/2021 BID/ CUPCAA #: 21-22-03F - Change Order #: 001

Project Title: Butterfield Ranch & Hidden Trails Elementary School Modernization Projects – Alterations

Owner: Chino Valley Unified School District DSA Application #: #A04-119901 / #A04-119900 DSA File #: #36-11

Architect: PBK-WLC Architects Contractor: Empyrean Plumbing Inc. BP 22-01

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

ITEM NO. 1:	Description:	HT – Domestic Water Backflow – Added Pressure Reducing & Relief Valves As noted in RFI 029.1 response, this is the cost to add domestic water pressure reducing and relief valves to the domestic water backflow replacement to mitigate the existing high fluctuating water pressure and avoid possible damage to the water line.
	Reason:	
	Document Ref:	Change Order Request No.H-001 (PCO No.H-020)
	Requested by:	District
	Change in Contract Sum:	\$28,634.00/ ADD DS OK
	Time Extension:	0 Calendar Days

PROJECT SUMMARY

Location	Original Contract Amount	Previous Change Orders	This Change Order	Revised Amount
Butterfield Ranch ES	\$709,158.00 ✓	\$0.00 ✓	\$0.00 ✓	\$709,158.00 ✓
Hidden Trails ES	\$984,158.00 ✓	\$0.00 ✓	\$28,634.00 ✓	\$1,012,792.00 ✓
Totals:	\$1,693,316.00 ✓	\$0.00	\$28,634.00 ✓	\$1,721,950.00 ✓

CONTRACT SUMMARY

The original contract amount was:	\$1,693,316.00 ✓
Previously approved change order amount(s):	\$0.00 ✓
The contract amount will be increased by this Change Order:	\$28,634.00 ✓
The new contract amount including this change order will be:	\$1,721,950.00 ✓

The original contract completion date:	12/23/2022	DS OK
The contract time will be increased/decreased by days:	0 Days	
The date of completion as a result of this Change Order is:	12/23/2022	

APPROVED BY:

David A. Koralewski

Contractor – Empyrean Plumbing Inc.

DocuSigned by:

David A. Koralewski

419DACF510FE47E

Signature

12/16/2021 | 15:43 PST

Date

Kirk Jesse

Knowland Construction Services

DSA Inspector of Record (if applicable)

DocuSigned by:

Kirk Jesse

F32A6F0311FA4FF

Signature

12/17/2021 | 14:49 PST

Date

Jim DiCamillo

PBK-WLC Architects

Architect / Engineer (if applicable)

DocuSigned by:

Jim DiCamillo

896FFF2E3A634DB...

Signature

12/16/2021 | 16:14 PST

Date

Hung Truong

CW Driver Inc.

Construction/Project Manager

DocuSigned by:

Hung Truong

DB919CAC3A0446B...

Signature

12/16/2021 | 16:05 PST

Date

Authorized Department Head (if applicable)

Signature

Date

Director, Technology (if applicable)

Signature

Date

Cesar Portugal

CVUSD Project Manager

Signature

Date

Martin Silveira

Director, Maintenance, Operations &
Construction (if applicable)

Signature

Date

Beverly Beemer

Director, Planning (if applicable)

Signature

Date

Greg Stachura

Owner (Authorized Agent)

Signature

Date

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **RESOLUTION 2021/2022-56, IN SUPPORT OF ASSEMBLY BILL 75 KINDERGARTEN-COMMUNITY COLLEGES PUBLIC EDUCATION FACILITIES BOND ACT OF 2022**

=====

BACKGROUND

There is a concerted effort, with the full support of CSBA, to bring a new state school bond measure to the ballot for the November 2022 election. This measure, introduced by Assemblymember O'Donnell and co-authored by Assemblymember Medina, is AB 75, Kindergarten - Community Colleges Public Education Facilities Bond Act of 2022.

Currently, there are more than \$3 billion dollars in projects on the wait list for school facilities in California. This waitlist includes projects in Chino Valley Unified School District that are eligible for approximately \$100 million dollars in state matching funds if the bond measure is approved. Statewide polling shows that voters are more likely to support a statewide bond if Local Education Agencies take a public position of support.

During this time of uncertainty when healthy, clean, and green facilities are more important than ever, districts and county offices of education are being asked to take a strong position of support on AB 75 by adopting a resolution. Advocates of the measure, including former State Superintendent of Public Instruction, Tom Torlakson, respectfully request that Local Education Agencies across California pass a resolution in support of AB 75.

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

RECOMMENDATION

It is recommended the Board of Education adopt Resolution 2021/2022-56, In support of Assembly Bill 75 Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022.

FISCAL IMPACT

None.

**Chino Valley Unified School District
Resolution 2021/2022-56
In Support of Assembly Bill 75
Kindergarten-Community Colleges Public Education Facilities Bond Act of
2022**

WHEREAS, the Chino Valley Unified School District (District) is committed to providing a quality education to our students and preparing them to succeed in today's economy; and

WHEREAS, the District has over \$750 million in facility needs which are eligible to be partially matched by State School Facility funds; and

WHEREAS, the District has several projects on the current Wait List eligible for approximately \$100 million in state matching funds if voters approve AB 75; and

WHEREAS, replacing, upgrading and/or building new classrooms and facilities is expensive and state school bond funds provide the opportunity for Districts to build safe, welcoming, and modern classrooms that offer the learning opportunities required for a high-quality 21st century education; and

WHEREAS, many of our schools are 25-50 years old and deteriorating, requiring significant upgrades; and

WHEREAS, Assembly Bill 75, as currently written, authorizes the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 (Bond Act of 2022), provides funding for renovation and improvements of existing classrooms, construction of new classrooms and school facilities, upgrades for HVAC and clean air filters, expansion of Career Technical Education facilities to improve job and career training, assistance for small school districts; and interim housing to help Districts impacted by natural disasters.

WHEREAS, the District supports the School Facility Program retaining date order funding for all projects on the wait list; and

WHEREAS, the passage of a new State Facility Bond will create jobs throughout California including careers within the building trades,

WHEREAS, the State of California has committed funds from all previous bond measures and is currently facing an increasing backlog of unfunded needs, currently at over \$3 billion dollars; and

WHEREAS, Assembly Bill 75, the Bond Act of 2022, will not raise individual local property taxes, while at the same time reduces the need for additional local property taxes for school facilities, and

NOW, THEREFORE, BE IT RESOLVED that the Chino Valley Unified School District supports the Assembly Bill 75 the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 in its current form as drafted and published on May 24, 2021.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 3rd day of February 2022 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

I, Christina Gagnier, President 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.

Christina Gagnier, President of the Board of Education
Chino Valley Unified School District

James Na, Clerk of the Board of Education
Chino Valley Unified School District

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: **APPROVAL OF THE ACCOMPANYING AGREEMENT BETWEEN THE CHINO VALLEY UNIFIED SCHOOL DISTRICT AND THE CITY OF CHINO AND THE ADOPTION OF RESOLUTION 2021/2022-58, LAW ENFORCEMENT ACCESS TO DISTRICT SECURITY SURVEILLANCE SYSTEM**

=====

BACKGROUND

The District has installed fixed video surveillance cameras Districtwide to aid in the safety and security of District students, personnel, and property.

By providing access to the security camera systems, the District, the City of Chino, and the Chino Police Department recognize that during an emergency situation, all parties would derive substantial benefit from the ability to share information quickly from live streaming video from the surveillance with first responders, allowing critical decisions to be made using real time awareness of such a situation.

Additionally, the Parties agree to coordinate their efforts and share information in order to prevent and deter crime and violence involving District students, and to promote a safe and nurturing environment in the school community.

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

RECOMMENDATION

It is recommended that the Board of Education approve the accompanying agreement between the Chino Valley Unified School District and the City of Chino and adopt Resolution 2021/2022-58, Law Enforcement Access to District Security Surveillance System.

FISCAL IMPACT

None.

NE:GJS:pw

Exhibit A

CHINO VALLEY UNIFIED SCHOOL DISTRICT SECURITY AND SURVEILLANCE USE AGREEMENT

This Security and Surveillance Use Agreement (the "Agreement") made this 3rd day of February 2022, between Chino Valley Unified School District ("District") and the City of Chino / Chino Police Department ("City" / "Police Department"), hereinafter referred to jointly as "the Parties," is as follows.

RECITALS

WHEREAS, the safety and the well-being of students, staff, and visitors on District campuses is a concern shared by both the District and the City / Police Department, and a coordinated effort is deemed the most effective and efficient means to provide for campus security;

WHEREAS, the District has installed fixed-video surveillance cameras ("surveillance") and operates such surveillance throughout District facilities to aid in the safety and security of District students, personnel, and property;

WHEREAS, the District Superintendent, or his authorized designee, shall oversee video surveillance.

WHEREAS, the surveillance feeds can be shared by District administrators with Chino Police Department authorities via live streaming video;

WHEREAS, the District, the City, and the Police Department recognize that during an emergency situation all parties would derive substantial benefit from the ability to share information quickly from live streaming video from the surveillance with first responders, allowing critical decisions to be made using real time awareness of such a situation;

WHEREAS, the Parties agree to coordinate their efforts and share information in order to prevent and deter violence involving District students and to promote a safe and nurturing environment in the school community;

WHEREAS, the Parties recognize that certain privacy concerns exist, and that access to the surveillance should be limited to emergency situations, criminal investigations, District-initiated requests, and to necessary maintenance, testing, training, and evaluation related to supporting such access; and

WHEREAS, the District, the City, and the Police Department agree to keep all student identities and information confidential pursuant to the Family Educational Rights and Privacy Act ("FERPA"), in addition to all state and federal laws.

DEFINITIONS

1. District shall mean the Chino Valley Unified School District.
2. City shall mean the City of Chino.
3. Police Department shall mean Chino Police Department.
4. “Emergency situation” means a situation that poses a threat to the life, safety, health, or property of the District, its students, its staff, and other occupants of the District, including, but not limited to fire, threatened or actual use of firearms or other potentially deadly or injurious weapons, and health related emergencies.

TERMS AND CONDITIONS

1. General Purpose.

- a) The purpose of the Agreement is to establish the terms and conditions for the joint use of the District’s security and surveillance system as contemplated by this Security and Surveillance Use Agreement.

2. Length of Agreement

- a) The term of this Agreement is ten (10) years beginning February 3, 2022 through June 30, 2032. Police access to security surveillance will be consistent with the terms mentioned below to include during the school year, breaks, and/or summer school sessions.
- b) Options to renew this Agreement shall be in writing and by consent of the City and the District as permitted by the law.
- c) This Agreement may be terminated with thirty-days’ (30) notice by either party.

3. Amendments

- a) The City or the District may from time to time require amendments to this Agreement or changes to the services under this Agreement. Such changes that are mutually agreed upon by and between the City and the District shall be in writing.
- b) It is mutually understood and agreed that no substantive alteration or variation of the terms of this Agreement shall be valid unless made in writing and approved and signed by both the City and the District.

4. Terms

- a) Parties recognize and acknowledge that the mission of the District is to serve all students and their families and provide them with the opportunity for equitable access and participation in the District's schools and education programs, and Parties further recognize that undocumented students have the same right as U.S. citizens to attend public schools. The parties will work in collaboration to further this mission and to foster an atmosphere in which all families feel safe on District campuses.
- b) Parties agree to coordinate their efforts and share information to ensure safety within the school community.
- c) District will continuously notify students, staff, and the general public that video surveillance will occur on school property through the use of the signage and other appropriate notifications. Signs will be posted in public entryways to the buildings and at other conspicuous locations informing persons that the building and grounds may be under video surveillance. The posted signs will read, "Surveillance Cameras in Use."
- d) District Superintendent, or his or her expressly authorized designee, shall oversee video surveillance. Only individuals authorized by the Superintendent or his or her designee may view surveillance recordings. Only the District Superintendent will decide if and when viewing needs to occur.
- e) District agrees to share access to its surveillance system with the Police Department at times necessary, in accordance with the judgement of the District Superintendent or his designee, and in the manner that will protect the reasonable privacy expectations of the District's students pursuant to FERPA, as well as reasonable privacy expectations of District staff.
- f) Police Department shall only access the surveillance system in the following circumstances:
 - i. **District-Initiated Sharing.** In the event a District-authorized official determines, in his or her sole discretion, that sharing footage from District's surveillance cameras will be of benefit to the Police Department and/or the City personnel. If the Police Department is provided access, the District Superintendent shall be notified in writing within 24 hours. The written notice to the Superintendent will include the time, duration, and basis for the access.
 - ii. **Emergency Situation-District Pre-Approved Surveillance Access.** The Police Department may access the surveillance system without the District's prior approval or contact in the event of an emergency situation or an after-hours incident that requires access to the surveillance system. Emergency

access will be logged on an electronic incident log as described in Section 4.iii.a.

- iii. **Non-emergency Situations, Maintenance, Training, Testing, and Evaluation.** Upon prior written approval, the Police Department may access the surveillance system in non-emergency situations and to conduct maintenance, training, testing, and evaluation. Such approval will include the names of the authorizing District official, the date, time, and duration of the access, and a brief description of the nature, extent, and justification for the access. Such notification may be delivered via electronic mail or in writing. If the Police Department is provided access by a District authorized official, the District Superintendent shall be notified in writing within 24 hours. The written notice to the Superintendent will include the time, duration, and basis for the access.
 - a. Police Department will maintain and provide the District with access to an electronic incident log that registers all incidents of the Police Department's access to the District's security system.
 - b. The City will document and investigate all incidents of crime pursuant to Chino Police Department policies and procedures.
 - c. District, the City, and Police Department agree to keep all student identities and information confidential pursuant to the Family Educational Rights and Privacy Act ("FERPA"), in addition to all state and federal laws.

5. Property

- a) Unless otherwise agreed upon by the Parties to this Agreement or required by law, security footage shall remain the sole property of the District.

6. Indemnification

- a) No Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the other Party under or in connection with any obligation delegated to the Parties under this Agreement.
- b) The City shall indemnify, defend, and hold harmless the District, its governing board, members of its governing board, officers, agents, and employees from any claims or damages arising from the Police Department's or the City's alleged unlawful misuse or unauthorized use of the system or the information including videos and images obtained therefrom.

- c) The District shall indemnify, defend, and hold harmless the City, its City Council, members of its City Council, officers, agents, and employees (City Indemnified Parties) from any claims or damages arising from the District's alleged unlawful misuse of the security surveillance system or the information including videos and images obtained therefrom.

7. Tort Liability.

Government Code section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being Parties to an agreement as defined in Government Code section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorney fees, that may be imposed upon or incurred by such other Party solely by virtue of Government Code section 895.21.

8. Miscellaneous

- a) **Severability.** If any section, clause, or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is, for any reason, held to be invalid by a final decision of a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or through other persons or circumstances shall not be affected thereby.
- b) **Section Headings.** The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions or language of this Agreement.
- c) **Laws of California.** This Agreement is made in the State of California, under the constitution and laws thereof, and shall be construed and enforced in accordance with the laws of such State.
- d) **Cooperation.** The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes and objections to this Agreement, including cooperation in matters relating to the accounting, litigation, and public relations.
- e) **Successors.** This Agreement shall be binding upon and shall insure to the benefit of the successors of the Parties hereto.

f) **Party Employees.**

- i. District Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employees shall be considered as an employee of the City, nor shall such District employees have any City benefits or status while an employee of the District.
- ii. City Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for the City of Chino, including its police department, shall be deemed City employees.

g) **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any Party not signatory to this Agreement.

h) **Entire Agreement.** This Agreement by and between Chino Valley Unified School District and the City of Chino Police Department supersedes any prior agreements, negotiations, the Memorandum of Understanding, and communications, oral or written. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent, or representative of either Party hereto shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

9. **Written Notice and Communication.** Notices or communications to be given by a Party hereunder shall be sufficiently given if made in writing and delivered either personally or by certified mail, postage prepaid, to the other Party at the following addresses or to such other address as may be designated from time to time in a written notice given pursuant hereto by the concerned Party:

District:


Chino Valley Unified School District
Attn: Gregory J. Stachura
Assistant Superintendent
5130 Riverside Drive
Chino, CA 91710

City:

City of Chino
Attn: Matt Ballantyne
City Manager
13220 Central Avenue
Chino, CA 91710

IN WITNESS WHEREOF, Chino Valley Unified School District and the City of Chino / Chino Police Department have entered into this Agreement on the date hereinabove written.

CITY OF CHINO

By 
City Manager

Dated 12.28.21

CHINO POLICE DEPARTMENT

By 
Chief of Police

Dated 12.28.2021

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Norm Enfield, Ed.D.
Superintendent

Dated _____

**Chino Valley Unified School District
Resolution 2021/2022-58
Law Enforcement Access to District Security Surveillance**

WHEREAS, the Board of Education of the Chino Valley Unified School District (the “District”) is dedicated to providing safety and security across its campuses;

WHEREAS, the District has installed fixed video surveillance cameras (“surveillance”) throughout District facilities to aid in the safety and security of District students, personnel, and property;

WHEREAS, the District operates surveillance technology at all District school sites and facilities;

WHEREAS, the District Superintendent, or his designee, shall oversee video surveillance. Only individuals authorized by the Superintendent, or his designee may view surveillance recordings. The District Superintendent will decide if and when viewing needs to occur, which can be shared via live stream video;

WHEREAS, the District may share access to its system with the Chino Police Department at times and in a manner that will protect the reasonable privacy expectations of District students pursuant to the Family Educational Rights and Privacy Act (“FERPA”), as well as reasonable privacy expectations of District staff, in accordance with the terms of the Agreement attached hereto;

WHEREAS, the Parties recognize that certain privacy concerns exist and that access to the surveillance should be limited to emergency situations, criminal investigations, and District-initiated requests, as well as necessary maintenance, testing, training, and evaluation related to supporting such access;

WHEREAS, the District, the City of Chino, and the Chino Police Department recognize that during an emergency situation, as defined in the Agreement attached hereto, all parties would derive substantial benefit from the ability to share information quickly from live streaming video from the surveillance with first responders, allowing critical decisions to be made using real time awareness of such a situation;

WHEREAS, the Parties agree to coordinate their efforts and share information in order to prevent and deter violence involving District students, and to promote a safe and nurturing environment in the school community;

WHEREAS, the District, the City of Chino, and the Chino Police Department agree to keep all student identities and information confidential, pursuant to the FERPA, in addition to all state and federal laws;

WHEREAS, the Chino police department will maintain and provide the District with access to, an electronic incident log that registers all incidents of Police Department access to the District's security system; and

WHEREAS, the District will continuously notify students, staff, and the general public that video surveillance will occur on school property through the use of the signage and other appropriate notifications.

NOW, THEREFORE, BE IT RESOLVED that under the current conditions and the desire of the Board of Education of the Chino Valley Unified School District to share security footage to facilitate the safety of students, staff, and visitors on District campuses, while maintaining the integrity and privacy of the above-named groups of individuals, the Board agrees to adopt this resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Education of the Chino Valley Unified School District this 3rd day of February 2022 by the following vote:

Bridge	_____
Cruz	_____
Gagnier	_____
Na	_____
Schaffer	_____

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

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: AMENDED LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2021/2022 SCHOOL YEAR

=====

BACKGROUND

At its June 3, 2021 meeting, the Board of Education approved the license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the 2021/2022 school year. The license agreement granted a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, 32, and 33. Upon the vacancy created by Sycamore Academy, Spectrum Schools has requested to revert back to use classrooms that they had used previously.

The amended license agreement would change their use of rooms from 14, 15, 16, 17, 18, 32, and 33 to rooms 14, 15, 19, 20, 21, 22, and 23 for the remainder of the 2021/2022 school year.

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

RECOMMENDATION

It is recommended the Board of Education approve the amended license agreement between Chino Valley Unified School District and Spectrum Center, Inc. for the use of real property for the 2021/2022 school year.

FISCAL IMPACT

None.

NE:GJS:pw

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

THIS AMENDED LICENSE AGREEMENT ("License" or "Agreement") is approved and entered into as of this **3rd day of February, 2022** ("Effective Date"), by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the "LICENSOR") and SPECTRUM CENTER, INC. a California Nonpublic Nonsectarian Certified School (the "LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

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

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

WHEREAS, LICENSOR is willing to grant to LICENSEE this License for exclusive use of Classrooms 14, 15, 19, 20, 21, 22, and 23 ("Exclusive Use Facilities") at the AEC Property as well as shared use of the Multi-Purpose Room/Cafeteria, Kitchen, Staff Lounge, Athletic Fields, Paved Play-Space/Basketball Courts, Upper Playground, Restrooms in Buildings A, C, and G, sixty-nine (69) parking spaces, Covered Drop-off/Pick-up area, and Common Hallways ("Shared Use Facilities") at the AEC Property in accordance with the terms and conditions of this License;

WHEREAS, the LICENSEE understands and agrees that the use of the above listed classrooms is guaranteed through June 30, 2022 but could change in future school years based on the needs of the Chino Valley Unified School District to operate other school programs.

WHEREAS, all other terms and conditions of the fully executed agreement (attached as Exhibit 1), dated June 4, 2021 shall apply.


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

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on _____, 2022.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Gregory J. Stachura Date
Assistant Superintendent

**SPECTRUM CENTER, INC.
C/O CHANCELIGHT, INC.**

By  1/14/2022
Date

Name Kyle Farris

Title SVP, Operations

EXHIBIT 1

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: June 3, 2021

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: LICENSE AGREEMENT BETWEEN CHINO VALLEY UNIFIED SCHOOL DISTRICT AND SPECTRUM CENTER, INC. FOR THE USE OF REAL PROPERTY FOR THE 2021/2022 SCHOOL YEAR

=====

BACKGROUND

The Chino Valley Unified School District, with the approval of the Board of Education, will continue the license agreement with Spectrum Center, Inc. for the 2021/2022 school year. The license grants a non-exclusive use of facilities for the purpose of operating a California certified private nonpublic school program. Spectrum Center, Inc. will provide a nonpublic school for students at the Alternative Education Center in Rooms 14, 15, 16, 17, 18, 32, and 33.

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

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

RECOMMENDATION

It is recommended the Board of Education approve the License Agreement Between Chino Valley Unified School District and Spectrum Center, Inc. for the Use of Real Property for the 2021/2022 School Year.

FISCAL IMPACT

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

NE:GJS:pw

EXHIBIT 1

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

THIS LICENSE AGREEMENT ("License" or "Agreement") is approved and entered into as of this 3rd day of June, 2021 ("Effective Date"), by and between the **CHINO VALLEY UNIFIED SCHOOL DISTRICT**, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the "LICENSOR") and **SPECTRUM CENTER, INC.** a California Nonpublic Nonsectarian Certified School (the "LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

AGREEMENT

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

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

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

Section 2. License Fee

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

(b) **Additional Classrooms.** LICENSEE will be charged One Thousand One Hundred Forty Three Dollars and Thirty Five Cents (\$1,143.35) per month for each exclusive use additional classroom added to the Facilities during the one-year Term of this Agreement.

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

Section 3. Term

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

(b) The commencement date shall be July 1, 2021 and unless sooner terminated under any provision hereof, this License shall end on June 30, 2022.

Section 4. Conditions of Licensee's Use

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

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

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

(d) **Supervision and Safety.** It shall be the ongoing responsibility of LICENSEE to make continuing efforts to maintain control and supervision of all its students, staff, parent volunteers and other invitees at all times. LICENSEE shall employ staff as may be reasonably necessary to safely operate LICENSEE's Program. All LICENSEE students at the AEC Property shall be accompanied by a LICENSEE employee at all times. LICENSEE shall designate one or more representatives at the AEC Property to be a person of authority in LICENSEE's operational structure and shall ensure that at least one such representative is present and available at the AEC Property during all hours of Program operations. LICENSEE shall complete the requested 24-hour contact information in **Exhibit C**, and return to LICENSOR by July 1, 2021.

EXHIBIT 1

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

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

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

(h) **Schedule of Use for Shared Use Facilities.** LICENSOR will confer in good faith with LICENSEE to reach a mutually acceptable schedule for LICENSEE's use of Shared Use Facilities after execution of this Agreement. The proposed schedule in **Exhibit D** for Shared Use Facilities is subject to change based on the LICENSOR's Alternative Education Center program use of Shared Use Facilities and the Sycamore Academy of Science and Cultural Arts-Chino Valley charter school's use of Shared Use Facilities during the 2021-2022 school year. Once a schedule of use for Shared Use Facilities is approved by LICENSOR after execution of this Agreement, LICENSEE shall maintain a copy of the schedule of use for Shared Use Facilities in LICENSEE's office within LICENSEE's Exclusive Use Facilities, and LICENSOR shall maintain a copy of the Shared Use Facilities schedule in LICENSOR's Alternative Education Center's office.

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

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

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

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

(j) **Conditions for Exclusive Use Facilities**. LICENSEE shall be responsible for ensuring that all Exclusive Use Facilities (Classrooms 14, 15, 16, 17, 18, 32 and 33 remain in good condition, clean, and in working order during LICENSEE's use.

(k) **School Hours; Holiday/Break Schedule**. LICENSEE shall complete the requested school hours and holiday/break schedule in **Exhibit C** and provide LICENSOR with the requested information after execution of this Agreement on or before July 1, 2021. If there are any changes to LICENSEE's school hours and/or its holiday/break schedule, LICENSEE shall provide the new hours and/or its holiday/break schedule within seven (7) business days to LICENSOR.

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

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

(n) **Emergency Procedures/Drills**. LICENSOR shall provide LICENSEE with LICENSOR's emergency, evacuation, and security procedures to be followed at all times by LICENSEE on all areas of the AEC Property. LICENSEE's site supervisor shall meet with the Director of Alternative Education during August 2019 to identify and discuss dates throughout the year for emergency procedures/ drills. LICENSEE employees and students shall cooperate with and participate in all LICENSOR's lockdowns, emergency drills, and fire drills required by LICENSOR at the AEC Property.

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

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

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

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

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

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

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

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

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

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

Section 5. Insurance

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

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

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

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

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

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

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

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provide LICENSOR with written notice of the number of employees that LICENSEE's insurance covers and the number of employees employed by LICENSEE at the AEC property quarterly on September 30, 2021, December 30, 2021, March 31, 2022, and May 30, 2022.

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

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

Section 6. Indemnification

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

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

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

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

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

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

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

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

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

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

Section 7. Damage/Destruction

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

Section 8. Notice

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

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

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

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

Section 9. Compliance with All Laws

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

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

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

Section 10. Revocation/Termination

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

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

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

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

Section 11. Dispute Resolution

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

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

Section 12. Official Representatives

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

Section 13. Assignment

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

Section 14. Employees/Independent Contractors

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

Section 15. Independent Status

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

Section 16. Entire Agreement of Parties; Amendment

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

Section 17. Legal Interpretation

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

Section 18. Taxes

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

Section 19. Other Provisions

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

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

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

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

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

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

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

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

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

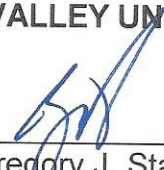
(i) **Attorneys' Fees**. Each Party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

EXHIBIT 1

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

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on 6/3, 2021.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By  6/3/21
Gregory J. Stachura Date
Assistant Superintendent

SPECTRUM CENTER, INC.
C/O CHANCELIGHT, INC.

By  5/3/2021
Date

Name Kyle M. Farris

Title Senior Vice President, Operations

EXHIBIT 1

Approved and ratified on June 3, 2021 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: 4

NOES: 0

Abstentions: 1-Absent



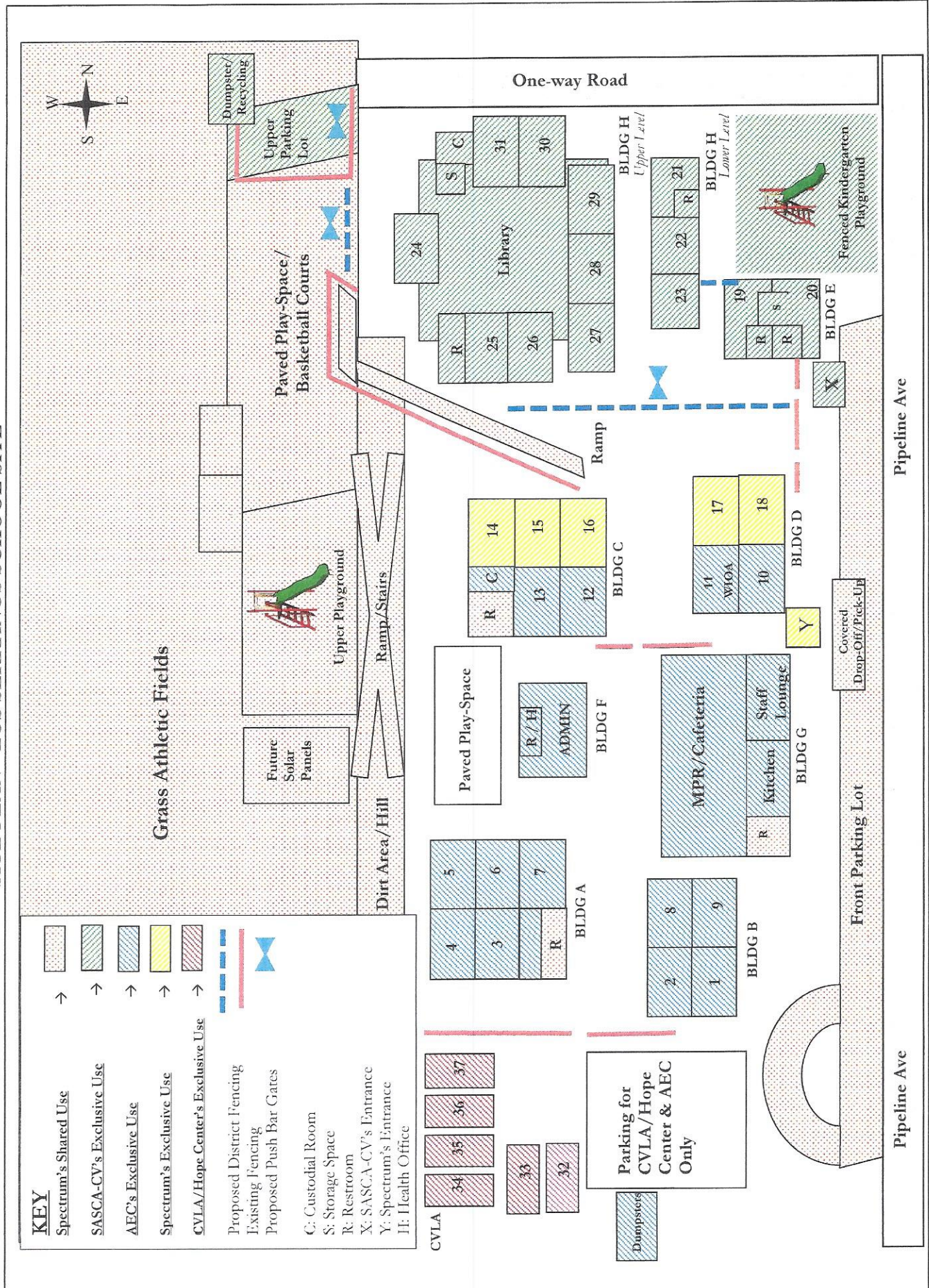
Dr. Norm Enfield, Ed.D., Superintendent
Secretary, Board of Education

DESCRIPTION OF PROPERTY

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

Description: 15650 Pipeline Avenue
Chino Hills, CA 91709

SITE PLAN - LOS SERRANOS SCHOOL SITE



**SPECTRUM CENTER INFORMATION
FOR LICENSE AGREEMENT****I. SPECTRUM CENTER CONTACT INFORMATION***Executive Director/CEO*Name: Randy AsmoCell Phone: 614-893-4058Office Phone: 614-893-4058Email: randy.asmo@chancelight.com*On-Site Principal or Administrator in Charge*Name: Adolph StoneCell Phone: 909-680-2808Office Phone: 909-680-2808Email: astone@spectrumschools.com*On-Site Assistant Principal or Administrator in Next Charge*Name: Melissa ElvidgeCell Phone: 714-473-1142Office Phone: 714-473-1142Email: melvidge@spectrumschools.com**II. SPECTRUM CENTER SCHOOL HOURS**Start of School Day 8:25amEnd of School Day: 2:25pm**III. SPECTRUM CENTER HOLIDAY BREAKS**List of Holidays / Breaks: TBD

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE LOS SERRANOS SCHOOL SITE**

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

**PROPOSED
SCHEDULE FOR USE OF SHARED SPACE
AT THE LOS SERRANOS SCHOOL SITE**

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

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

SUBJECT: CERTIFICATED/CLASSIFIED PERSONNEL ITEMS

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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>
<u>HIRED AT THE APPROPRIATE PLACEMENT ON THE CERTIFICATED SALARY SCHEDULE AND APPROPRIATE CREDENTIAL FOR THE 2021/2022 SCHOOL YEAR</u>			
KELLUM, Mya	Elementary Teacher	Liberty ES	01/31/2022
CALLES, Daisey	Special Education Teacher	Walnut ES	01/21/2022
CHEW, May	Elementary Teacher 57%	Briggs K-8	01/25/2022
ACOSTA, Christina	K-12 Intervention Counselor	Health Services	01/24/2022
AYALA, Diana	K-12 Intervention Counselor	Health Services	01/24/2022
DELLOSA, Amy	K-12 Intervention Counselor	Health Services	01/24/2022
GUILLEN, Diane	K-12 Intervention Counselor	Health Services	01/24/2022
MOON, Linda	K-12 Intervention Counselor	Health Services	01/24/2022

RESIGNATION

HART, Shiloh	Child Development Teacher	Health Services	01/20/2022
RUIZ, Christina	K-12 Intervention Counselor	Health Services	01/28/2022
TORRES, Gerardo	K-12 Intervention Counselor	Health Services	01/28/2022

APPOINTMENT - EXTRA DUTY

ORTEGA, Thalia (NBM)	Band (B)	Canyon Hills JHS	01/19/2022
AGUIRRE, Rochelle (NBM)	Boys Basketball (GF)	Townsend JHS	01/12/2022
LIANG, Meng (NBM)	Boys Basketball (GF)	Townsend JHS	01/12/2022
ORTEGA, Thalia (NBM)	Band (B)	Ayala HS	01/19/2022
PAPP, Matthew (NBM)	Girls Soccer (B)	Ayala HS	01/19/2022
MELGAR, Nathaniel (NBM)	Volleyball (B)	Chino HS	12/01/2021
GAITHER, Richard (NBM)	Softball (B)	Chino Hills HS	01/19/2022
BEYER, Micah (NBM)	Baseball (B)	Don Lugo HS	01/18/2022

APPOINTMENT – EXTRA DUTY – DEPARTMENT CHAIR

MURRAY, Alecia	4-6 Grade Level Chair	Liberty ES	01/24/2022
		TOTAL:	388.16

DELETE – EXTRA DUTY – DEPARTMENT CHAIR

DURHAM, Patricia	4-6 Grade Level Chair	Liberty ES	01/21/2022
		TOTAL:	\$-388.16

CERTIFICATED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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**APPOINTMENT OF CERTIFICATED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH
JUNE 30, 2022**

BAEZA, Veronica	CONNEALLY, Nicole	DAI, Zhiyan
DALDE, Katrina	DE BOERS, Diana	DEMPSEY, Kayla
FORTHUN, Anna	HA, Julie	HARGIS OCHOA, Manyara
IVES, Lenee	KIMM, Adrienne	MENDOZA-GARCIA, Leslie
MCKELLIP, Samuel	MORROW, Matthew	ORRICK, Steven
PORTESI, Emilie	PRIETO, Gabriel	RAMIREZ, Andrew
SNYDER, Lauren	TRUJILLO, Alex	

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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CLASSIFIED MANAGEMENT PERSONNEL FOR THE 2021/2022 SCHOOL YEAR**INCREASE IN HOURS**

HODGE, Deron	FROM: Behavioral Health Clinical Program Supervisor (C) 6 hrs./248 contract days	Health Services	01/25/2022
	TO: Behavioral Health Clinical Program Supervisor (C) 8 hrs./248 contract days	Health Services	

HIRED AT THE APPROPRIATE PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE**APPOINTMENT**

MAGEE, Dawn	IA/Elementary Grade Level (C)	Dickson ES	02/04/2022
BELTRAN Jr., Robert	Security Person (GF)	Chino HS	02/04/2022
RIOS, Brenda	Bus Driver (GF)	Transportation	01/18/2022
RUIZ Jr., Eliseo	Mechanic II (GF)	Transportation	01/24/2022

PROMOTION

CASILLAS, Sylvia	FROM: IA/Special Education/SH (SELPA/GF) 6 hrs./181 work days	Walnut ES	02/04/2022
	TO: Career Center Guidance Technician (GF) 6 hrs./187 work days	Chino Hills HS	
MURTIDJAJA, Maria	FROM: Nutrition Services Assistant I (NS) 3 hrs./261 contract days	Cal Aero K-8	02/04/2022
	TO: Central Kitchen Assistant I (NS) 3 hrs./181 work days	Magnolia JHS	

RESIGNATION

VISTA, Sontrima	Playground Supervisor (GF)	Canyon Hills JHS	01/24/2022
CORDOBA GARCIA, Priscilla	Counseling Assistant (GF)	Don Lugo HS	02/11/2022

RETIREMENT

MOTA, Amelia	Custodian I (GF)	Cortez ES	01/24/2022
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CLASSIFIED PERSONNEL

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>
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**APPOINTMENT OF CLASSIFIED SUBSTITUTES EFFECTIVE JULY 1, 2021, THROUGH
JUNE 30, 2022**

CALIZ, Andrea	LOPEZ, Kimberly	MCKENDRY, Madison
MONTES, Cynthia	MOYA, Johnathan	OCHOA, Priscilla
PORTER, Jordan	SCALLON, Barbara	

(504)	= Federal Law for Individuals with Handicaps
(ABG)	= Adult Education Block Grant
(ASB)	= Associated Student Body
(ASF)	= Adult School Funded
(ATE)	= Alternative to Expulsion
(B)	= Booster Club
(BTSA)	= Beginning Teacher Support & Assessment
(C)	= Categorically Funded
(CDF)	= Child Development Fund
(CVLA)	= Chino Valley Learning Academy
(CWY)	= Cal Works Youth
(E-rate)	= Discount Reimbursements for Telecom.
(G)	= Grant Funded
(GF)	= General Fund
(HBE)	= Home Base Education
(MAA)	= Medi-Cal Administrative Activities
(MG)	= Measure G – Fund 21
(MH)	= Mental Health – Special Ed.
(NBM)	= Non-Bargaining Member
(ND)	= Neglected and Delinquent
(NS)	= Nutrition Services Budget
(OPPR)	= Opportunity Program
(PFA)	= Parent Faculty Association
(R)	= Restricted
(ROP)	= Regional Occupation Program
(SAT)	= Saturday School
(SB813)	= Medi-Cal Admin. Activities Entity Fund
(SELPA)	= Special Education Local Plan Area
(SOAR)	= Students on a Rise
(SPEC)	= Spectrum Schools
(SS)	= Summer School
(SWAS)	= School within a School
(VA)	= Virtual Academy
(WIA)	= Workforce Investment Act

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

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

**SUBJECT: NEW JOB DESCRIPTION FOR COORDINATOR, EQUITY,
DIVERSITY, AND SUPPORT SYSTEMS**

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BACKGROUND

Job descriptions are a statement of duties, qualifications, and responsibilities associated with a particular job. It is a matter of standard practice to modify and/or create job descriptions as new positions become necessary, jobs evolve, and responsibilities and duties change. Additionally, changes in organizational structure, student needs, and other factors require the revision of existing positions to support the District's mission of increased student achievement.

New language is provided in UPPER CASE.

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

RECOMMENDATION

It is recommended the Board of Education approve the new job description for Coordinator, Equity, Diversity, and Support Systems.

FISCAL IMPACT

Salary and benefits of \$140,344.00 to the General Fund.

NE:RR:IB:ED:mcm

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
POSITION DESCRIPTION**

TITLE:	COORDINATOR, EQUITY, DIVERSITY, AND SUPPORT SYSTEMS	REPORTS:	DIRECTOR, STUDENT SUPPORT SERVICES
DEPARTMENT:	STUDENT SUPPORT SERVICES	CLASSIFICATION:	CERTIFICATED MANAGEMENT
FLSA:	EXEMPT	WORK YEAR:	226
ISSUED:		SALARY:	RANGE 23

BASIC FUNCTION:

UNDER THE DIRECTION OF THE DIRECTOR OF STUDENT SUPPORT SERVICES, THE COORDINATOR OF EQUITY, DIVERSITY, AND SUPPORT SYSTEMS (HEREINAFTER "COORDINATOR") SHALL PERFORM A VARIETY OF PROFICIENT, PRESCRIBED DUTIES REQUIRING EXCELLENT COMMUNICATION SKILLS, CONFLICT MEDIATION SKILLS, AND USE OF RESTORATIVE JUSTICE PRACTICES. IN ADDITION, THE COORDINATOR SHALL ASSIST THE DIRECTOR WITH COORDINATION OF THE OPERATION, ACTIVITIES, PROGRAMS, AND PROCEDURES OF STUDENT SUPPORT SERVICES AS IT PERTAINS TO POSITIVE BEHAVIORAL SUPPORTS, STUDENT EQUITY, AND DIVERSITY, AND ASSISTING WITH TRAINING AND INSTRUCTION TO SITES THEREBY REDUCING EXCLUSIONARY DISCIPLINARY PRACTICES. THE COORDINATOR SHALL ASSURE COMPLIANCE WITH APPLICABLE LAWS, POLICIES, RULES, AND REGULATIONS; INCLUDING KNOWLEDGE OF TITLE IX INVESTIGATION PRACTICES, AND PROVIDING EXPERTISE IN THE AREA OF TRENDS, PRACTICES, AND STRATEGIES RELATIVE TO EMOTIONAL AND SOCIAL STUDENT SUPPORTS.

THIS POSITION SUPPORTS CLIMATE AND CULTURE EFFORTS BY PROVIDING ALTERNATIVES TO PUNITIVE STUDENT DISCIPLINE PRACTICES IN ORDER TO FOSTER A POSITIVE CULTURE FOR A RESTORATIVE FRAMEWORK. THE COORDINATOR WILL COLLABORATE WITH COMMUNITY AGENCIES AND OTHER DISTRICT DEPARTMENTS TO PROVIDE A RANGE OF SERVICES THAT ADDRESS THE NEEDS OF AT-PROMISE STUDENTS.

REPRESENTATIVE DUTIES:

INCUMBENTS MAY PERFORM ANY COMBINATION OF THE ESSENTIAL FUNCTIONS SHOWN BELOW. THIS POSITION DESCRIPTION IS NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, KNOWLEDGE, OR ABILITIES ASSOCIATED WITH THIS CLASSIFICATION BUT IS INTENDED TO ACCURATELY REFLECT THE PRINCIPAL JOB ELEMENTS. THEREFORE, THESE DUTIES MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

E = ESSENTIAL FUNCTIONS

COACHES AND MENTORS STAFF TO PROMOTE POSITIVE CLIMATE AND SOCIAL-EMOTIONAL LEARNING FOR THE SCHOOL COMMUNITY. (E)

PROMOTES PRACTICES TO CREATE A POSITIVE SCHOOL SITE CULTURE TO ONE THAT VALUES DIVERSE CULTURAL AND ETHNIC BACKGROUNDS THROUGH FOUNDATIONAL PRINCIPLES (E.G., RESTORATIVE JUSTICE, IMPLICIT BIAS, AND PREVENTING DISCRIMINATION, HARASSMENT, BULLYING, AND INTIMIDATION BASED ON ACTUAL OR PERCEIVED CHARACTERISTICS). (E)

ASSISTS THE TITLE IX COORDINATOR WITH THE DEVELOPMENT AND IMPLEMENTATION OF A COMPREHENSIVE PROGRAM FOR MONITORING OF AND COMPLIANCE WITH LAWS, POLICIES, PROCEDURES, AND PRACTICES RELATING TO DISCRIMINATION, HARASSMENT, RETALIATION, AND BULLYING PREVENTION. (E)

REVIEWS AND PROVIDES OVERSIGHT FOR DISTRICT-WIDE POLICIES REGARDING NON-DISCRIMINATION, SEXUAL HARASSMENT PREVENTION, TITLE IX COMPLIANCE AND ADA. (E)

ASSISTS THE TITLE IX COORDINATOR WITH THE DISTRICT'S OBLIGATIONS UNDER TITLE IX, INCLUDING COORDINATING AND INVESTIGATING COMPLAINTS AND GRIEVANCE PROCESSES RECEIVED PURSUANT TO TITLE IX AND ITS IMPLEMENTING REGULATIONS. (E)

PROVIDES REMEDIAL ACTION NECESSARY TO PROHIBIT ANY EXISTING DISCRIMINATION OR IMPLICIT BIAS.

WORKS WITH DEPARTMENTS AND SITES TO ENSURE ANTI-BULLYING AND HARASSMENT POLICY IS ENFORCED IN ALL SCHOOLS. (E)

INFORMS SITE AND DISTRICT ADMINISTRATORS OF AVAILABLE DISTRICT, COMMUNITY, STATE, AND FEDERAL RESOURCES AVAILABLE TO REDUCE EXCLUSIONARY DISCIPLINE PRACTICES. (E)

PROVIDES GUIDANCE AND TECHNICAL SUPPORT FOR SITES IMPLEMENTING POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS AND THE MONITORING OF ALTERNATIVE DISCIPLINARY PRACTICES TO REDUCE OUT OF SCHOOL SUSPENSIONS. (E)

ASSURES FAIR AND CONSISTENT APPLICATION AND INTERPRETATION OF DISTRICT POLICIES AND/OR STATE, FEDERAL AND LOCAL REGULATIONS. (E)

COLLABORATES WITH DISTRICT AND SITES TO ENSURE STUDENT POLICIES ARE EQUITABLE, UNBIASED AND REFLECTIVE OF THE DISTRICT'S DIVERSITY. (E)

KEEPS INFORMED OF CURRENT TRENDS IN THE OPERATION OF EQUITY, DIVERSITY, AND SUPPORT SYSTEMS, PUBLIC EDUCATION AND OTHER PERTINENT AREAS, SUCH AS FEDERAL, STATE AND LOCAL LAWS AND DISTRICT REGULATIONS, POLICIES, AND PROCEDURES. (E)

LEARNS, INTERPRETS, APPLIES, AND EXPLAINS LAWS, RULES AND REGULATIONS. (E)

MAINTAINS FILES ON RECENT LEGISLATION RELATED TO SOCIAL AND EMOTIONAL SUPPORT OF STUDENTS. (E)

COMMUNICATES AND BUILD POSITIVE RELATIONSHIPS WITH STUDENTS, PARENTS, STAFF AND COMMUNITY. (E)

SUPPORTS CRISIS MANAGEMENT EFFORTS IN COLLABORATION WITH SCHOOL LEADERS. (E)

ASSISTS IN CONDUCTING IN-SERVICE PROGRAMS PERTAINING TO ASSIGNED FUNCTIONS. (E)

SERVES, UPON ASSIGNMENT, AS A RESOURCE PERSON TO ALL DIVISION DIRECTORS IN THE DISTRICT. (E)

ASSISTS IN THE PREPARATION AND MAINTENANCE OF A VARIETY OF NARRATIVE AND STATISTICAL REPORTS, RECORDS, AND FILES; PREPARES AGENDAS AND MEMOS. (E)

ASSISTS IN WRITING AND REVISING POLICIES AND ADMINISTRATIVE REGULATIONS PERTAINING TO ASSIGNED FUNCTIONS. (E)

ASSURES ACCURATE AND TIMELY DISSEMINATION OF INFORMATION BY MEETING DEADLINES EFFICIENTLY AND EFFECTIVELY. (E)

MAINTAINS AND MONITORS ASSIGNED BUDGETS. (E)

SERVES ON COMMITTEES AS APPROPRIATE OR ASSIGNED BY IMMEDIATE SUPERVISOR. (E)

SUPERVISES AND EVALUATES THE PERFORMANCE OF ASSIGNED STAFF; INTERVIEWS AND SELECTS EMPLOYEES AND RECOMMENDS TRANSFERS, REASSIGNMENTS, TERMINATIONS, AND DISCIPLINARY ACTIONS; PLANS, COORDINATES, AND ARRANGES FOR APPROPRIATE TRAINING OF SUBORDINATES. (E)

PERFORMS RELATED DUTIES CONSISTENT WITH THE SCOPE AND INTENT OF THE POSITION.

PERFORMS OTHER DUTIES AS ASSIGNED.

MINIMUM REQUIREMENTS:

EDUCATION, EXPERIENCE, LICENSES, AND OTHER REQUIREMENTS:

BACHELOR'S DEGREE REQUIRED IN COUNSELING, PUPIL PERSONNEL SERVICES, SOCIAL SCIENCE, SUBJECT CONTENT AREA, RESTORATIVE PRACTICES, EDUCATION, OR RELATED FIELD. MASTER'S DEGREE IN RELATED FIELD PREFERRED.

EXPERIENCE IN WORKING IN PUBLIC SCHOOLS AND COMPLETION OF COURSES IN COUNSELING AND STUDENT SUPPORT SERVICES DESIRABLE.

POSSESSION OF A VALID CALIFORNIA PRELIMINARY OR PROFESSIONAL CLEAR MULTIPLE SUBJECT, SINGLE SUBJECT TEACHING CREDENTIAL, OR CALIFORNIA PUPIL PERSONNEL SERVICES CREDENTIAL IS DESIRABLE.

MUST POSSESS A VALID CALIFORNIA ADMINISTRATIVE CREDENTIAL AUTHORIZING SERVICE AS AN ADMINISTRATOR.

EMPLOYMENT ELIGIBILITY THAT MAY INCLUDE FINGERPRINTS, HEALTH (TB) AND/OR OTHER EMPLOYMENT CLEARANCE.

MUST HAVE VALID CALIFORNIA DRIVER'S LICENSE AND AUTOMOBILE AVAILABLE FOR USE. MUST BE WILLING TO ATTENDEVENING, NIGHT, AND WEEKEND MEETINGS.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- PHILOSOPHICAL, EDUCATIONAL, FISCAL, AND LEGAL ASPECTS AFFECTING EQUITY AND DIVERSITY AND STUDENT SUPPORTS;
- PSYCHOLOGICAL, SOCIAL, BEHAVIORAL, AND EDUCATIONAL NEEDS OF STUDENTS;
- WORKING IN A MULTI-ETHNIC SCHOOL OR DISTRICT;
- RESEARCH METHODS AND REPORT WRITING TECHNIQUES;
- RECORD-KEEPING TECHNIQUES;
- DISTRICT ORGANIZATION, OPERATIONS, POLICIES, AND PROCEDURES;
- TECHNICAL ASPECTS OF FIELD OF SPECIALTY;
- PRINCIPLES OF ORGANIZATION, OPERATION, AND SUPERVISION;
- PRINCIPLES, PRACTICES, TRENDS, GOALS, AND OBJECTIVES OF PUBLIC EDUCATION;
- MODERN TECHNOLOGY AND OFFICE PROCEDURES AND METHODS, COMPUTER EQUIPMENT, AND COMPUTER SOFTWARE NECESSARY TO PERFORM REQUIRED DUTIES;
- BUDGET PREPARATION AND CONTROL;
- APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, REGULATIONS, POLICIES, AND PROCEDURES RELATED TO ASSIGNED ACTIVITIES;
- EFFECTIVE AND CLEAR ORAL AND WRITTEN COMMUNICATION SKILLS, INCLUDING ENGLISH USAGE, GRAMMAR, SPELLING, PUNCTUATION, VOCABULARY, COMPOSITION, AND MATHEMATICS;
- SCHOOLWIDE POSITIVE BEHAVIOR SUPPORT SYSTEMS; AND
- HUMAN RELATIONS, INCLUDING CONFLICT RESOLUTION SKILLS.

ABILITY TO:

- ADMINISTER ASSIGNED BUDGETS AND ALLOCATE FUNDS;
- ANALYZE SITUATIONS CAREFULLY AND ADOPT AN EFFECTIVE COURSE OF ACTION;
- BE DETAILED ORIENTED, ORGANIZED, ACCURATE, THOROUGH, AND MONITOR WORK FOR QUALITY;
- COMMUNICATE EFFECTIVELY, BOTH ORALLY AND IN WRITING;
- COORDINATE AND SUPERVISE THE WORK OF OTHERS;
- DEMONSTRATE LEADERSHIP QUALITIES AND UTILIZE MOTIVATIONAL TECHNIQUES AND STRATEGIES IN THE DEVELOPMENT OF AN OPERATIONAL MODE THAT IS COST EFFECTIVE;
- ESTABLISH AND MAINTAIN COOPERATIVE AND EFFECTIVE WORKING RELATIONSHIPS WITH DISTRICT PERSONNEL, COMMUNITY MEMBERS, AND EXTERNAL COMPANIES AND AGENCIES IN THE COURSE OF PERFORMING ASSIGNED DUTIES;
- FACILITATE AND UTILIZE ACTIVE LISTENING;
- GAIN COOPERATION THROUGH DISCUSSION AND PERSUASION;
- INTERPRET, APPLY, AND EXPLAIN ADMINISTRATIVE AND BOARD POLICIES, LAWS, REGULATIONS;
- OPERATE A COMPUTER TERMINAL AND AUDIO-VISUAL EQUIPMENT;
- PLAN, ORGANIZE, COORDINATE, AND ADMINISTER A COMPREHENSIVE EQUITY,

DIVERSITY, AND SUPPORT SERVICES PROGRAM;

- PLAN, ORGANIZE, AND PRIORITIZE WORK TO MEET MULTIPLE SCHEDULES AND DEADLINES, AND MANAGESIMULTANEOUS TASKS, WITH MANY INTERRUPTIONS;
- SUPERVISE AND EVALUATE THE PERFORMANCE OF ASSIGNED STAFF;
- UNDERSTAND, ANALYZE, AND PREPARE COMPREHENSIVE NARRATIVE AND STATISTICAL REPORTS;
- WORK INDEPENDENTLY WITH MINIMUM DIRECTION AND SUPERVISION, WORK UNDER PRESSURE; AND
- WRITE IN A CLEAR AND CONCISE MANNER FOR BROAD PUBLIC APPEAL AND INTERPRETATION.

WORKING CONDITIONS:

ENVIRONMENT:

- DISTRICT OFFICE ENVIRONMENT AND SCHOOL SITES;
- DEMANDING TIMELINES;
- INDOOR AND OUTDOOR ENVIRONMENT;
- SUBJECT TO DRIVING TO A VARIETY OF LOCATIONS TO CONDUCT WORK DURING DAY AND EVENING HOURS;
- SUBJECT TO FREQUENT INTERRUPTIONS AND EXTENSIVE CONTACT WITH STUDENTS, STAFF, PARENTS, AND THEPUBLIC;

PHYSICAL DEMANDS:

- BENDING AT THE WAIST, KNEELING, CROUCHING, AND REACHING TO RETRIEVE AND MAINTAIN FILES ANDRECORDS;
- CLIMBING, OCCASIONAL USE OF STEPLADDERS;
- DEXTERITY OF HANDS AND FINGERS TO OPERATE STANDARD OFFICE EQUIPMENT, COMPUTER KEYBOARD, AND OTHER EQUIPMENT NECESSARY TO COMPLETE THE REQUIRED DUTIES;
- HEARING AND SPEAKING TO EXCHANGE INFORMATION IN PERSON AND ON THE TELEPHONE;
- PHYSICAL ACTIVITY MAY BE REQUIRED, WHICH COULD INCLUDE MODERATE LIFTING;
- REACHING OVERHEAD, ABOVE THE SHOULDERS AND HORIZONTALLY;
- SITTING FOR EXTENDED PERIODS;
- STANDING FOR EXTENDED PERIODS;
- VISUAL ABILITY TO READ, AND TO PREPARE/PROCESS DOCUMENTS AND TO MONITOR VARIOUS SERVICES ANDPERSONNEL; AND
- WALKING OVER ROUGH OR UNEVEN SURFACES.

HAZARDS:

- EXTENDED VIEWING OF COMPUTER MONITOR; AND
- WORKING AROUND AND WITH OFFICE EQUIPMENT HAVING MOVING PARTS.

I HAVE READ THE ABOVE POSITION DESCRIPTION AND FULLY UNDERSTAND THE REQUIREMENTS SET FORTH THEREIN. I HEREBY ACCEPT THE POSITION OF COORDINATOR, EQUITY, DIVERSITY, AND STUDENT SUPPORTS AND AGREE TO ABIDE BY THE REQUIREMENTS AND DUTIES SET FORTH. I WILL PERFORM ALL DUTIES AND RESPONSIBILITIES TO THE BEST OF MY ABILITY.

(SIGNATURE OF EMPLOYEE)

(DATE)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CHINO VALLEY UNIFIED SCHOOL DISTRICT WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES, AND ENCOURAGES BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH THE DIVISION OF HUMAN RESOURCES.

BOARD APPROVED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum,
Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum and Instruction
Stephanie Johnson, Director, Student Support Services

**SUBJECT: REVISION OF ADMINISTRATIVE REGULATION 5111 STUDENTS –
ADMISSION**

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Administrative Regulation 5111 Students - Admission is being updated to reflect Assembly Bill 130 and Education Code 48000 to revise timespans for those mandatory and optional admittance requirements to be phased in from the 2022/2023 school year to the 2025/2026 school year.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Administrative Regulation 5111 Students – Admission.

FISCAL IMPACT

None.

NE:GP:LH:SJ:rtr

ADMISSION**Age of Admission to Kindergarten and First Grade**

A student shall be eligible for enrollment in kindergarten at the beginning of the school year, if the student's fifth birthday is on or before September 1 of that school year. (Education Code 48000, 48010)

Age of Admission to Transitional Kindergarten

IN THE 2021/2022 SCHOOL YEAR, A STUDENT WHO WILL HAVE THEIR FIFTH BIRTHDAY BETWEEN SEPTEMBER 2 AND DECEMBER 2 SHALL BE OFFERED A TRANSITIONAL KINDERGARTEN PROGRAM IN ACCORDANCE WITH LAW AND BOARD POLICY. (Education Code 48000)

IN THE 2022/2023 SCHOOL YEAR, A STUDENT WHO WILL HAVE THEIR FIFTH BIRTHDAY BETWEEN SEPTEMBER 2 AND FEBRUARY 2 SHALL BE OFFERED A TRANSITIONAL KINDERGARTEN PROGRAM IN ACCORDANCE WITH LAW AND BOARD POLICY. (Education Code 48000)

IN THE 2023/2024 SCHOOL YEAR, A STUDENT WHO WILL HAVE THEIR FIFTH BIRTHDAY BETWEEN SEPTEMBER 2 AND APRIL 2 SHALL BE OFFERED A TRANSITIONAL KINDERGARTEN PROGRAM IN ACCORDANCE WITH LAW AND BOARD POLICY. (Education Code 48000)

IN THE 2024/2025 SCHOOL YEAR, A STUDENT WHO WILL HAVE THEIR FIFTH BIRTHDAY BETWEEN SEPTEMBER 2 AND JUNE 2 SHALL BE A TRANSITIONAL KINDERGARTEN PROGRAM IN ACCORDANCE WITH LAW AND BOARD POLICY. (Education Code 48000)

IN THE 2025/2026 SCHOOL YEAR, AND IN EACH SCHOOL YEAR THEREAFTER, A STUDENT WHO WILL HAVE THEIR FOURTH BIRTHDAY BY SEPTEMBER 1 SHALL BE A TRANSITIONAL KINDERGARTEN PROGRAM IN ACCORDANCE WITH LAW AND BOARD POLICY. (Education Code 48000)

For the purposes of this section, "transitional kindergarten" means the first year of a two year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

Early Entrance to Kindergarten

A student who turns five after September 1 of the given school year, and whose parent/guardian(s) wish to forgo admission to transitional kindergarten, may be admitted to kindergarten with the approval of the Superintendent or designee in accordance with the procedures as follows:

ADMISSION (cont.)**Procedure for Early Entrance to Kindergarten**

All requests for early entrance to kindergarten must be submitted to the Elementary Curriculum office prior to April 1.

1. Parent/guardian(s) of a potential early entry student must submit the following documents to the Superintendent or designee:
 - a. A letter requesting entry into kindergarten for their student, and
 - b. A recommendation letter from the most recent preschool teacher of the potential early entry student providing evidence that the child has attained a level of readiness academically, socially, and developmentally which will allow him/her to successfully complete the full kindergarten program during that school year, including the mastery of minimum competencies in math, language arts, and reading.
2. A review of the current enrollment to determine space availability. The parent/guardian(s) will be advised of: (1) the advantages and disadvantages of early school entrance, (2) the availability of transitional kindergarten programs, and (3) the location of available classes (if home school program is at capacity).
3. After receipt of the required documents, as described in paragraph 1, the superintendent or designee shall review and notify the parent/guardian(s) of the recommendation for further screening.
4. If further screening is deemed appropriate, the superintendent or designee shall schedule an appointment for the potential early entry student to undergo academic and social/emotional screening by district certificated staff. The parent/guardian(s) will be notified of the screening results.
5. If the potential early entry student passes both the academic and social/emotional screening, the Superintendent or designee shall offer a placement in kindergarten for that school year.

Parent/guardian(s) of a potential early entry student will be required to sign a formal acceptance of placement into the kindergarten program for that school year.

6. If the potential early entry student does not pass either the academic and social/emotional screening, the superintendent or designee shall offer a placement in transitional kindergarten for that school year.

(cf. 5123 - Promotion/Acceleration/Retention)
 (cf. 6170.1 - Transitional Kindergarten)

ADMISSION (cont.)**Age of Admission to First Grade**

A student shall be admitted to the first grade of an elementary school during the first month of a school year if the student will have his/her sixth birthday on or before September 1 of that school year. (Education Code 48000, 48010)

Documentation of Age/Grade

Prior to the admission of a student to kindergarten or first grade, the parent/guardian shall present proof of the student's age. (Education Code 48002)

Evidence of the student's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. Passport
4. When none of the above documents is obtainable, an affidavit of the parent/guardian, or custodian of minor

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the student. (Education Code 48002)

(cf. 5125 - Student records)

(cf. 6146.3 - Reciprocity of academic credit)

Admission of Other Students

When a student is admitted to school, he/she will be placed at the grade level assigned by the last school attended. When no records are available, the student will be placed in an age-appropriate grade. No student in grades K-3 will be placed more than one grade level below his/her age-appropriate grade. In grades 4-8, no student will be placed more than two grade levels below his/her age-appropriate grade.

(cf. 5123 - Promotion/Acceleration/Retention)

Admission to Adult School

Persons under 18 years of age may be admitted to adult school when it is deemed by the Superintendent or his/her designee, to be advantageous to the student and to the District.

ADMISSION (cont.)

Chino Valley Unified School District

Regulation approved: January 23, 1997

Revised: April 2, 2009

Revised: December 13, 2012

Revised: May 7, 2015

Revised: June 30, 2016

Revised: July 16, 2020

REVISED:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Grace Park, Ed.D., Associate Superintendent, Curriculum, Instruction, Innovation, and Support
Luke Hackney, Director, Elementary Curriculum and Instruction
Stephanie Johnson, Director, Student Support Services

SUBJECT: REVISION OF BOARD POLICY 6170.1 INSTRUCTION – TRANSITIONAL KINDERGARTEN

=====

BACKGROUND

Board policies, administrative regulations, and bylaws of the Board are routinely developed and revised as a result of changes in law, mandates, federal regulations, and current District practice. Board Policy 6170.1 Instruction – Transitional Kindergarten is being updated to reflect Assembly Bill 130 and Education Code 48000 to revise timespans for those mandatory and optional age eligibility requirements to participate in Transitional Kindergarten to be phased in from the 2022/2023 school year to the 2025/2026 school year.

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

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

RECOMMENDATION

It is recommended the Board of Education receive for information the revision of Board Policy 6170.1 Instruction – Transitional Kindergarten.

FISCAL IMPACT

None.

NE:GP:LH:SJ:rtr

TRANSITIONAL KINDERGARTEN

The Board of Education desires to offer a high-quality Transitional Kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The District's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among District preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the District's TK program.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The District's TK program shall admit ~~children~~ STUDENTS ~~whose fifth birthday is from September 2 through December 2~~ AS FOLLOWS (Education Code 48000):

1. FOR THE 2021/2022 SCHOOL YEAR, STUDENTS WHOSE FIFTH BIRTHDAY IS BETWEEN SEPTEMBER 2 THROUGH DECEMBER 2
2. FOR THE 2022/2023 SCHOOL YEAR, STUDENTS WHOSE FIFTH BIRTHDAY IS BETWEEN SEPTEMBER 2 AND FEBRUARY 2
3. FOR THE 2023/2024 SCHOOL YEAR, STUDENTS WHOSE FIFTH BIRTHDAY IS BETWEEN SEPTEMBER 2 AND APRIL 2
4. FOR THE 2024/2025 SCHOOL YEAR, STUDENTS WHOSE FIFTH BIRTHDAY IS BETWEEN SEPTEMBER 2 AND JUNE 2
5. FOR THE 2025/2026 SCHOOL YEAR, AND IN EACH SCHOOL YEAR THEREAFTER, STUDENTS WHO TURN FOUR BY SEPTEMBER 1

Parents/guardians of eligible children shall be notified of the availability of the TK program and age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Child Health and Disability Prevention Program)

TRANSITIONAL KINDERGARTEN (cont.)

Upon request of a child's parents/guardians, the District may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the District's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Curriculum and Instruction

The District's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development Implementation and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

The Superintendent or designee shall ensure that the teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification - All Personnel)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the District standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

TRANSITIONAL KINDERGARTEN (cont.)**Continuation to Kindergarten**

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Review and Evaluation)

(cf. 6162.5 - Student Assessment)

Legal Reference:**EDUCATION CODE**

8235 California State Preschool Program

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48003 Kindergarten annual report

48200 Compulsory education, starting at age six

Management Resources:**CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

TRANSITIONAL KINDERGARTEN (cont.)

California Preschool Learning Foundations, Vol. 3, 2012
California Preschool Curriculum Framework, Vol. 2, 2011
California Preschool Learning Foundations, Vol. 2, 2010
California Preschool Curriculum Framework, Vol. 1, 2010
California Preschool Learning Foundations, Vol. 1, 2008

WEBSITES

California School Boards Association: www.csba.org
California Department of Education: www.cde.ca.gov
California Kindergarten Association: www.ckanet.org
Commission on Teacher Credentialing: www.ctc.ca.gov
Transitional Kindergarten California: www.tkcalifornia.org

Chino Valley Unified School District

Policy adopted: February 16, 2012

Revised: September 3, 2015

Revised: May 2, 2019

REVISED:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Our Motto:

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

DATE: February 3, 2022

TO: Members, Board of Education

FROM: Norm Enfield, Ed.D., Superintendent

PREPARED BY: Sandra H. Chen, Associate Superintendent, Business Services
Gregory J. Stachura, Assistant Superintendent, Facilities, Planning,
and Operations

**SUBJECT: RESOLUTION 2021/2022-57 OF THE BOARD OF EDUCATION OF
THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE
COUNTY OF SAN BERNARDINO, CALIFORNIA, AUTHORIZING
THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION
BONDS, ELECTION OF 2016, SERIES 2022C, IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$160,000,000, AND APPROVING CERTAIN OTHER MATTERS
RELATING TO SAID BONDS**

=====

BACKGROUND

An election was held in the Chino Valley Unified School District (the "District") on November 8, 2016, to authorize the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$750,000,000 ("Measure G"). The District has previously issued two series of general obligation bonds under Measure G in the principal amounts of \$208,000,000 and \$258,000,000, respectively. The District now desires to issue its third series of bonds under Measure G in a principal amount not-to-exceed \$160,000,000 (the "Bonds"). The District proposes that the issuance of Bonds include current interest bonds, as well as capital appreciation bonds (i.e., bonds that allow for the compounding of interest). The Bonds are being authorized for sale for the purpose of providing funds to finance projects approved by Measure G and to pay the costs of issuing the Bonds.

Pursuant to Education Code Section 15146(b)(2), the Resolution and materials included in this agenda item must first be publicly noticed as an information item. At the Board's *next* consecutive meeting, being the February 17, 2022 meeting, the attached Resolution and materials will be publicly noticed as an action item for consideration by the Board. (The Board will also consider a Resolution to refund/refinance outstanding general obligation bonds of the District in order to realize taxpayer savings at the next board meeting.)

(a) Bond Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters, and forms of the Bonds, and approves the form of Contract of Purchase and form of Preliminary Official Statement described below. In particular, Section 5 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$160,000,000). Section 5 of the Resolution states the maximum underwriter's discount (0.45%) with respect to the Bonds and the maximum legal interest rate on the Bonds and authorizes the Bonds to be sold at a negotiated sale to Stifel, Nicolaus & Company, Incorporated, as the underwriter (the "Underwriter").

(b) Form of Contract of Purchase. The Resolution approves the form of the Contract of Purchase. Pursuant to the Contract of Purchase, the Underwriter will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Contract of Purchase will be prepared following this form.

(c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement (the "POS"). The POS is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (including, for example, the interest rate and redemption terms), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) the absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Undertaking. The form of the Continuing Disclosure Undertaking can be found in APPENDIX D to the POS. In order for the underwriter to purchase and sell the District's bonds, the District must enter into an agreement where it covenants to annually file "material financial information and operating data" with respect to the District through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment banking firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

(e) Requirements of Education Code Section 15146(b) and 15146(c). In satisfaction of Education Code Sections 15146(b) and 15146(c), appended to the Resolution is an information item ("EXHIBIT C") containing the following information provided by the District's Underwriter: approximations of the financing term of the Bonds; time of maturity of the Bonds; repayment ratio of the Bonds; estimated change

in assessed value of taxable property within the District over the term of the Bonds; an analysis containing the total overall cost of the capital appreciation bonds expected to be issued; a comparison between the overall cost of the capital appreciation bonds expected to be issued and the overall cost of current interest bonds; and the reason that capital appreciation bonds are being recommended.

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

RECOMMENDATION

It is recommended the Board of Education receive for information Resolution 2021/2022-57 of the Board of Education of the Chino Valley Unified School District of the County of San Bernardino, California, authorizing the issuance and sale of its general obligation bonds, Election of 2016, Series 2022C, in an aggregate principal amount not to exceed \$160,000,000, and approving certain other matters relating to said bonds.

FISCAL IMPACT

None.

NE:SHC:GJS:pw

Resolution No. 2021/2022-57

RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2022C, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS

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**RESOLUTION OF THE BOARD OF EDUCATION OF THE CHINO VALLEY
UNIFIED SCHOOL DISTRICT OF THE COUNTY OF SAN BERNARDINO,
CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL
OBLIGATION BONDS, ELECTION OF 2016, SERIES 2022C, IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000, AND APPROVING CERTAIN
OTHER MATTERS RELATING TO SAID BONDS**

WHEREAS, a duly called election was held in the Chino Valley Unified School District, a unified school district duly organized and existing under the laws of the State of California (the “**District**”), County of San Bernardino (the “**County**”), State of California, on November 8, 2016 (the “**Election**”), and thereafter canvassed pursuant to law; and

WHEREAS, at the Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum aggregate principal amount of \$750,000,000 to finance the projects described in the proposition (“**Measure G**”) payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “**Authorization**”); and

WHEREAS, in 2017, the Board of Education of the District (the “**Governing Board**”) approved the first issuance pursuant to the Authorization of \$208,000,000 aggregate initial principal amount of the District’s General Obligation Bonds, Election of 2016, Series 2017A; and

WHEREAS, in 2020, the Governing Board approved the second issuance pursuant to the Authorization of \$258,000,000 aggregate initial principal amount of the District’s General Obligation Bonds, Election of 2016, Series 2020B; and

WHEREAS, pursuant to the Authorization, the Governing Board has now determined that the District has a requirement for the construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the Authorization (the “**Project**”) and desires to issue its General Obligation Bonds, Election of 2016, Series 2022C in an aggregate principal amount not to exceed \$160,000,000 (the “**Bonds**”), in one or more series or tranches on a federally taxable or tax-exempt basis and any combination of current interest bonds or capital appreciation bonds; and

WHEREAS, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated sale to Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the “**Underwriter**”) pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “**Clerk**”); and

WHEREAS, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

WHEREAS, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

WHEREAS, this Governing Board desires that the County should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds (with certain property subject to limitations), and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller/Treasurer-Tax Collector of the County (the “**Auditor-Controller**” or “**Treasurer**” as applicable) and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

WHEREAS, this Governing Board recognizes that California Senate Bill No. 222 (Chapter 78, Statutes of 2015) (“**SB 222**”) as codified in Section 15251 of the California Education Code (the “**Education Code**”) and commencing with Section 53515 of the California Government Code (the “**Government Code**”), provides that general obligation bonds of the District shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of taxes levied to pay the bonds, when collected by the County, to secure repayment of bonds, effective January 1, 2016; and

WHEREAS, the pledge of tax revenues and grant of a lien thereon and security interest therein included in this Resolution to secure payment of the G.O. Bonds (as defined herein) is intended to be a consensual security agreement with the registered owners of the G.O. Bonds separate and apart from, and in addition to, any statutory lien on such revenues to which they are entitled; and

WHEREAS, Assembly Bill 182 (Chapter 477 of the 2013-2014 Session of the California Legislature) (“**AB 182**”) requires an analysis and comparison of any capital appreciation bonds that are proposed to be issued and a report meeting such requirements and the other requirements of AB 182, including disclosing the financing term and time of maturity of the Bonds, repayment ratio, and the estimated change in the assessed value of taxable property within the District over the term of the Bonds, has been presented to this Board and this Board confirms the reason for the issuance of capital appreciation bonds is to manage its tax levy restrictions under the provisions of Proposition 39, codified at Section 15270(a) of the Education Code and create a more level overall debt program; and

WHEREAS, Section 15146 of the Education Code further requires that this Board be presented with an analysis containing the total overall cost of any capital appreciation bonds that are proposed to be issued to the overall cost of current interest bonds, and the reason bonds that allow for the compounding of interest are being recommended, and this Board has been presented with such analysis; and

WHEREAS, in compliance with AB 182 the Municipal Securities Rulemaking Board Rule G-17 submissions of the Underwriter will be received by this Board prior to the sale of the Bonds; and

WHEREAS, in compliance with AB 182 this resolution was submitted at two consecutive meetings of this Governing Board; and

WHEREAS, Senate Bill 1029 (“**SB1029**”) was signed by the California Governor on September 12, 2016 and places additional responsibilities on any issuer of public debt, including adopting debt management policies that meet certain criteria; and

WHEREAS, the District represents that it will be in compliance with SB1029 pre-issuance requirements, the Bonds will be issued in compliance with the District’s debt management policy, and the District will comply with all post-issuance requirements of SB1029; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) (“**SB 450**”) requires that the Governing Board obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with SB 450, the Governing Board has obtained from the Underwriter the required good faith estimates and such estimates are disclosed and set forth in Section 23 hereof; and

WHEREAS, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of the Bonds, is within all limits prescribed by law;

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

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“**Accretion Rate**” means, with respect to Capital Appreciation Bonds, the interest rate at which interest accrues and compounds thereon.

“**Accreted Value**” means an amount equal to the principal amount of a Capital Appreciation Bond plus interest accrued thereon from the date of issuance, such interest to accrue at the specified rate for such Bond maturity on the basis of a 360-day year comprised of 30-day months, and such interest to compound, commencing on the first Interest Payment Date after issuance, and semi-annually thereafter on the Interest Payment Dates in each year. Accreted Value on any date other than an Interest Payment Date is equal to the ratable portion of the

difference between the Accreted Value computed as of the immediately preceding Interest Payment Date and the Accreted Value computed as of the immediately succeeding Interest Payment Date, calculated based on the assumption that the Accreted Value increases during any period in equal daily amounts along a straight-line interpolation between Interest Payment Dates.

“Authorized Investments” shall mean legal investments authorized by Section 53601 of the Government Code.

“Authorized Officer” and “Authorized Officers” has the meaning provided in Section 6 herein.

“Authorizing Law” shall mean, collectively, (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, as amended; (ii) applicable provisions of the Education Code, as amended; and (iii) Article XIII A of the California Constitution.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Norton Rose Fulbright US LLP.

“Bond Register” shall mean the books referred to in Section 16 of this Resolution.

“Building Fund” shall mean the Chino Valley Unified School District, Election of 2016, Series 2022C Building Fund funded with the proceeds of the Bonds, and any subaccounts established therein, established at the direction of the District and administered by the Treasurer.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Capital Appreciation Bonds” means the Bonds which are designated as such in the Contract of Purchase, the interest on which is compounded semiannually on each Compounding Date and is payable in full at maturity as shown in the table of Accreted Value for the Capital Appreciation Bonds.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Common Issue Bonds” means the Tax-Exempt Bonds and any other tax-exempt obligations sold within 15 days of the Tax-Exempt Bonds that are part of the same issue as the Tax-Exempt Bonds pursuant to section 1.150-1(c) of the Regulations.

“Compounding Date” means, with respect to any Capital Appreciation Bond, each February 1 and August 1, commencing on the date set forth in the Contract of Purchase, to and including the date of maturity or redemption of such Capital Appreciation Bond.

“Contract of Purchase” shall mean the Purchase Contract by and between the District and the Underwriter relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriter’s fees; rating agency fees and related costs; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure Counsel; the fees and expenses of the Paying Agent; the fees and expenses of the Financial Advisor; fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District. If it appears in the best interests of the District to acquire credit enhancement to secure the payment of all or a portion of the principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency(ies) from Bond Counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for a lower cost of funds to the District, then an Authorized Officer may so provide in the Contract of Purchase.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform any operational and disbursement functions hereunder.

“Current Interest Bonds” means the Bonds which are designated as such in the Contract of Purchase, the interest on which is payable semiannually on each Interest Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Contract of Purchase.

“Date of Delivery” shall mean the date on which the Underwriter purchase the Bonds.

“Debt Service” shall have the meaning given to that term in Section 18 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 18 of this Resolution.

“Denominational Amount” means, with respect to any Capital Appreciation Bonds, the initial purchase price (exclusive of any premium) of such Capital Appreciation Bond.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“Disclosure Counsel” shall mean Norton Rose Fulbright US LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Financial Advisor” shall mean Keygent LLC, as Financial Advisor to the District.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the District.

“G.O. Bonds” shall mean all general obligation bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including Measure G and Measure M.

“Information Services” shall mean EMMA and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a certificate of the District delivered to the Paying Agent.

“Interest Payment Date” shall mean February 1 and August 1 in each year, commencing on August 1, 2022, or as otherwise specified in the Contract of Purchase.

“Maturity Value” means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

“Measure G” shall mean the general obligation bond proposition approved by more than 55% of District voters on November 8, 2016 authorizing the issuance of an aggregate principal amount of \$750,000,000 in general obligation bonds to finance the projects described in the proposition, payable from *ad valorem* property taxes.

“Measure M” shall mean the general obligation bond proposition approved by more than 55% of District voters on March 5, 2002 authorizing the issuance of an aggregate principal amount of \$150,000,000 in general obligation bonds to finance the projects described in the proposition, payable from *ad valorem* property taxes.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Official Statement” shall mean the final official statement of the District describing the Bonds.

“Outstanding” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof; and
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 42 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 31 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 19 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Project” shall mean the capital improvements further described in Section 7 of this Resolution and delineated in the ballot presented to and approved by the voters of the District at the Election.

“Project Costs” shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Project to be funded with the proceeds of the Bonds.

“Rebate Fund” shall mean the Rebate Fund established pursuant to Section 20 of this Resolution.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean S&P Global Ratings, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

“Superintendent” shall mean the Superintendent of the District.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 39 or Section 40 hereof.

“Tax Certificate” means the Tax Certificate delivered by the District on the Date of Delivery.

“Taxable Bonds” means those Bonds, which by their terms, bear interest that is not excluded from gross income for purposes of Federal income taxation.

“Tax-Exempt Bonds” means any Bonds designated by an Authorized Officer of the District to be Tax-Exempt Bonds, which by the terms of such Bonds, bear interest that is excluded from gross income for purposes of Federal income taxation.

“Term Bond” shall mean any Bond which, by its terms, has a single maturity but is subject to mandatory sinking fund redemption prior to the date of such maturity.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Consensual Agreement. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a consensual agreement among the District and the Owners from time to time of the Bonds; and the pledge made and lien and security interest granted in this Resolution shall be for the equal benefit, protection and security of the registered owners of any and all of the G.O. Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the G.O. Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers, in consultation with Bond Counsel, the Financial Advisor, the Underwriter and the other officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount thereof; *provided, however*, that such aggregate principal amount of the Bonds shall not exceed \$160,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.45% (not including original issue discount) of the Principal Amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law. Principal of any Current Interest Bonds shall be payable within 30 years, or as otherwise stated in the Contract of Purchase, but in no event shall the Current Interest Bonds have a maturity greater than 40 years. To the extent any of the Current Interest Bonds have a maturity greater than 30 years, the useful life of any facility financed with such bonds will equal or exceed their respective maturity. Principal of any Capital Appreciation Bonds shall be payable within 25 years. The Capital Appreciation Bonds shall have a ratio of total debt service to principal of not to exceed four to one. The Contract of Purchase shall provide that any Capital Appreciation Bond maturing more than 10 years after the Date of Delivery shall be subject to redemption prior to maturity at the option of the District, at the Accreted Value thereof, beginning no later than 10 years following the Date of Delivery.

(c) The form of the Continuing Disclosure Undertaking is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default as to the Bonds and shall not be deemed to create any monetary liability on the part of the District to any other persons, including Owners of the Bonds.

(d) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution by the Underwriter of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement, and any amendments or supplements thereto, shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(e) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The officers of the District, including but not limited to the Superintendent, the Associate Superintendent of Business Services, the Assistant Superintendent of Facilities, Planning and Operations of the District, and their authorized designees or representatives (each, an "**Authorized Officer**" and together, the "**Authorized Officers**") are, and each of them acting alone is, hereby authorized to execute any and all certifications and documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds shall be applied to: (a) finance the acquisition, construction, furnishing and equipping of District facilities for some or all of the Projects authorized at the Election, the bond proposition and project list approved at which shall be incorporated herein by this reference as though fully set forth in this Resolution; (b) pay capitalized interest of the Bonds, if so elected by the District's Authorized Officer; and (c) pay Costs of Issuance of the Bonds.

SECTION 8. Designation and Form; Payment.

(a) An issue of Bonds in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized. Such Bonds shall be general obligations of the District, payable as to Principal of and premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the “Chino Valley Unified School District General Obligation Bonds, Election of 2016, Series 2022C” with such insertions as shall be appropriate to describe the series, federally taxable or tax-exempt status, and/or tranches. The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds. The aggregate principal amount of the Bonds shall not exceed \$160,000,000. The Bonds may be issued as serial bonds or term bonds and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution. The Authorized Officers are, and each of them acting alone is, hereby authorized, upon consultation with the Financial Advisor, the Underwriter and Bond Counsel, to determine whether the interest on the Bonds, or on any series of Bonds, shall be subject to federal income taxes or exempt from federal income taxes.

(b) The form of the Capital Appreciation Bonds and the Current Interest Bonds shall conform substantially with the standard form of registered school district general obligation bonds, copies of which are attached hereto as Exhibit A-1 and Exhibit A-2 hereto, respectively, and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) The Principal of and premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal of the Bonds and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds.

(a) Terms of Current Interest Bonds. The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof and shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

Interest on each Bond shall accrue from its dated date as set forth in the Contract of Purchase. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof appearing on the Bond Register as of the close of business on the Record Date. Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; *provided, however*, that if at the time of registration of any Bond, interest thereon is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will

be made on each Interest Payment Date by wire transfer to the Owner thereof appearing on the Bond Register on the Record Date, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

(b) Terms of Capital Appreciation Bonds. The Capital Appreciation Bonds will be issued in fully registered form without coupons in denominations of \$5,000 in Maturity Values or any integral multiple thereof (except that one Capital Appreciation Bond may be issued in a denomination the Maturity Value of which is not an integral multiple of \$5,000), maturing on August 1 in each of the years and in the maturity amounts as will be determined upon the sale thereof. Interest on the Capital Appreciation Bonds compounds on each Compounding Date at the respective Accretion Rates to be determined upon the sale thereof, and is payable solely at maturity or upon earlier redemption thereof as hereinafter provided.

Each Capital Appreciation Bond will be dated as of the Date of Delivery. The Accreted Value of the Capital Appreciation Bonds and any redemption premium thereon will be payable solely at maturity or earlier redemption thereof to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent. The Accreted Value of the Capital Appreciation Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Paying Agent.

SECTION 10. Federal Tax Covenants. This Section 10 shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Common Issue Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Common Issue Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Common Issue Bonds are invested and which is not acquired to carry out the governmental purposes of the Common Issue Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Yield*” of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) of the Common Issue Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Common Issue Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Common Issue Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last stated maturity of Common Issue Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Common Issue Bonds (including property financed with Gross Proceeds of any obligations refunded by the Common Issue Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Common Issue Bonds (including property financed with Gross Proceeds of any obligations refunded by the Common Issue Bonds) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Common Issue Bonds to make or finance loans to any person or entity other than a state or local

government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final stated maturity of the Common Issue Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, exceeds the Yield of the Common Issue Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Common Issue Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Common Issue Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Common Issue Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Common Issue Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Common Issue Bonds by the initial purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax

purposes, the District shall pay to the United States out of the Rebate Fund, its general fund, or other appropriate fund, the amount that when added to the future value of previous rebate payments made for the Common Issue Bonds equals (A) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (B) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the stated maturity or final payment of the Common Issue Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Common Issue Bonds not been relevant to either party.

(j) Use of Proceeds: Weighted Average Maturity. The District hereby represents and covenants that it will apply the proceeds of the Common Issue Bonds in a manner so that the weighted average maturity of the Common Issue Bonds does not exceed 120% of the average reasonably expected economic life (or remaining economic life) of the facilities financed (or refinanced) by the Common Issue Bonds (all determined in accordance with the provisions of section 147(b) of the Code).

(k) Elections. The District hereby directs and authorizes the Superintendent, Associate Superintendent of Business Services, and the Assistant Superintendent of Facilities, Planning and Operations either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Common Issue Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

SECTION 11. Reimbursement of Qualified Project Expenditures. It is the intent of the Governing Board to authorize the sale of the Bonds, in a total maximum aggregate principal amount not to exceed \$160,000,000 to finance the Project. The District has paid or expects to pay certain capital expenditures related to the Project (the “**Reimbursable Expenses**”) to which it desires to preserve its ability to reimburse with proceeds of the Bonds, as provided under

section 1.150-2 of the Regulations. The reimbursement of the Reimbursable Expenses is consistent with the District's budgetary and financial circumstances. The District reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of the Bonds, and this resolution shall constitute a declaration of official intent under the Regulations. The District recognizes that reimbursement allocations to which section 1.150-2 of the Regulations applies by reason of this Resolution generally include only reimbursements of payments originally for capital expenditures made no earlier than 60 days prior to the date of adoption of this Resolution.

SECTION 12. Book-Entry System.

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each maturity of the Bonds.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 28 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has

determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District is hereby authorized to execute and deliver or shall have executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District and its Authorized Officers are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall cause the issuance of certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global Bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered global Bond for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal Amount of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 13. Execution of the Bonds.

(a) The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor, series and maturity in the same Principal Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of Principal of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon such Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like series, tenor and maturity of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep a separate Bond Register.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption price with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District (the “**General Fund**”); *provided, however*, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds.

SECTION 18. Application of Proceeds.

(a) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Treasurer is hereby directed to deposit the designated net proceeds thereof, exclusive of accrued interest and any original issue premium, into the Building Fund and the subaccounts established therein, if any. The District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay the Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the Building Fund, as required by State law and the Code. Any amounts that remain in a Building Fund following the completion of the Project shall be transferred to the Debt Service Fund to be used to pay the principal of, and premium, if any, and interest on the G.O. Bonds, subject to any conditions set forth in the Tax Certificate and Section 10 of this Resolution.

(b) Accrued interest, if any, and except as shall otherwise be directed by the District in accordance with applicable law, any original issue premium received by the District from the sale of the Bonds, shall be kept separate and apart in separate funds hereby created and established within the interest and sinking fund of the District to be designated as the “Chino Valley Unified School District, Election of 2016, Series 2022C Debt Service Fund” (collectively with the interest and sinking fund of the District, the “**Debt Service Fund**”). Amounts in the Debt Service Fund may be used only for payment of principal of, premium, if any, and interest on the G.O. Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the G.O. Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Tax Certificate and Section 10 of this Resolution. Proceeds of the G.O. Bonds (and earnings from the investment thereof) deposited to the Debt Service Fund and available to pay Debt Service, and earnings from the investment of monies held in the Debt Service Fund, shall be used for the payment of the Principal of and interest on the Bonds before any other Pledged Moneys.

(c) All Pledged Taxes (defined below) shall be deposited upon collection by the County into the Debt Service Fund for the G.O. Bonds and used for the payment of the principal of, premium, if any, Accreted Value and interest on the G.O. Bonds.

(d) On or before the Business Day immediately preceding each Interest Payment Date, the District shall transfer, or cause to be transferred, from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(e) The District shall cause moneys to be transferred to the Rebate Fund to the extent needed to comply with the Tax Certificate and Section 10 of this Resolution. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the General Fund of the District, subject to any conditions set forth in the Tax Certificate and Section 10 of this Resolution.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 21 below.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of the Tax Certificate and Section 10 of this Resolution, earnings from the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Principal of and interest on the Bonds when due.

SECTION 19. Payment of and Security for the Bonds.

(a) There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the principal of, premium, if any, and interest on the Bonds as it becomes due and payable, which taxes (the “**Pledged Taxes**”), when collected by the County, shall be placed in the Debt Service Fund of the District.

(b) The District hereby irrevocably pledges and grants a security interest in and lien on all of the Pledged Taxes, all revenues from the *ad valorem* property taxes collected from the levy by the County Board of Supervisors for the payment of the G.O. Bonds, all penalties and interest at any time collected with respect to the Pledged Taxes, and all proceeds derived from any of the foregoing, including all monies, securities or other funds held in or required hereby to be deposited into the Debt Service Fund from time to time (collectively, the “**Pledged Moneys**”), to the payment of the principal of and interest on the G.O. Bonds. This pledge and grant of a security interest and lien shall be valid and binding from the date hereof for the benefit of the registered owners of the G.O. Bonds and successors thereto. The Pledged Moneys shall immediately be subject to the pledge, security interest and lien created hereby, which shall immediately attach to the Pledged Moneys as the District acquires any interest therein, and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge, security interest or lien, and without the need of any physical delivery, recordation, filing, or further act. The *ad valorem* property tax levy may include an allowance for a reasonably required reserve in accordance with the Tax Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the G.O. Bonds due in such year. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section, Section 15140 *et seq.* of the Education Code and Section 53506 *et seq.* of the Government Code. “G.O. Bonds” for purpose of this pledge contained herein means all general obligation bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including Measure G and Measure M, as all such general obligation bonds are required by State law to be paid from the Debt Service Fund.

(c) This pledge and grant of a consensual lien and security interest is an agreement between the District and the registered owners of the G.O. Bonds to provide security for the G.O. Bonds in addition to any statutory lien that may exist, and the G.O. Bonds and each of the other bonds secured by such pledge and grant of a lien and security interest are, will be, or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

SECTION 20. Establishment and Application of Rebate Fund. There is hereby established in trust a special fund designated “Chino Valley Unified School District General Obligation Bonds 2022 Rebate Fund” (the “**Rebate Fund**”) which shall be held by the Treasurer for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Rebate Fund in accordance with the provisions of the Tax Certificate and Section 10 of this Resolution. Amounts on deposit in the Rebate Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Tax Certificate and Section 10(h) of this Resolution.

SECTION 21. Payment of Costs of Issuance. Premium or proceeds of the sale of the Bonds designated to pay all or a portion of certain costs of issuing the Bonds shall be deposited in the fund of the District known as the “Chino Valley Unified School District 2022 General Obligation Bonds Costs of Issuance Fund” (the “**Costs of Issuance Fund**”), and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent, or a District appointed fiscal agent or costs of issuance custodian. Any amounts remaining in the Costs of Issuance Fund following the earlier of the day which is 180 days following the Date of Delivery or the day on which the Paying Agent pays the final invoice for Costs of Issuance, as directed by the District, shall be transferred by the Paying Agent to the Debt Service Fund and to be used to pay the Principal of, and premium, if any, and interest on the Bonds. Underwriter’s discount and other Costs of Issuance may be retained from original issue premium obtained upon sale, pursuant to the terms of the Contract of Purchase.

SECTION 22. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the District to (A) integrate the sale of the Bonds with its other outstanding general obligation bonds and other public financings undertaken, or to be undertaken, by the District in order to fund its public education facilities and (B) manage its tax levy restrictions under the provisions of Proposition 39, codified at Section 15270(a) of the Education Code; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for the favorable sale of the Bonds to such market and resulting in lower tax levies against the taxpayers of the District.

SECTION 23. Engagement of Consultants; Good Faith Estimates.

(a) In accordance with Section 15146(b)(1)(C) of the Education Code, Keygent LLC, has been selected as the Financial Advisor to the District, Norton Rose Fulbright US LLP has been selected as the District’s Bond Counsel and Disclosure Counsel and Stifel, Nicolaus & Company, Incorporated has been selected to act as the Underwriter with respect to the authorization, sale and issuance of the Bonds.

(b) In accordance with SB 450 and subsection (b) of Section 15146 of the Education Code and based on a good faith estimate received by the District from the Underwriter, the District finds that (i) the true interest cost of the Bonds (as defined in Government Code Section

5852.1(a)(1)(A)) is expected to be approximately 2.770%, (ii) the total finance charge of the Bonds (as defined in Government Code Section 5852.1(a)(1)(B)) is expected to be \$954,982.39, which includes estimated underwriter's discount, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the total finance charge of the Bonds, is \$139,671,086.75 and (iv) the District estimates that the total payment amount (as defined in Government Code Section 5852.1(a)(1)(D)), calculated to the final maturity of the Bonds, will be \$236,307,885.93. The information presented in this section is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any other provision of this Resolution. The estimated Costs of Issuance associated with the sale of the Series 2022C Bonds are approximately \$325,000.00, which includes Bond Counsel and Disclosure Counsel fees, costs of printing the Preliminary Official Statement and Official Statement, rating agency fees, Financial Advisor fees and expenses, Paying Agent fees and other related costs. Such estimated Costs of Issuance do not include the Underwriter's discount or the premium for bond insurance, if any.

(c) If it appears in the best interests of the District to acquire credit enhancement to secure the payment of all or a portion of the principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency(ies) from Bond Counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for a lower cost of funds to the District, then an Authorized Officer may so provide in the Contract of Purchase.

SECTION 24. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the County Office of Education, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 25. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of an *ad valorem* property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Governing Board is hereby authorized and directed to deliver certified copies of this Resolution to the Registrar-Recorder/County Clerk of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Governing Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said *ad valorem* property tax, upon such documentation of said costs as the District shall reasonably request.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 27. Selection of Bonds for Redemption.

(a) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given as provided herein, shall select Bonds for redemption in the manner directed by the District.

(b) With respect to any Bonds, the Paying Agent shall select such Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(c) In the event that a Term Bond is optionally redeemed, the Principal amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the District in the aggregate amount equal to the amount so redeemed.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the District, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (ii) that from and after such date, interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register and to the MSRB.

(b) In the event that the Bonds shall no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories and the MSRB.

(c) Such redemption notice shall be given to such other persons as may be required by the Continuing Disclosure Undertaking.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose

of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Paying Agent (who shall provide notice to the Owners of affected Bonds and the Information Services) in the event such conditions are not met and are not expected to be met and/or such funds are not received or are not expected to be received. A Redemption Notice may be rescinded by written notice given to the Paying Agent by the District and the Paying Agent shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given, but in no event later than the date set for redemption.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund or deposited with a duly appointed escrow agent, in trust, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 31. Paying Agent; Appointment and Acceptance of Duties.

(a) The Treasurer of the County is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent, and may act through its designated agent,

The Bank of New York Mellon Trust Company, N.A. (collectively, the “**Paying Agent**”). All fees and expenses incurred for services of the Paying Agent shall be the responsibility of the District and may be paid from the annual *ad valorem* property tax levy supporting the Bonds. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

SECTION 32. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 33. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 34. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County’s annual levy of *ad valorem* property taxes.

SECTION 35. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 36. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation, a new Paying Agent shall be appointed by the District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$75,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first-class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 37. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Tax Certificate and Section 10 of this Resolution. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 38. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 39. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 40. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge, lien or security interest under, and the subjection to any lien, security interest or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, *provided* such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 41. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 42. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bonds, and when the same become due and payable;

(b) by depositing with the Paying Agent or with a duly appointed escrow agent, in an irrevocable trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 36 selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 34 hereof, and the covenants set forth in Section 10 hereof.

SECTION 43. Approval of Actions; Miscellaneous.

(a) The Authorized Officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The Principal or redemption price, if any, of and interest on the Bonds shall not constitute a debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal or redemption price, if any, of and interest on any Bond be payable out of any funds or property of the County.

(d) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 44. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Tax Certificate, the Tax Certificate prevails to the extent of the inconsistency or conflict.

SECTION 45. Application of Provisions to Capital Appreciation Bonds. Whenever in this Resolution reference is made to the payment of the principal of and interest on the Bonds, such reference includes payment of the Accreted Value and Maturity Value of the Capital Appreciation Bonds unless otherwise required by the context or by the express provisions of such reference.

SECTION 46. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank.]

PASSED AND ADOPTED this 17th day of February 2022, by the Board of Education of Chino Valley Unified School District, at Chino, California, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

**CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

By: _____
President, Board of Education

Attest:

By: _____
Clerk, Board of Education

EXHIBIT A-1

FORM OF CAPITAL APPRECIATION BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2016, SERIES 2022C**

\$_____ (Maturity Value) No. _____

Accretion Rate

Maturity Date

Dated Date

CUSIP

____%

August 1, 20__

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

The Chino Valley Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California, located within the County of San Bernardino (the "County"), State of California (the "State"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value set forth above, on the Maturity Date set forth above. The Accreted Value (as such term is defined in the within-mentioned Resolution) of this Bond as of any date will be determined in accordance with the Table of Accreted Values set forth hereon from the Dated Date stated above, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2022 (each, a "Compounding Date"), on the basis of a 360-day year comprised of twelve 30-day months, at a rate equal to the Accretion Rate per annum set forth above. The Accreted Value hereof is payable upon presentation and surrender of this Bond at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A., as agent of the Treasurer and Tax Collector of the County, as initial paying agent. The Accreted Value hereof is payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Owner") on the Bond registration books maintained by the Paying Agent.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ and Capital Appreciation Bonds in the aggregate denominational amount of \$_____ (of which this Bond is one), all subject to the terms and conditions of the Resolution of the Board of Education of the District adopted on [February 17, 2022] (the “Resolution”). This Bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 8, 2016 (the “Election”), upon the question of issuing bonds in the amount of \$750,000,000 and the Resolution. This Bond is issued by the District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State (the “Government Code”); (ii) applicable provisions of the Education Code of the State (the “Education Code”); and (iii) Article XIII A of the California Constitution (collectively, the “Act”), and pursuant to the Resolution. This Bond and the issue of which this Bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with Education Code Sections 15250 and 15252. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of such *ad valorem* property taxes.

Reference is hereby made to the Resolution, a copy of which is on file at the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein on November 8, 2016, to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the Maturity Value, or any part thereof, nor Accreted Value constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to

consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20__, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

<u>Mandatory Sinking Fund Payment Date</u>	<u>Mandatory Sinking Fund Payment</u>
August 1, 20__	\$
August 1, 20__	
August 1, 20__	
August 1, 20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Maturity Value of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Accretion Rate of any Bond, reduce the interest rate payable thereon, advance the earliest

redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Maturity Value and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, *provided* such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the Maturity Value of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay the Maturity Value and interest when due.

IN WITNESS WHEREOF, the Chino Valley Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and countersigned by the manual or facsimile signature of the Clerk to the Board of Education of the District as of the date stated above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: [Form Document]
President of the Board of Education

Countersigned:

By: [Form Document]
Clerk of the Board of Education

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Chino Valley Unified School District.

DATED: _____, 2022

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Paying Agent

By: _____ [Form Document]
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By: _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT A-2

FORM OF CURRENT INTEREST BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2016, SERIES 2022C**

\$ _____ No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

_____%

August 1, 20__

Date of Delivery

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

The Chino Valley Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California, located within the County of San Bernardino (the "County"), State of California (the "State"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on [August 1, 2022], and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month next preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on [July 15, 2022], in which event it shall bear interest from its date; *provided, however*, that if at the time of registration of

this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A., as agent of the Treasurer and Tax Collector of the County, as initial paying agent (the "Paying Agent"), in [Houston, Texas]. The interest hereon is payable by wire transfer to the [Owner appearing on the Bond Register on the Record Date, to the] account specified by the Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ (of which this Bond is one) and Capital Appreciation Bonds in the aggregate denominational amount of \$_____, all subject to the terms and conditions of the Resolution. This Bond is issued by the District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State; (ii) applicable provisions of the Education Code of the State; and (iii) Article XIII A of the California Constitution (collectively, the "Act"), and pursuant to a resolution of the Board of Education of the District adopted on [February 17, 2022] (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein on November 8, 2016, to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to

consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20__, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

Mandatory Sinking Fund <u>Payment Date</u>	Mandatory Sinking <u>Fund Payment</u>
August 1, 20__	\$
August 1, 20__	
August 1, 20__	
August 1, 20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon,

advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, *provided* such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

IN WITNESS WHEREOF, the Chino Valley Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and countersigned by the manual or facsimile signature of the Clerk to the Board of Education of the District as of the date stated above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: [Form Document]
President of the Board of Education

Countersigned:

By: [Form Document]
Clerk of the Board of Education

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the Chino Valley Unified School District.

DATED: _____, 2022

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Paying Agent

By: _____
[Form Document]
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By: _____

Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF 15C2-12 CERTIFICATE

With respect to the proposed sale of its General Obligation Bonds, Election of 2016, Series 2022C in an aggregate principal amount of not to exceed \$160,000,000, the Chino Valley Unified School District (the “**District**”) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Dated: _____, 2022

By: [Form Document]
Authorized Officer

EXHIBIT C

**DISCLOSURES REQUIRED BY EDUCATION CODE SECTIONS
15146(b)(1)(E) AND 15146(c)**

[See attached]

February 3, 2022
Page 192

Notes:

- In certain years, the estimated tax rate allowable under Prop. 39 of \$60 per \$100,000 of AV

- The estimated change in AV is 4.5 % over the term of the bonds

Option 1 - CABs & CIBs				Option 2 - CIBs			
	Principal (\$)	Principal (% of total)	Debt Service	Principal (% of total)	Debt Service	Debt Ratio	
CABs	\$91,566,086.75	65.41%	\$142,515,000.00	-	-	-	
CIBs	\$48,430,000.00	34.59%	\$97,273,444.44	100.00%	\$256,248,815.56	1.83-to-1	
Total	\$139,996,086.75	100.00%	\$239,788,444.44	100.00%	\$256,248,815.56	1.83-to-1	
TIC	2.77%						
Finance Charge (\$)	\$954,982.39						
Finance Charge (%)	0.68%						

EXHIBIT C-1

G-17 Letter

[See attached]



April 9, 2021

Mr. Greg Stachura
Assistant Superintendent, Facilities, Planning & Operations
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA, 91710

Re: Disclosures by Stifel Pursuant to MSRB Rule G-17
General Obligation Bonds Election of 2016, Series 2022C
Refunding of Election of 2016 Series 2020B and Series 2017A
Refunding of 2017 and 2014 General Obligation Refunding Bonds

Dear Greg:

The Chino Valley Unified School District (“Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement letter to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to General Obligation Bonds Election of 2016, Series 2022C and potential refunding bonds referenced above (the “Issue”) and to formalize Stifel’s role as underwriter with respect to the Issue.

Engagement as Underwriter

Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

Limitation of Engagement

It is Issuer’s intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of Issuer, finalizing the structure of the Issue and executing a bond purchase agreement. While Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by the underwriter, or Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer confirms and acknowledges the following disclosures, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures

While Stifel does not believe that the following represents a potential or actual material conflict of interest, we note that:

- The Underwriter has, in the past, been a sponsor of the District’s annual scholarship fundraising event.

2. Transaction-Specific Disclosures: Disclosures Concerning Complex Municipal Securities Financing:

- Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
- The underwriters’ primary role is to purchase the securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
- The underwriters have a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
- The underwriters will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

- Disclosures Concerning the Underwriters’ Compensation:

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters’ obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated



By: _____

Name: Robert Barna

Title: Managing Director

Issuer accepts and acknowledges the foregoing.

Accepted and Executed:



By: _____

Digitally signed by Gregory Stachura
DN: cn=Gregory Stachura, o=Chino Valley Unified
School District, ou=Assistant Superintendent,
Facilities, Planning & Operations,
email=greg_stachura@chino.k12.ca.us, c=US
Date: 2021.04.20 15:36:49 -07'00'

Name: Gregory Stachura

Title: Assistant Superintendent

Date: April 20, 2021

October 4, 2021

Mr. Greg Stachura
Assistant Superintendent
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA, 91710

Re: **Disclosures Relating to Complex Municipal Securities Financing**
Chino Valley Unified School District
General Obligation Bonds Election of 2016, Series 2022C, Series 2020B and Series 2017A
2017 and 2014 General Obligation Refunding Bonds

Under MSRB Rule G-17, the Underwriter must provide an issuer with disclosures about “complex municipal securities financings” that they recommend to the issuer for a negotiated offering. Capital Appreciation Bonds (“CAB”) may be considered a “complex municipal securities financing”.

The following is a general description of Capital Appreciation Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue CABs.

Financial Characteristics

A Capital Appreciation Bond (CAB) is a bond on which the interest accretes, or compounds on itself, and is not paid out periodically. This can be contrasted with a traditional Current Interest Bond (CIB). The issuer of a CIB pays interest periodically to the bondholder, and pays back the principal at maturity. The issuer of a CAB pays no periodic interest to the bondholder. Instead, on each accretion date (the date when interest would normally be paid on a CIB) the interest is computed and then compounded, or essentially added to the principal. At maturity, the issuer repays the principal, all of the interest, and all of the interest on interest.

Financial Risk Considerations

Listed below are certain factors and risks to be considered when issuing CABs:

1. The rate of interest on a CAB is typically higher than a CIB of the same maturity.
2. The total debt service, or total principal and interest paid, on a CAB will be more than on a CIB of corresponding maturity. This is due to two reasons: first, the CAB interest rate is higher, which leads to more interest being paid. Second, since each interest payment is accreted, or added to principal, the issuer is paying interest on interest.
3. Due to no payments being made on a CAB until maturity, the maturity value can be large in comparison to the original principal amount. The longer the term the CAB is outstanding, the greater the maturity value compared to the original principal amount.
4. Often CABs are issued without an optional call provision.
5. If a CAB has an optional call provision, it often requires a higher adjustment on the yield at the time of sale (reflecting the value of the call provision) than a comparable CIB.
6. The costs associated with selling CABs, primarily the underwriters discount, is usually greater on a CAB than on a comparable CIB based on original bond proceeds.

Please do not hesitate to contact us with any questions regarding the content of this letter.

Sincerely,



Robert Barna, Managing Director
(213) 443-5205
rbarna@stifel.com

cc: Ann Rohlin, Newton Rose Fulbright
Chet Wong, Keygent
Robert Barna, *Stifel*
Esther Jin, *Stifel*

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE—BOOK ENTRY ONLY

RATINGS: Moody's: "____"
 S&P: "____"
 (See "RATINGS" herein)

In the opinion of Norton Rose Fulbright US LLP, Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and subject to the matters described in "TAX MATTERS – Tax-Exempt Bonds" herein, interest on the Tax-Exempt Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 from the gross income for the owners thereof for federal income tax purposes and is not included in computing the federal alternative minimum taxable income of the owners thereof. Interest on the Taxable Bonds will be included in gross income for federal income purposes. See "TAX MATTERS – Taxable Bonds" herein. In the opinion of Bond Counsel, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California.

\$ _____ *	
CHINO VALLEY UNIFIED SCHOOL DISTRICT (SAN BERNARDINO COUNTY, CALIFORNIA)	
\$ _____ *	\$ _____ *
GENERAL OBLIGATION BONDS ELECTION OF 2016, SERIES 2022C (Federally Tax-Exempt)	2022 GENERAL OBLIGATION REFUNDING BONDS (Federally Taxable)

Dated: Date of Delivery**Due: August 1, as shown on inside cover.**

The Chino Valley Unified School District (the "District") is issuing its (i) General Obligation Bonds, Election of 2016, Series 2022C (Federally Tax-Exempt) (the "2022C Bonds," the "New Money Bonds" or the "Tax-Exempt Bonds") and (ii) 2022 General Obligation Refunding Bonds (Federally Taxable) (the "Refunding Bonds" or the "Taxable Bonds"). The New Money Bonds and the Refunding Bonds are collectively referred to as the "Bonds."

The 2022C Bonds were authorized at a bond election conducted within the District on November 8, 2016 (the "Authorization"), as more fully described herein under the caption "THE BONDS – Authority for Issuance." The proceeds of the 2022C Bonds are being applied to (i) finance the construction, acquisition, furnishing and equipping of District facilities, (ii) pay capitalized interest for the 2022C Bonds and (iii) pay certain costs of issuance associated therewith. See the caption "PLAN OF FINANCE" herein. The proceeds of the Refunding Bonds are being issued to (i) effect the refunding of the Refunded Bonds (defined herein) issued by the District and (ii) pay certain costs of issuance associated therewith. See the captions "PLAN OF FINANCE" and "PLAN OF REFUNDING" herein.

The 2022C Bonds will be issued as current interest bonds (the "2022C Current Interest Bonds") and capital appreciation bonds (the "Capital Appreciation Bonds") and the Refunding Bonds will be issued as current interest bonds (the "Refunding Current Interest Bonds" and, together with the 2022C Current Interest Bonds, the "Current Interest Bonds").

The Bonds are dated the date of their delivery. The Bonds will mature on the dates and in the amounts and bear interest at the rates shown on the inside cover herein. Interest on the Current Interest Bonds accrues from the date of delivery of the Bonds (the "Date of Delivery"), and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2022.* Principal of the Current Interest Bonds is due on August 1 in the years and the amounts set forth on the inside cover pages hereof. The Capital Appreciation Bonds are dated the Date of Delivery and accrete interest from such date, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2022.* The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) and will not pay interest on a current basis.

The Bonds will be issued in denominations of \$5,000 principal amount, or integral multiples thereof, and are payable as to principal amount or accreted value, interest, or redemption price at the office of The Bank of New York Mellon Trust Company, N.A., as designated paying agent bond registrar and transfer agent for the Bonds (the "Paying Agent"). The Bonds are issued in fully registered form and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds as described herein under the caption "THE BONDS – Book-Entry-Only System."

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "– Mandatory Sinking Fund Redemption" herein.

The Bonds are general obligation bonds of the District, secured and payable solely from *ad valorem* property taxes collected against taxable properties within the boundaries of the District. The Bonds are general obligations of the District only and are not obligations of the San Bernardino County (the "County"), the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property, which is taxable at limited rates) for the payment of the principal of, Accreted Value of, and interest on the Bonds as the same becomes due and payable..

MATURITY SCHEDULES
(On Inside Cover)

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Norton Rose Fulbright US LLP, Los Angeles, Bond Counsel, and certain other conditions. Norton Rose Fulbright US LLP, Los Angeles is also acting as Disclosure Counsel for the District. Certain legal matters will be passed upon for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. It is anticipated that the Bonds will be available through the facilities of DTC on or about April __, 2022.

* Preliminary; subject to change.
 42972352.7

STIFEL

Dated: _____, 2022

MATURITY SCHEDULES⁽¹⁾

\$ _____⁽¹⁾

**CHINO VALLEY UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS,
ELECTION OF 2016, SERIES 2022C
(Federally Tax-Exempt)**

\$ _____ Current Interest Serial Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP No.⁽²⁾ (169583)
-------------------------------------	-------------------------	----------------------	--------------	---

\$ _____ % Term Bond Maturing August 1, 20__, Priced to Yield _____%⁽³⁾ CUSIP No.⁽²⁾ 169583 _____
\$ _____ % Term Bond Maturing August 1, 20__, Priced to Yield _____%⁽³⁾ CUSIP No.⁽²⁾ 169583 _____

\$ _____ Capital Appreciation Bonds

Maturity (August 1)	Denominational Amount	Accretion Rate	Yield	Maturity Value	CUSIP No.⁽²⁾ (169583)
--------------------------------	----------------------------------	---------------------------	--------------	---------------------------	---

⁽¹⁾ Preliminary; subject to change.

⁽²⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District, the Underwriter nor their agents or counsel assume responsibility for the accuracy of the CUSIP numbers, which are being provided for reference only.

⁽³⁾ Yield to call at par on August 1, 20__.

MATURITY SCHEDULE⁽¹⁾

\$ _____⁽¹⁾
CHINO VALLEY UNIFIED SCHOOL DISTRICT
(SAN BERNARDINO COUNTY, CALIFORNIA)
2022 General Obligation Refunding Bonds
(Federally Taxable)

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP No.⁽²⁾ (169583)
---	-------------------------	----------------------	--------------	---

\$ _____ % Term Bond Maturing August 1, 20__, Priced to Yield _____%⁽³⁾ CUSIP No.⁽²⁾ 169583 _____
\$ _____ % Term Bond Maturing August 1, 20__, Priced to Yield _____%⁽³⁾ CUSIP No.⁽²⁾ 169583 _____

⁽¹⁾ Preliminary; subject to change.

⁽²⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District, the Underwriter nor their agents or counsel assume responsibility for the accuracy of the CUSIP numbers, which are being provided for reference only.

⁽³⁾ Yield to call at par on August 1, 20__.

No dealer, broker, salesperson or other person has been authorized by the Chino Valley Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by this Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The District maintains a website and certain social media accounts. However, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. The references to internet websites in this Official Statement are shown for reference and convenience only; unless explicitly stated to the contrary, the information contained within the websites is not incorporated herein by reference and does not constitute part of this Official Statement.

The information set forth herein has been obtained from official sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the San Bernardino County, the San Bernardino County has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "THE SAN BERNARDINO COUNTY POOL" herein.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its respective responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or the completeness of such information.

The Preliminary Official Statement has been "deemed final" by the District for purpose of Rule 15c2-12 of the Securities and Exchange Commission.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the United States Securities Act of 1933, as amended (the "Securities Act"). Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
San Bernardino County, State of California

Board of Education

Christina Gagnier, President
Andrew Cruz, Vice President
James Na, Clerk
Donald L. Bridge, Member
Joe Schaffer, Member

District Administrators

Norm Enfield, Ed.D., Superintendent
Sandra H. Chen, Associate Superintendent, Business Services
Gregory J. Stachura, Assistant Superintendent, Facilities, Planning & Operations
Elizabeth A. Pensick, Director, Fiscal Services

SPECIAL SERVICES

Underwriter

Stifel, Nicolaus & Company, Incorporated
Los Angeles, California

Bond Counsel and Disclosure Counsel

Norton Rose Fulbright US LLP
Los Angeles, California

Financial Advisor

Keygent LLC
El Segundo, California

Paying Agent and Escrow Agent

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas

Verification Agent

Robert Thomas CPA, LLC
Minneapolis, Minnesota

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\$ _____ *

CHINO VALLEY UNIFIED SCHOOL DISTRICT
(San Bernardino County, California)

\$ _____ *

GENERAL OBLIGATION BONDS
ELECTION OF 2016, SERIES 2022C
(Federally Tax-Exempt)

\$ _____ *

2022 General Obligation Refunding Bonds
(Federally Taxable)

INTRODUCTION

General

The Chino Valley Unified School District (the “District”) will issue \$ _____ * aggregate principal amount of its General Obligation Bonds, Election of 2016, Series 2022C (the “2022C Bonds,” the “New Money Bonds” or the “Tax-Exempt Bonds”) and (ii) \$ _____ * aggregate principal amount of its 2022 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds” or the “Taxable Bonds”). The 2022C Bonds and the Refunding Bonds are hereinafter collectively referred to as the “Bonds.”

The 2022C Bonds are being issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “New Money Act”), and other applicable laws and regulations of the State of California (the “State”) and a resolution adopted by the Board of Education of the District (the “Board”) on _____, 2022 (the “New Money Resolution”). The Refunding Bonds are being issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the of the California Government Code (commencing with Sections 53550 and 53580, respectively) (the “Refunding Act”) and other applicable laws and regulations of the State, and pursuant to a resolution adopted by the Board on _____, 2022 (the “Refunding Resolution” and, together with the New Money Resolution, the “Resolutions”).

The proceeds of the 2022C Bonds will be applied to fund certain capital projects (the “Projects”) of the District approved by the voters at an election conducted on November 8, 2016 (the “Election”), at which more than 55% of the qualified electors of the District voted to authorize the issuance of \$750,000,000 of general obligation bonds (the “Authorization”) of the District and to the payment of costs of issuance of the 2022C Bonds. In addition to the foregoing uses, a portion of the proceeds of the 2022C Bonds will be used to pay capitalized interest for the Bonds. See “PLAN OF FINANCE.”

The proceeds of the Refunding Bonds will be applied to the refunding of all or a portion of the District’s [(i) General Obligation Refunding Bonds 2002 Election, 2012 Series A, (ii) 2014 General Obligation Refunding Bonds, (iii) General Obligation Bonds, Election of 2016, Series 2017A and (iv) 2017 General Obligation Refunding Bonds]* and (iii) to the payment of costs of issuance of the Refunding Bonds. See “PLAN OF REFUNDING.”

The District

The District, a unified school district of the State of California (the “State”), was first established in 1878 and began operations as a unified school district on July 1, 1939. The District is located in the San Bernardino County (the “County”) and provides public education within an approximately 88 square mile area, including the City of Chino, the City of Chino Hills, the southern portion of the City of Ontario and certain unincorporated areas of the County. The District currently operates 35 schools including 20

* Preliminary; subject to change.

elementary (K-6), 2 Kindergarten – 8th grade, 5 junior highs, 5 high schools, and 3 alternative schools including a virtual program. The District’s audited financial statements for the fiscal year ended June 30, 2021, are attached hereto as APPENDIX C. For more complete information concerning the District, see the information set forth in APPENDIX A – “FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT” attached hereto.

The District’s average daily attendance (“ADA”) for all District programs for Fiscal Years ended June 30, 2020 and June 30, 2021 was 26,373 and 26,373, respectively. The District currently projects that the ADA for Fiscal Year ended June 30, 2022 will be 25,939. Assessed valuation of real property and improvements (full cash value) in the District increased from \$31,159,265,514 in Fiscal Year 2020-21 to \$32,797,343,264 in Fiscal Year 2021-22. However, the District’s actual ADA and the future assessed valuation of taxable property may be affected by the ongoing outbreak of COVID-19. See “LEGAL AND OTHER MATTERS – Risks Related to COVID-19” and APPENDIX A – “FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT – Impact to District Operations and Budget Due to Coronavirus Pandemic.” The District has certain existing lease financing obligations as set forth herein under the caption APPENDIX A – “FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT – Certain Existing Obligations” and direct and overlapping bonded indebtedness as set forth under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Direct and Overlapping Debt.”

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The 2022C Bonds were authorized pursuant to the Authorization approved at the Election. The 2022C Bonds are being issued by the District under the New Money Act and other applicable laws and regulations of the State, and pursuant to the New Money Resolution and the Authorization. The 2022C Bonds represent the third series of bonds issued under the Authorization.

The Refunding Bonds are being issued by the District under the Refunding Act and other applicable laws and regulations of the State, and pursuant to the Refunding Resolution. Pursuant to the Refunding Act, general obligation bonds issued for the purpose of refunding outstanding general obligation bonds previously authorized by the voters that do not increase the debt service obligation of taxpayers do not require additional voter approval, either for issuance of such Refunding Bonds or the levy of an ad valorem property tax sufficient to pay principal of and interest as due on the Refunding Bonds.

The Board of Supervisors of the County has the power and is obligated to levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property, which is taxable at limited rates), for the payment of principal of and Accreted Value of and interest on the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Description of the Bonds

Capital Appreciation Bonds. The Capital Appreciation Bonds shall be issued in fully registered form, in Denominational Amounts of \$5,000 Maturity Value, or any integral multiple thereof. The Capital Appreciation Bonds shall be dated as of their date of delivery and shall mature on the dates set forth on the inside cover pages hereof and in the 2022C Bonds Contract of Purchase. The Capital Appreciation Bonds will accrete in value from their Denominational Amounts on the date of delivery to their respective Maturity Values, at the Accretion Rates (defined herein) per annum set forth on the inside cover page hereof,

compounded semiannually on February 1 and August 1 of each year commencing August 1, 2022. The Capital Appreciation Bonds are payable only at maturity (unless earlier redeemed) according to the amounts set forth in the Accreted Values table as shown in APPENDIX H hereto.

Interest with respect to each Capital Appreciation Bond is represented by the amount each such bond accretes in value from its respective Denominational Amount on the date of delivery to the date for which the Accreted Value is calculated. The value of a Capital Appreciation Bond as of any date (the “Accreted Value”) is computed by using a year of 360 days comprised of twelve 30-day months, discounting its Maturity Value on the basis of a constant rate (the “Accretion Rate”), compounded semiannually on February 1 and August 1 in each year to the date for which an Accreted Value is calculated, and if the date for which the Accreted Value is calculated is between February 1 and August 1, by pro-rating such Accreted Values to the closest prior or subsequent February 1 and August 1.

The Capital Appreciation Bonds shall be payable only upon maturity or upon the prior redemption thereof. Each Capital Appreciation Bond will have an Accreted Value at maturity (the “Maturity Value”) equal to the initial issue amount (the “Denominational Amount”) plus interest accreted and compounded to the maturity date. The Accreted Value of the Capital Appreciation Bonds is payable when due upon surrender of the Capital Appreciation Bonds at the office of the Paying Agent. As long as DTC (defined below) is the registered owner of the Bonds and DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to Owners only to DTC.

Current Interest Bonds. The Current Interest Bonds will be dated their date of delivery and will be issued in initial denominations of \$5,000 or any integral multiple thereof. The bonds issued as current interest bonds will have principal payable at the maturity dates of the respective Current Interest Bonds or their earlier redemption. Interest on each Current Interest Bond shall accrue from its dated date. Interest on the Current Interest Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each August 1 and February 1 of each year (each, an “Interest Payment Date”), commencing August 1, 2022, to the registered owners (each, an “Owner”) thereof as of the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a “Record Date”). Interest on each Current Interest Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event, interest shall be payable from its dated date; provided, however, that if at the time of registration of any Current Interest Bond interest thereon is in default, interest thereon shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Current Interest Bonds will be made on each Interest Payment Date by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date, to the Owner thereof on the Record Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Current Interest Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Principal and Maturity Value of the Bonds shall be due and payable on August 1 in each of the years as set forth on the inside covers of this Official Statement.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest, or premium, if any, on the Bonds are payable by wire transfer of New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by The Bank of New York Mellon Trust Company, N.A., as paying agent (the “Paying Agent”), to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. Payments of principal and accreted value, and premium, if any, for any Bonds shall be made only upon the surrender of such Bonds to the Paying Agent. See APPENDIX E – “BOOK ENTRY ONLY SYSTEM” herein.

Optional Redemption*

2022C Bonds. The 2022C Bonds maturing on August 1, 20__ are not subject to optional redemption prior to maturity. The 2022C Bonds maturing on or after August 1, 20__, may be redeemed before maturity, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20__, at par, together with interest accrued thereon to the date of redemption, without premium.

Refunding Bonds. [The Refunding Bonds maturing on August 1, 20__ are not subject to optional redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20__, may be redeemed before maturity, at the option of the District, from any source of available funds, in whole or in part on any date on or after August 1, 20__, at par, together with interest accrued thereon to the date of redemption, without premium.]

Mandatory Sinking Fund Redemption†

The 2022C Bonds maturing on August 1, 20__ (the “20__ Term 2022C Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity from mandatory sinking fund payments on any August 1 on or after August 1, 20__, at a redemption price equal to 100% of their principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
20__	
20__	
20__	
20__	
20__(1)	
Total	

(1) Maturity.

In the event that a portion of the 20__ Term 2022C Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, with respect to the portion of such 20__ Term 2022C Bond optionally redeemed.

* Preliminary; subject to change.

† Preliminary; subject to change.

The 2022C Bonds maturing on August 1, 20__ (the “20__ Term 2022C Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity from mandatory sinking fund payments on any August 1 on or after August 1, 20__, at a redemption price equal to 100% of their principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
20__	
20__	
20__	
20__	
20__ ⁽¹⁾	
Total	

⁽¹⁾ Maturity.

In the event that a portion of the 20__ Term 2022C Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, with respect to the portion of such 20__ Term 2022C Bond optionally redeemed.

The Refunding Bonds maturing on August 1, 20__ (the “20__ Term Refunding Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity from mandatory sinking fund payments on any August 1 on or after August 1, 20__, at a redemption price equal to 100% of their principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
20__	
20__	
20__	
20__	
20__ ⁽¹⁾	
Total	

⁽¹⁾ Maturity.

In the event that a portion of the 20__ Term Refunding Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, with respect to the portion of such 20__ Term Refunding Bond optionally redeemed.

The Refunding Bonds maturing on August 1, 20__ (the “20__ Term Refunding Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity from mandatory sinking fund payments on any August 1 on or after August 1, 20__, at a redemption price equal to 100% of their principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
20__	
20__	
20__	
20__	
20__ ⁽¹⁾	
Total	

⁽¹⁾ Maturity.

In the event that a portion of the 20__ Term Refunding Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect thereto shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, with respect to the portion of such 20__ Term Refunding Bond optionally redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption in such manner as the District shall direct, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the principal amount or Maturity Value of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized or required pursuant to the Resolutions, the Paying Agent, upon written instruction from the District, shall give notice (each, a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of any Bond to be redeemed in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest on Bonds shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice: (i) at least 20 days but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of the Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the bond register; (ii) in the event the Bonds shall no longer be held in book-entry form, at least 35 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (1) first-class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to each of the Securities Depositories and the Municipal Securities Rulemaking Board ("MSRB"). Such Redemption Notice shall be given to such other persons as may be required by the Continuing Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its Electronic Municipal Market Access (“EMMA”) website located at <http://emma.msrb.org>, or any other entity designated or authorized by the Commission.

The “Securities Depositories” shall mean DTC and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

A Redemption Notice may be rescinded by written notice given to the Paying Agent by the District and the Paying Agent shall provide notice of such rescission as soon thereafter as practicable in the same manner, and to the same recipients, as notice of such redemption was given, but in no event later than the date set for redemption.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

“Transfer Amount” shall mean, with respect to any Bonds, the aggregate principal amount of thereof.

Effect of Notice of Redemption

Notice having been given as required in the Resolutions, and the moneys for redemption (including the interest or Accreted Value to the applicable date of redemption) having been set aside in the District’s applicable Debt Service Fund or deposited with a duly appointed escrow agent, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent or deposited with a duly appointed escrow agent, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest or Accreted Value on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, maturity and principal amount or Maturity Value thereof, as applicable, and transferred upon the bond registrar upon presentation and surrender of such Bond at the principal office of the Paying Agent, together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount or

Maturity Value of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Discharge and Defeasance

All or any portion of the outstanding Bonds shall be paid and discharged in any one of the following ways:

(a) by paying or causing to be paid the principal and Accreted Value of, premium, if any, and interest on such Bonds outstanding, and when the same become due and payable;

(b) by depositing with the Paying Agent, or with a duly appointed escrow agent in an irrevocable trust, at or before maturity, cash which, together with the amounts then on deposit in the applicable Debt Service Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution which meets the requirements for acting as a successor Paying Agent pursuant to the Resolution selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all Bonds outstanding at maturity thereof, including any premium and all interest thereon, for which notice has been given or provided for, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under the Resolution with respect to the affected Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay the Paying Agent amounts owing to the Paying Agent under the Resolutions.

Book-Entry Only System

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners of the Bonds. For further information regarding DTC and the book-entry system, see APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” hereto.

[Remainder of page intentionally left blank.]

Debt Service Schedule

The following table summarizes the debt service requirements of the District for all its outstanding general obligation bonds and the Bonds, assuming no optional redemptions:

Year Ending (August 1)	Outstanding General Obligation Bonds ⁽¹⁾	2022C Bonds		Refunding Bonds	
		Current Interest Bonds ⁽²⁾		Current Interest Bonds ⁽²⁾	
		<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
					<u>Total</u>
2022	30,067,983.50				
2023	30,595,138.50				
2024	31,051,926.00				
2025	31,622,306.00				
2026	32,182,586.50				
2027	32,500,481.50				
2028	32,694,531.50				
2029	33,321,806.50				
2030	33,972,181.50				
2031	34,391,231.50				
2032	18,788,231.50				
2033	19,083,231.50				
2034	19,888,481.50				
2035	20,747,268.50				
2036	21,646,787.50				
2037	22,576,537.50				
2038	23,537,287.50				
2039	24,559,787.50				
2040	25,628,037.50				
2041	27,986,537.50				
2042	29,384,787.50				
2043	30,826,687.50				
2044	32,337,525.50				
2045	33,921,087.50				
2046	36,569,637.50				
2047	38,254,750.00				
2048	39,930,800.00				
2049	41,716,137.50				
2050	43,610,312.50				
2051	40,280,800.00				
2052	42,110,000.00				
2053	44,034,450.00				
2054	46,060,500.00				
2055	48,159,400.00				
Total	\$1,094,039,236.50				

⁽¹⁾ Represents all outstanding general obligation bonds of the District and includes the bonds to be refunded by the Refunding Bonds.

⁽²⁾ Interest on the Current Interest Bonds will be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2022.

⁽³⁾ The Capital Appreciation Bonds are payable only at maturity on August 1 of the years indicated on the inside cover hereof, and interest on such Capital Appreciation Bonds is compounded semiannually on February 1 and August 1, commencing August 1, 2022.

PLAN OF FINANCE

The proceeds of the 2022C Bonds are being applied to (i) finance the construction, acquisition, furnishing and equipping of District facilities, all as included in the Project List (defined below) approved at the Election (ii) pay capitalized interest for the 2022C Bonds, and (iii) pay certain costs of issuance associated with the 2022C Bonds.

The Project. The “Strict Accountability in Local School Construction Bonds Act of 2000,” comprising Section 15264 *et seq.* of the Education Code, controls the method by which the District will expend amounts derived from the sale of the 2022C Bonds on its capital improvements. Prior to the Election, the District prepared and submitted to the District Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the 2022C Bonds (the “Project List”).

With respect to these projects included in the Project List, the District has evaluated facility needs to continue to provide for safety, class size reduction and information technology; and the District has appointed an independent citizens’ oversight committee to oversee the implementation of the projects. Several key projects include:

- *Phase 2 Reconstruction of Chino High School*
- *Chino High School gym, locker and aquatic center renovation*
- *Construction of Cal Aero Preserve Academy (K-8) #2*
- *Modernization of Butterfield Ranch Elementary School (ES)*
- *Modernization of Eagle Canyon ES*
- *Modernization of Hidden Trails ES*
- *Relocation of main office at 6 schools to improve point of entry*

The allocation of 2022C Bond proceeds and the timely completion of projects could be affected by the District’s ability to receive State matching funds as well as the final costs of each project. The estimated costs for each Project may be affected by outside factors beyond the District’s control. The timing of projects will be established and shall be subject to revision by the Board of Education and will be subject to review by the citizen’s oversight committee.

Building Fund. The net proceeds from the sale of the 2022C Bonds will be paid to the County to the credit of the “Chino Valley Unified School District, Election of 2016, Series 2022C Building Fund” (the “Building Fund”), and will be applied solely for the purposes for which the 2022C Bonds are being issued. Interest earnings in the Building Fund will be retained therein. Any excess proceeds of the 2022C Bonds not needed for the authorized purposes for which the such 2022C Bonds are being issued, upon written notice from the District, will be transferred to the corresponding Debt Service Fund (as defined herein) and applied to the payment of the principal and Accreted Value of and interest on the 2022C Bonds.

Investment of Proceeds. Moneys in the Building Fund and the respective Debt Service Funds (as described herein) will be invested through the County’s pooled investment fund. See “APPENDIX F – THE SAN BERNARDINO COUNTY POOL.”

PLAN OF REFUNDING

The Refunding Bonds⁽¹⁾

The net proceeds of the Refunding Bonds will be applied to: (i) refund [on a current basis][on an advance basis] the District's General Obligation Refunding Bonds 2002 Election, 2012 Series A (the "2012A Prior Bonds"), as further designated below (so refunded, the "Refunded 2012A Bonds"), (ii) advance refund all or a portion of the District's 2014 General Obligation Refunding Bonds (the "2014 Prior Bonds"), as further designated below (so refunded, the "Refunded 2014 Bonds"), (iii) advance refund all or a portion of the District's General Obligation Bonds, Election of 2016, Series 2017A (the "2017A Prior Bonds"), as further designated below (so refunded, the "Refunded 2017A Bonds"), (iv) advance refund all or a portion of the District's 2017 General Obligation Refunding Bonds (the "2017 Prior Bonds," and together with the 2012A Prior Bonds, the 2014 Prior Bonds, and the 2017A Prior Bonds, the "Prior Bonds"), as further designated below (so refunded, the "Refunded 2017 Bonds") and (v) pay the costs of issuance of the Refunding Bonds. The bonds designated to be refunded will be known collectively, as the "Refunded Bonds."

On the date of delivery of the Refunding Bonds, a portion of the net proceeds of the Refunding Bonds will be deposited into one or more Escrow Funds (each, an "Escrow Fund") established for the purpose of paying when due and/or refunding the Refunded Bonds pursuant to that certain Escrow Agreement, dated as of [April 1, 2022] (the "Escrow Agreement"), by and between the District and The Bank of New York Mellon Trust Company, N.A., in the capacity of Escrow Agent (the "Escrow Agent").

The net proceeds of the Refunding Bonds will be invested under the terms of the Escrow Agreement. Amounts available in the Escrow Fund will be applied (i) to pay interest and principal coming due on the Refunded Bonds on and prior to their respective maturity dates and (ii) to redeem the Refunded Bonds on their respective redemption dates, at a redemption price equal to 100% of the principal amount of the Refunded Bonds together with interest accrued thereon. The Escrow Agreement provides for the investment of the proceeds of the Refunding Bonds deposited thereunder in noncallable direct obligations issued by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America. Robert Thomas CPA, LLC, certified public accountants (the "Verification Agent") will verify the sufficiency of amounts so deposited and invested to provide for such payments.

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⁽¹⁾ Preliminary; subject to change.

The specific maturities of the Prior Bonds or portions thereof to be refunded, and which shall comprise the Refunded Bonds, shall be selected by the District on or about the date of sale of the Refunding Bonds.

**SUMMARY OF THE BONDS TO BE REFUNDED BY
THE REFUNDING BONDS⁽¹⁾**

**General Obligation Refunding Bonds, 2002 Election, 2012 Series A
Redemption Date August 1, 2022**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽²⁾</u> <u>(169583)</u>	<u>Call Price</u>
2023	\$2,550,000	5.000%	EK3	100.00
2025	1,295,000	2.750	EM9	100.00
2026	1,650,000	3.000	EP2	100.00
2027	3,040,000	3.000	ER8	100.00

**2014 General Obligation Refunding Bonds
Redemption Date August 1, 2024**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽²⁾</u> <u>(169583)</u>	<u>Call Price</u>
2025	\$1,175,000	5.000%	FC0	100.00
2026	1,465,000	5.000	FD8	100.00
2027	2,565,000	5.000	FE6	100.00
2028	4,415,000	5.000	FF3	100.00
2029	860,000	3.125	FG1	100.00
2029	3,810,000	5.000	FJ5	100.00
2030	4,910,000	5.000	FH9	100.00

⁽¹⁾ Preliminary; subject to change.

⁽²⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District, the Underwriter, the Financial Advisor nor their agents or counsel assume responsibility for the accuracy of the CUSIP numbers, which are being provided for reference only.

**SUMMARY OF THE BONDS TO BE REFUNDED BY
THE REFUNDING BONDS (cont'd)⁽¹⁾**

**General Obligation Bonds
Election of 2016, Series 2017A
Redemption Date August 1, 2027**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽²⁾</u> <u>(169583)</u>	<u>Call Price</u>
2034	\$ 545,000	3.250%	FP1	100.00
2035	955,000	3.375	FQ9	100.00
2036	1,395,000	5.000	FR7	100.00
2037	1,585,000	5.000	FS5	100.00
2038	2,110,000	5.000	FV8	100.00
2039	2,660,000	5.000	GM7	100.00
2040	3,285,000	5.000	GN5	100.00
2041	3,935,000	5.000	GP0	100.00
2042	4,610,000	5.000	FT3	100.00
2047 ⁽³⁾	37,050,000	5.000	FU0	100.00
2052 ⁽³⁾	64,000,000	5.000	FW6	100.00
2055 ⁽³⁾	57,605,000	5.000	FX4	100.00

**2017 General Obligation Refunding Bonds
Redemption Date August 1, 2027**

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number⁽²⁾</u> <u>(169583)</u>	<u>Call Price</u>
2028	\$6,990,000	5.250%	GH8	100.00
2029	7,950,000	5.500	GJ4	100.00
2030	9,015,000	3.000	GK1	100.00
2031	14,860,000	5.000	GL9	100.00

⁽¹⁾ Preliminary; subject to change.

⁽²⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District, the Underwriter, the Financial Advisor nor their agents or counsel assume responsibility for the accuracy of the CUSIP numbers, which are being provided for reference only.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the Bonds are as follows:

Source of Funds	2022C Bonds	Refunding Bonds	Total
Principal Amount			
Plus Net Original Issue Premium			
Total Sources			
Uses of Funds			
Building Fund			
Escrow Fund			
Debt Service Fund ⁽¹⁾			
Costs of Issuance ⁽²⁾			
Total Uses			

⁽¹⁾ Includes capitalized interest through August 1, 20__.

⁽²⁾ Costs of Issuance include Underwriter's discount, fees and expenses of Bond and Disclosure Counsel, the Financial Advisor, Paying Agent, Escrow Agent, Verification Agent, Rating Agency fees, demographic data, printing and other miscellaneous costs.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy such *ad valorem* property taxes, without limitation as to rate or amount, upon all property within the District subject to taxation thereby (except certain personal property which is taxable at limited rates), for the payment of principal and Accreted Value of and interest on the Bonds when due. Such *ad valorem* property taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal and Accreted Value of and interest on the Bonds when due. The levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The County, however, is not obligated to establish or maintain such a reserve for the Bonds, and the District can make no representation that such reserve will be established by the County or that such a reserve, if previously established by the County, will be maintained in the future.

Such taxes, when collected, will be placed by the County in the District's debt service funds established by the respective Resolutions (the "Debt Service Funds") for each respective series of Bonds, which funds are required to be segregated and maintained by the County and which are designated for the payment of the Bonds and interest thereon when due, and for no other purpose. Pursuant to the Resolutions, the District has pledged funds on deposit in the Debt Service Funds to the payment of the Bonds. Although the County is obligated to levy *ad valorem* property taxes for the payment of the Bonds as described above, and the County will maintain the Debt Service Funds, the Bonds are not a debt of the County.

Moneys in the Debt Service Fund, to the extent necessary to pay the principal and Accreted Value of and interest on the Bonds as the same becomes due and payable, will be transferred by the County to the Paying Agent. The Paying Agent will in turn remit the funds to DTC for remittance of such principal, accreted value and interest to its Participants (as defined herein) for subsequent disbursement to the respective Beneficial Owners of such Bonds.

The rate of the annual *ad valorem* property taxes levied by the County to repay the Bonds as described above will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District's control, such as general market decline in real property values, outbreak of disease, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood, fire, wildfire, drought, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate.

Assessed Valuations – Constitutional and Statutory Initiatives

Article XIII A of the California Constitution. Article XIII A of the California Constitution limits the amount of any *ad valorem* property tax on real property, to 1% of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness or 55% of voters voting on the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." The full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls, with tax rates expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all general tax rates reflect the \$1 per \$100 of taxable value.

Assessed Valuations of the District

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution.

The State-reimbursed exemption currently provides a credit of \$7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

Shown in the following tables is information relating to the assessed valuation of property in the District during the current and past five fiscal years, assessed valuation and parcels by land use, and per parcel assessed valuation of single-family homes.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Summary of Assessed Valuations

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2016-17	\$ 23,082,930,358	\$ 891,352	\$ 807,271,446	\$ 23,891,093,156
2017-18	24,761,086,325	891,272	880,252,725	25,642,230,322
2018-19	26,835,059,463	889,385	936,868,795	27,772,817,643
2019-20	28,539,258,515	1,713,411	1,054,816,975	29,595,788,901
2020-21	30,049,531,610	1,713,411	1,108,020,493	31,159,265,514
2021-22	31,694,276,490	1,116,786	1,101,949,988	32,797,343,264

Source: California Municipal Statistics, Inc.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
2021-22 Assessed Valuation and Parcels by Land Use

	2021-22 Assessed Valuation⁽¹⁾	% of Total	No. of Parcels	% of Total
<u>Non-Residential:</u>				
Agricultural/Rural	\$ 215,972,704	0.68%	432	0.75%
Commercial/Office	2,689,184,713	8.48	2,986	5.19
Industrial	4,646,893,885	14.66	1,461	2.54
Recreational	78,427,034	0.25	60	0.10
Government/Social/Institutional	<u>48,963,358</u>	<u>0.15</u>	<u>171</u>	<u>0.30</u>
Subtotal Non-Residential	\$7,679,441,694	24.23%	5,110	8.89%
<u>Residential:</u>				
Single Family Residence	\$17,634,986,959	55.64%	38,357	66.70%
Condominium	3,787,237,179	11.95	8,857	15.40
Mobile Home	75,091,577	0.24	1,188	2.07
Mobile Home Park	62,920,049	0.20	13	0.02
2-4 Residential Units	214,061,707	0.68	520	0.90
5+ Residential Units/Apartments	1,493,164,519	4.71	532	0.93
Miscellaneous Residential	<u>8,442,523</u>	<u>0.03</u>	<u>32</u>	<u>0.06</u>
Subtotal Residential	\$23,275,904,513	73.44%	49,499	86.07%
Vacant Parcels	\$738,930,283	2.33%	2,898	5.04%
Total	\$31,694,276,490	100.00%	57,507	100.00%

⁽¹⁾ Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
Per Parcel 2021-22 Assessed Valuation of Single-Family Homes

	No. of Parcels	2021-22 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single-Family Residential	38,357	\$17,634,986,959	\$459,759	\$423,278

2021-22 Assessed Valuation	No. of Parcels⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	401	1.045%	1.045%	\$14,638,375	0.083%	0.083%
\$50,000 - \$99,999	1,044	2.722	3.767	76,514,962	0.434	0.517
\$100,000 - \$149,999	1,015	2.646	6.413	127,890,061	0.725	1.242
\$150,000 - \$199,999	1,793	4.675	11.088	318,638,181	1.807	3.049
\$200,000 - \$249,999	2,906	7.576	18.664	657,696,822	3.729	6.778
\$250,000 - \$299,999	3,363	8.768	27.432	923,596,746	5.237	12.016
\$300,000 - \$349,999	3,630	9.464	36.895	1,181,136,813	6.698	18.713
\$350,000 - \$399,999	3,473	9.054	45.950	1,301,663,221	7.381	26.095
\$400,000 - \$449,999	3,350	8.734	54.684	1,423,785,979	8.074	34.168
\$450,000 - \$499,999	3,464	9.031	63.715	1,644,008,210	9.322	43.491
\$500,000 - \$549,999	2,956	7.707	71.421	1,550,054,287	8.790	52.280
\$550,000 - \$599,999	2,453	6.395	77.816	1,408,071,153	7.985	60.265
\$600,000 - \$649,999	2,062	5.376	83.192	1,288,331,078	7.306	67.570
\$650,000 - \$699,999	1,595	4.158	87.350	1,074,459,308	6.093	73.663
\$700,000 - \$749,999	1,148	2.993	90.343	831,248,179	4.714	78.377
\$750,000 - \$799,999	919	2.396	92.739	711,220,506	4.033	82.410
\$800,000 - \$849,999	640	1.669	94.408	527,353,851	2.990	85.400
\$850,000 - \$899,999	512	1.335	95.743	447,226,122	2.536	87.936
\$900,000 - \$949,999	377	0.983	96.725	348,748,506	1.978	89.914
\$950,000 - \$999,999	254	0.662	97.388	247,409,499	1.403	91.317
\$1,000,000 - and greater	<u>1,002</u>	<u>2.612</u>	100.000	<u>1,531,295,100</u>	<u>8.683</u>	100.000
Total	38,357	100.000%		\$17,634,986,959	100.000%	

⁽¹⁾ Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
2021-22 Assessed Valuation by Jurisdiction

Jurisdiction:	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
City of Chino	\$15,936,859,556	48.59%	\$15,980,444,384	99.73%
City of Chino Hills	13,978,276,679	42.62	\$13,978,276,679	100.00%
City of Ontario	2,172,486,329	6.62	\$32,317,419,137	6.72%
Unincorporated San Bernardino County	<u>709,720,700</u>	<u>2.16</u>	\$39,323,653,457	1.80%
Total District	\$32,797,343,264	100.00%		
San Bernardino County	\$32,797,343,264	100.00%	\$266,224,547,690	12.32%

Source: California Municipal Statistics, Inc.

Tax Rates, Levies, Collections and Delinquencies

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is

classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State assessed property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of “situs” growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts and community college districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus costs and redemption penalty of one and ½% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are currently due as of the January 1 lien date prior to the commencement of a fiscal year and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll and an additional penalty of 1 ½% per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

The County levies and collects all property taxes for property falling within its taxing boundaries.

Alternative Method of Tax Apportionment – Teeter Plan

The Board of Supervisors of the County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan is applicable to all tax levies for which such county acts as the tax-levying or tax-collecting agency, or for which such county’s treasury is the legal depository of the tax collections.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan. The District will receive 100% of the *ad valorem* property tax levied in the County to pay the Bonds irrespective of actual delinquencies in the collection of the tax by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1 for the County), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. The Board of Supervisors of the County may, by resolution adopted not later than July 15 of the fiscal year for which it is to apply, after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in such county if the rate of secure tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which such county acts as the tax-levying or tax-collecting agency.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within the County's taxing boundaries. The County does not provide information regarding secured tax charges and delinquencies.

Tax Rates

The following table sets forth typical tax rates levied in Tax Rate Area (1-001) for fiscal years 2017-18 through 2021-22:

CHINO VALLEY UNIFIED SCHOOL DISTRICT **Typical Total Tax Rates Per \$100 of Assessed Valuation (TRA 1-001)**

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22⁽¹⁾</u>
General	1.0000	1.0000	1.0000	1.0000	1.0000
Chaffey Community College District	.0088	.0153	.0241	.0111	.0177
Chino Valley Unified School District	.0934	.0849	.0790	.0897	.0862
Metropolitan Water District	.0035	.0035	.0035	.0035	.0035
Total	<u>1.1057</u>	<u>1.1037</u>	<u>1.1066</u>	<u>1.1043</u>	<u>1.1074</u>

⁽¹⁾ TRA 1-001, 2021-22 Assessed Valuation is \$5,572,720,352 which is 16.99% of the District's total assessed valuation.
Source: California Municipal Statistics, Inc.

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Largest Taxpayers

The twenty largest local secured taxpayers in the District and their assessed valuations for 2021-22 are shown in the following table.

CHINO VALLEY UNIFIED SCHOOL DISTRICT Largest 2021-22 Local Secured Taxpayers

	Property Owner	Primary Land Use	2021-22 Assessed Valuation	% of Total ⁽¹⁾
1.	Watson Land Company	Industrial	\$ 668,969,495	2.11%
2.	Majestic Realty Co.	Industrial	386,830,424	1.22
3.	Wal-Mart.com USA LLC	Industrial	214,211,223	0.68
4.	Homecoming I at the Preserve LLC	Apartments	179,851,043	0.57
5.	John Hancock Life Insurance Company	Industrial	174,469,127	0.55
6.	Chino Dunhill LLC	Shopping Center	160,993,595	0.51
7.	MLM Chino Property LLC	Shopping Center	143,508,952	0.45
8.	Scannell Properties #404 LLC	Industrial	142,178,580	0.45
9.	Spectrum South No. 1-6 LLC	Industrial	131,198,204	0.41
10.	Chino Kimball Industrial LLC	Industrial	130,875,849	0.41
11.	Crossings of Chino Hills LLC	Apartments	128,000,000	0.40
12.	Homecoming IV At The Preserve LLC	Apartments	125,301,046	0.40
13.	Chino Center Inc.	Industrial	124,317,690	0.39
14.	FHF I The Heights LLC	Apartments	102,529,313	0.32
15.	Capriana Owner LLC	Apartments	98,419,168	0.31
16.	LCD Santa Barbara at Chino Hills LLC	Apartments	95,735,395	0.30
17.	NF Chino Hills Associates LP	Apartments	91,981,159	0.29
18.	Majestic-AMB South Chino LLC	Industrial	89,733,224	0.28
19.	Euclid Land Venture LLC	Industrial Land	86,090,000	0.27
20.	Avalon Chino Hills LP	Apartments	81,446,525	0.26
			<u>\$3,356,640,012</u>	<u>10.59%</u>

⁽¹⁾ 2021-22 Local Secured Assessed Valuation: \$31,694,276,490.
Source: California Municipal Statistics, Inc.

District Debt

The following table is a statement of the District's direct and estimated overlapping bonded debt as of [April 1, 2022]. The debt report is included for general information purposes only. The District has not reviewed the debt report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

Column 1 in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. Column 2 shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table)

produces the amount shown in Column 3, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

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**CHINO VALLEY UNIFIED SCHOOL DISTRICT
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS**

[UPDATE FORTHCOMING]

2019-20 Assessed Valuation: \$29,595,788,901

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 3/1/20</u>
Metropolitan Water District	0.957%	\$ 356,961
Chaffey Community College District	24.544	82,914,541
Chino Valley Unified School District	100.000	309,110,000⁽¹⁾
City of Chino Community Facilities Districts	100.000	147,655,000
City of Chino Hills Community Facilities Districts	100.000	29,895,000
City of Chino Hills 1915 Act Bonds	100.000	<u>425,000</u>
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		\$570,356,502
 <u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
San Bernardino County General Fund Obligations	12.487%	\$29,861,412
San Bernardino County Pension Obligation Bonds	12.487	29,620,742
San Bernardino County Flood Control District General Fund Obligations	12.487	7,136,945
Chaffey Community College District General Fund Obligations	24.544	7,468,739
Chino Valley Unified School District Certificates of Participation	100.000	5,235,000
City of Ontario General Fund Obligations	6.377	3,761,473
West Valley Vector Control District Certificates of Participation	34.096	<u>757,443</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$83,841,754
 <u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		\$50,200,000
 COMBINED TOTAL DEBT		 \$704,398,256 ⁽²⁾

⁽¹⁾ Excludes issue to be sold.

⁽²⁾ Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2019-20 Assessed Valuation:

Direct Debt (\$309,110,000)..... 1.04%
 Total Direct and Overlapping Tax and Assessment Debt..... 1.93%
Combined Direct Debt (\$314,345,000) 1.06%
 Combined Total Debt 2.38%

Ratios to Redevelopment Incremental Valuation (\$3,665,269,500):

Total Overlapping Tax Increment Debt..... 1.37%

Source: California Municipal Statistics, Inc.

Pledge of Tax Revenues

Pursuant to the Resolutions, the District pledges all revenues from the property taxes collected from the levy by the County Board of Supervisors for the payment of the Bonds and amounts on deposit in the Debt Service Funds of the District to the payment of the principal, accreted value or redemption price of and interest on the Bonds. This pledge is valid and binding from the date of adoption of the Resolutions for the benefit of the owners of the Bonds and successors thereto. The Resolutions provide that the property taxes and amounts held in the Debt Service Funds of the District are immediately subject to this pledge, and the pledge constitutes a lien and security interest which immediately attaches to the property taxes and amounts held in the Debt Service Funds of the District to secure the payment of the Bonds and is effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. “Bonds” for purpose of this pledge means all bonds of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including any refunding bonds thereof, as all such Bonds are required by State law to be paid from the respective Debt Service Funds of the District.

Each Resolution provides that the pledge is an agreement between the District and the bondholders to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure or to refinance outstanding general obligation bonds.

Statutory Lien for General Obligation Bonds

Pursuant to Senate Bill 222 (2015) (“SB 222”) codified at State Government Code Section 53515 provides that all general obligation bonds issued by local agencies on or after January 1, 2016, including the Bonds, will be secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* property taxes. SB 222 provides that the lien will automatically arise, without the need for any action or authorization by the District or its governing board, and will be valid and binding from the time the bonds are executed and delivered. See also “LEGAL AND OTHER MATTERS – Possible Limitations on Remedies; Bankruptcy – *Statutory Lien*” herein.

Dedicated Unlimited *Ad Valorem* Property Tax Collection

Factors Affecting Assessed Valuation. The annual tax rate will be based on the assessed value of taxable property in the District. Changes in the annual debt service on the District’s outstanding general obligation bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control, such as economic recession, deflation of land values, global pandemics, such as COVID-19, relocation of businesses out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, drought, fire or other natural disaster, could cause a reduction in the assessed value of taxable property in the District and, all other factors being equal, necessitate a corresponding increase in the annual tax rate. Conversely, factors such as increased assessed value of taxable property and/or an increase in the numbers of property taxpayers within the District could, all other factors being equal, cause a corresponding decrease in the annual tax rate.

The level of property tax delinquencies is affected by economic factors beyond the District’s control, including the ability or willingness of property owners to pay property taxes during an economic recession. The District cannot predict whether the COVID-19 pandemic will have a significant effect on the rate of delinquency in the payment of property taxes in the District. See “LEGAL AND OTHER

MATTERS – Risks Related to COVID-19” and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Alternative Method of Tax Apportionment – Teeter Plan” herein.

Assessment Appeals and Adjustments of Assessed Valuation. Under State law, property owners may apply for a reduction of their property tax assessment by filing an application, in form prescribed by the State Board of Equalization (the “SBE”), with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly re-appraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “APPENDIX A – FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT - CONSTITUTIONAL AND STATUTORY INITIATIVES – Article XIII A of the California Constitution” herein.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

In addition to the above-described taxpayer appeals, county assessors may independently reduce assessed valuations based on changes in the market value of property, or for other factors such as the complete or partial destruction of taxable property caused by natural or man-made disasters such as earthquakes, floods, fire, drought or toxic contamination pursuant to relevant provisions of the State Constitution. See “ - *Proposition 50 and Proposition 171*” below. Such reductions are subject to yearly re-appraisals by the county assessor and may be adjusted back to their original values when real estate market conditions improve. Once property has regained its prior assessed value, adjusted for inflation, it once again is subject to the annual inflationary growth rate factor allowed under Article XIII A.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or in the future, or actions by county assessors, will not significantly reduce the assessed valuation of property within the District.

Effect of Natural Disaster on Assessed Valuation. Assessed valuations are subject to change in each year, and such changes may result from a variety of factors, including natural disasters.

The State is currently experiencing drought conditions. On March 5, 2021, the Secretary of the United States Department of Agriculture designated 50 of 58 counties in California, including the County, as primary natural disaster areas due to drought. On April 12, 2021, the Governor issued a drought emergency proclamation (the “April Drought Proclamation”) which applied to two counties within the State – Mendocino and Sonoma counties. On May 10, 2021, the Governor declared a Statewide Drought State of Emergency due to the State facing serious water shortfalls, and ordered State and local agency implementation of certain provisions to adequately respond to drought conditions, significantly expanding the April Drought Proclamation to 41 counties, excluding the County, within the State. The counties in the May 10, 2021 Proclamation of a State of Emergency included the Klamath River Watershed Counties, the Sacramento-San Joaquin Delta Watershed Counties and the Tulare Lake Watershed Counties. On July 8, 2021, the Governor declared a Statewide Drought State of Emergency due to the continued depletion of water supplies and other factors, and ordered State and local agency implementation of certain provisions

to adequately respond to drought conditions, expanding the April Drought Proclamation to 50 counties, excluding the County. The counties in the July 8, 2021 Proclamation of a State of Emergency included the additional nine counties of Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz. On October 19, 2021, the Governor declared a Statewide Drought State of Emergency due to the continued depletion of water supplies and other factors, and ordered State and local agency implementation of certain provisions to adequately respond to drought conditions, expanding the April Drought Proclamation to all counties in the State, including the County.

In addition, wildfires have occurred in recent years in different regions of the State. The District did not sustain any serious property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the State due to fire damage. On September 21, 2018, then-Governor Brown signed a number of measures into law addressing issues related to increased wildfire risk in the State, including forest management, mutual aid for fire departments, emergency alerts and safety mandates.

On August 27, 2018, the California Natural Resources Agency released its Fourth Climate Change Assessment, which included as key findings that the frequency of drought and the amount of acres burned by wildfire in the State would both increase in the future. This report details significant economic impact to the State as a result of these and other natural disasters. The report is publicly available at <http://www.climateassessment.ca.gov/>. The reference to this internet website is shown for reference and convenience only; the information contained within the website may not be current, has not been reviewed by the District and is not incorporated herein by reference.

The District cannot predict or make any representations regarding the effects that natural disasters, such as fire, drought or extended drought conditions, earthquakes, or other related natural or man-made conditions, have or may have on the value of taxable property within the District, or to what extent the effects said natural disasters might have had on economic activity in the District or throughout the State.

Proposition 50 and Proposition 171. On June 3, 1986, the voters of the State approved Proposition 50. Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county, which is acquired or constructed within five years after the disaster. At the time of such transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land or the improvements sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the disaster. There is no filing deadline, but the assessor can only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value: if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value; if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value; if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value. The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171. Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Intra-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (1) only applies to (a) structures that are owned and occupied by property owners as their principal place of residence and (b) land of a “reasonable size that is used as a site for a residence;” (2) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (3) only applies to replacement property located in a county that adopted an ordinance allowing Proposition 171 transfers; (4) claims must be timely filed within three years of the date of purchase or completion of new construction; and (5) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement property is acquired or constructed within one year of the destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two years of the destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three years of the destruction.

TAX MATTERS

Tax-Exempt Bonds

Tax Exemption.

The delivery of the Tax-Exempt Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Tax-Exempt Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Tax-Exempt Bonds (the “Code”), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Tax-Exempt Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Tax-Exempt Bonds is exempt from personal income taxes of the State of California. A form of Bond Counsel’s anticipated opinion is included in Appendix B. The statutes, regulations, rulings, and court decisions on which such opinion will be based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate of even date with the date of delivery of the Tax-Exempt Bonds pertaining to the use, expenditure and investment of the proceeds of the Tax-Exempt Bonds and will assume continuing compliance with the provisions of the Resolution relating to the Tax-Exempt Bonds by the District subsequent to the issuance of the Tax-Exempt Bonds. The Resolution and the Tax Certificate (with respect to the Tax-Exempt Bonds) contain covenants by the District with respect to, among other matters, the use of the proceeds of the Tax-Exempt Bonds and the facilities and equipment financed or refinanced therewith by persons other than state or local governmental units, the manner in which the proceeds of the Tax-Exempt Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any “arbitrage profits” and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants may cause interest on the Tax-Exempt Bonds to

be includable in the gross income of the owners thereof from the date of the issuance of the Tax-Exempt Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should be aware that the ownership of tax-exempt obligations such as the Tax-Exempt Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust ("FASIT"), and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service (the "IRS") or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the IRS or the State of California. The IRS has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the Tax-Exempt Bonds is commenced, under current procedures, the IRS is likely to treat the District as the "taxpayer," and the owners of the Tax-Exempt Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Tax-Exempt Bonds, the District may have different or conflicting interests from the owners of the Tax-Exempt Bonds. Public awareness of any future audit of the Tax-Exempt Bonds could adversely affect the value and liquidity of the Tax-Exempt Bonds during the pendency of the audit, regardless of its ultimate outcome.

Existing law may change to reduce or eliminate the benefit to Bondholders of the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Tax Accounting Treatment of Discount and Premium on Certain Tax-Exempt Bonds

The initial public offering of certain of the Tax-Exempt Bonds (the "Discount Bonds") may be less than the amount payable on such Tax-Exempt Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above. Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an initial purchaser in a different amount from the amount of the payment denominated as interest actually received by the initial purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, “S” corporations with “subchapter C” earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued original issue discount on Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the “Premium Bonds”) may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser’s yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Taxable Bonds

General. The delivery of the Taxable Bonds is subject to delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State, that interest on the Taxable Bonds is exempt from personal income taxes of the State.

The following is a general summary of the United States federal income tax consequences of the purchase and ownership of the Taxable Bonds. The discussion is based upon laws, Treasury Regulations, rulings and decisions now in effect, all of which are subject to change or possibly differing interpretations. No assurances can be given that future changes in the law will not alter the conclusions reached herein. The discussion below does not purport to deal with United States federal income tax consequences applicable to all categories of investors. Further, this summary does not discuss all aspects of United States federal income taxation that may be relevant to a particular investor in the Taxable Bonds in light of the investor’s particular personal investment circumstances or to certain types of investors subject to special treatment under United States federal income tax laws (including insurance companies, tax exempt

organizations, financial institutions, brokers-dealers, and persons who have hedged the risk of owning the Taxable Bonds). The summary is therefore limited to certain issues relating to initial investors who will hold the Taxable Bonds as “capital assets” within the meaning of section 1221 of the Code, and acquire such Taxable Bonds for investment and not as a dealer or for resale. Prospective investors should note that no rulings have been or will be sought from the IRS or the State of California with respect to any of the U.S. federal income tax consequences discussed herein, and no assurance can be given that the IRS or the State of California will not take contrary positions. A form of Bond Counsel’s anticipated opinion is included as Appendix B-2.

INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND ANY OTHER TAX CONSEQUENCES TO THEM FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE TAXABLE BONDS.

Payments of Stated Interest on the Taxable Bonds. The stated interest paid on the Taxable Bonds will be included in the gross income, as defined in section 61 of the Code, of the beneficial owners thereof and be subject to U.S. federal income taxation when received or accrued, depending on the tax accounting method applicable to the beneficial owners thereof.

Original Issue Discount. If a substantial amount of the Taxable Bonds of any stated maturity is purchased at original issuance for a purchase price (the “Issue Price”) that is less than their face amount by more than one quarter of one percent times the number of complete years to maturity, the Taxable Bonds of such maturity will be treated as being issued with “original issue discount.” The amount of the original issue discount will equal the excess of the principal amount payable on such Taxable Bonds at maturity over its Issue Price, and the amount of the original issue discount on the Taxable Bonds will be amortized over the life of the Taxable Bonds using the “constant yield method” provided in the Treasury Regulations. As the original issue discount accrues under the constant yield method, the beneficial owners of the Taxable Bonds, regardless of their regular method of accounting, will be required to include such accrued amount in their gross income as interest. This can result in taxable income to the beneficial owners of the Taxable Bonds that exceeds actual cash distributions to the beneficial owners in a taxable year.

The amount of the original issue discount that accrues on the Taxable Bonds each taxable year will be reported annually to the IRS and to the beneficial owners. The portion of the original issue discount included in each beneficial owner’s gross income while the beneficial owner holds the Taxable Bonds will increase the adjusted tax basis of the Taxable Bonds in the hands of such beneficial owner.

Premium. If a beneficial owner purchases a Taxable Bond for an amount that is greater than its stated redemption price at maturity, such beneficial owner will be considered to have purchased the Taxable Bond with “amortizable bond premium” equal in amount to such excess. A beneficial owner may elect to amortize such premium using a constant yield method over the remaining term of the Taxable Bond and may offset interest otherwise required to be included in respect of the Taxable Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Taxable Bond held by a beneficial owner that does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange, redemption or retirement of a Taxable Bond. However, if the Taxable Bond may be optionally redeemed after the beneficial owner acquires it at a price in excess of its stated redemption price at maturity, special rules would apply under the Treasury Regulations which could result in a deferral of the amortization of some bond premium until later in the term of the Taxable Bond. Any election to amortize bond premium applies to all taxable debt instruments held by the beneficial owner on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

Medicare Contribution Tax. Pursuant to section 1411 of the Code, as enacted by the Health Care and Education Reconciliation Act of 2010, an additional tax is imposed on individuals beginning January 1, 2013. The additional tax is 3.8% of the lesser of (i) net investment income (defined as gross income from interest, dividends, net gain from disposition of property not used in a trade or business, and certain other listed items of gross income), or (ii) the excess of “modified adjusted gross income” of the individual over \$200,000 for unmarried individuals (\$250,000 for married couples filing a joint return and a surviving spouse). Holders of the Taxable Bonds should consult with their tax advisor concerning this additional tax, as it may apply to interest earned with respect to the Taxable Bonds as well as gain on the sale of a Taxable Bond.

Disposition of Taxable Bonds and Market Discount. A beneficial owner of Taxable Bonds will generally recognize gain or loss on the redemption, sale or exchange of a Taxable Bond equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the beneficial owner’s adjusted tax basis in the Taxable Bonds. Generally, the beneficial owner’s adjusted tax basis in the Taxable Bonds will be the beneficial owner’s initial cost, increased by the original issue discount previously included in the beneficial owner’s income to the date of disposition. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the beneficial owner’s holding period for the Taxable Bonds.

Under current law, a purchaser of Taxable Bonds who did not purchase the Taxable Bonds in the initial public offering (a “subsequent purchaser”) generally will be required, on the disposition of the Taxable Bonds, to recognize as ordinary income a portion of the gain, if any, to the extent of the accrued “market discount.” Market discount is the amount by which the price paid for the Taxable Bonds by a subsequent purchaser is less than the sum of Issue Price and the amount of original issue discount previously accrued on the Taxable Bonds. The Code also limits the deductibility of interest incurred by a subsequent purchaser on funds borrowed to acquire Taxable Bonds with market discount. As an alternative to the inclusion of market discount in income upon disposition, a subsequent purchaser may elect to include market discount in income currently as it accrues on all market discount instruments acquired by the subsequent purchaser in that taxable year or thereafter, in which case the interest deferral rule will not apply. The re-characterization of gain as ordinary income on a subsequent disposition of Taxable Bonds could have a material effect on the market value of the Taxable Bonds.

Legal Defeasance. If the District elects to defease the Taxable Bonds by depositing in escrow sufficient cash and/or obligations to pay when due outstanding Taxable Bonds (a “legal defeasance”), under current tax law, a beneficial owner of Taxable Bonds may be deemed to have sold or exchanged its Taxable Bonds. In the event of such a legal defeasance, a beneficial owner of Taxable Bonds generally would recognize gain or loss in the manner described above. Ownership of the Taxable Bonds after a deemed sale or exchange as a result of a legal defeasance may have tax consequences different from those described above, and each beneficial owner should consult its own tax advisor regarding the consequences to such beneficial owner of a legal defeasance of the Taxable Bonds.

Backup Withholding. Under section 3406 of the Code, a beneficial owner of the Taxable Bonds who is a United States person, as defined in section 7701(a)(30) of the Code, may, under certain circumstances, be subject to “backup withholding” on payments of current or accrued interest on the Taxable Bonds. This withholding applies if such beneficial owner of Taxable Bonds: (i) fails to furnish to payor such beneficial owner’s social security number or other taxpayer identification number (“TIN”); (ii) furnishes the payor an incorrect TIN; (iii) fails to report properly interest, dividends, or other “reportable payments” as defined in the Code; or (iv) under certain circumstances, fails to provide the payor with a certified statement, signed under penalty of perjury, that the TIN provided to the payor is correct and that such beneficial owner is not subject to backup withholding.

Backup withholding will not apply, however, with respect to payments made to certain beneficial owners of the Taxable Bonds. Beneficial owners of the Taxable Bonds should consult their own tax advisors regarding their qualification for exemption from backup withholding and the procedures for obtaining such exemption.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations. Under sections 1441 and 1442 of the Code, nonresident alien individuals and foreign corporations are generally subject to withholding at the rate of 30% on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest received by the beneficial owners of the Taxable Bonds is not treated as effectively connected income within the meaning of section 864 of the Code, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as portfolio interest. Interest will be treated as portfolio interest if: (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is not a United States person and providing the name and address of such beneficial owner; (ii) such interest is treated as not effectively connected with the beneficial owner's United States trade or business; (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion; (iv) interest payable with respect to the Taxable Bonds is not deemed contingent interest within the meaning of the portfolio debt provision; (v) such beneficial owner is not a controlled foreign corporation, within the meaning of section 957 of the Code; and (vi) such beneficial owner is not a bank receiving interest with respect to the Taxable Bonds pursuant to a loan agreement entered into in the ordinary course of the bank's trade or business.

Assuming payments with respect to the Taxable Bonds are treated as portfolio interest within the meaning of sections 871 and 881 of the Code, then no backup withholding under section 1441 and 1442 of the Code and no backup withholding under section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8BEN, Form W-8EXP or Form W-8IMY, as applicable, provided the payor does not have actual knowledge that such person is a U.S. person.

Foreign Account Tax Compliance Act. Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act ("FATCA") imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Taxable Bonds and sales proceeds of Taxable Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and will apply to "foreign passthru payments" but no earlier than two years after the date of publication of final regulations defining the term "foreign passthru payment." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

Reporting of Interest Payments. Subject to certain exceptions, interest payments made to beneficial owners with respect to the Taxable Bonds will be reported to the IRS. Such information will be filed each year with the IRS on Form 1099 which will reflect the name, address, and TIN of the beneficial

owner. A copy of Form 1099 will be sent to each beneficial owner of a Taxable Bond for U.S. federal income tax purposes.

LEGAL OPINIONS

The validity of the Bonds and certain other legal matters are subject to the approving opinions of Norton Rose Fulbright US LLP, Bond Counsel to the District. Copies of the proposed forms of Bond Counsel opinions are contained in APPENDIX B herein. Compensation to be paid to Bond Counsel, Disclosure Counsel and Underwriter's Counsel is contingent upon the issuance of the Bonds.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

VERIFICATION AGENT

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter relating to the computation of the projected payments of principal and interest to retire the Refunded Bonds and yields will be verified by Robert Thomas CPA, LLC, as Verification Agent. Such computations will be based solely on assumptions and information supplied by the District and the Underwriter. The Verification Agent will restrict its procedures to verifying the arithmetical accuracy of certain computations and will not make any study to evaluate the assumptions and information on which the computations are based, and will express no opinion on the data used, the reasonableness of the assumptions or the achievability of the projected outcome. See "PLAN OF REFUNDING" herein.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), and Moody's Investors Service ("Moody's") have assigned their municipal bond ratings of "____" and "____" to the Bonds, respectively. Such ratings reflect only the views of S&P and Moody's, respectively, and an explanation of the significance of such ratings may be obtained as follows: S&P at Municipal Finance Department, 55 Water Street, New York, New York 10041, tel. (212) 208-8000 and Moody's, at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

LEGAL AND OTHER MATTERS

Continuing Disclosure

Current Undertaking.

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in the form of APPENDIX D hereto, on or prior to the sale of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide

certain information as set forth therein. The covenants contained in the Continuing Disclosure Undertaking have been made to assist the Underwriter in complying with the Rule. See APPENDIX D – “FORM OF CONTINUING DISCLOSURE UNDERTAKING” hereto.

Prior Undertaking.

[In the last five years, the District has complied in all material respects with the annual filing requirements of continuing disclosure undertakings executed in connection with prior securities offerings.][TO BE CONFIRMED]

Risks Related to COVID-19

The outbreak of the novel strain of coronavirus called COVID-19, which has been designated a global pandemic by the World Health Organization, is impacting local and global economies, as governments, businesses, and citizens react to, plan for, and try to prevent or slow further transmission of the virus. Financial markets, including the stock market in the United States and globally, have seen significant volatility and decline that have been attributed to COVID-19 concerns, economic output has fallen, and unemployment has increased. The California Department of Public Health and the United States Centers for Disease Control and Prevention have been providing regular updates and guidelines to the public and to State and local governments.

Because of the evolving nature of the outbreak and its variants, and federal, State and local responses thereto, the District cannot predict the extent or duration of the outbreak, or what impact the outbreak, efforts to slow it, and any resulting economic consequences might have on the District’s financial condition or operations, including potential impacts on the future assessed values of property within the District. See “SECURITY AND SOURCE OF PAYMENT OF THE BONDS – Assessed Valuations of the District.” As discussed herein under APPENDIX A - “FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT – District Enrollment -- Local Control Funding Formula (LCFF),” and “ - LCFF and the District,” the District receives much of its revenues from LCFF sources which are comprised of local property taxes and State moneys. In the event the State experiences a decline in revenue as a consequence of the impacts of COVID-19, there may be a resulting decline in revenue available for funding school districts. See APPENDIX A – “FUNDING OF SCHOOL DISTRICTS IN CALIFORNIA.” Although the Bonds are payable solely from *ad valorem* property taxes and not payable from the general fund of the District, the District cannot predict what future impacts the outbreak may have on its operations and budget.

For a further discussion of the impacts the District may face in connection with the coronavirus pandemic, see “APPENDIX A – FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT – Impact to District Operations and Budget Due to Coronavirus Pandemic.” Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to the Governor’s office (<http://www.gov.ca.gov>), the California Department of Public Health (<http://covid19.ca.gov/>) and the County (<http://sbcovid19.com>). The District has not incorporated by reference the information on such websites and the District does not assume any responsibility for the accuracy of the information contained therein.

Possible Limitations on Remedies; Bankruptcy

General. Following is a discussion of certain considerations in the event that the District should become a debtor in a bankruptcy proceeding. It is not an exhaustive discussion of the potential application of bankruptcy law to the District. The discussion is based on the United States Bankruptcy Code (“the

Bankruptcy Code”) as now in effect and the few relevant judicial decisions to date. The Bankruptcy Code could be amended or construed differently in future judicial decisions (including as a result of possible future decisions in the pending analogous insolvency proceedings for the Commonwealth of Puerto Rico). Any such action could affect the possible application of bankruptcy law to the District.

State law contains a number of safeguards to protect the financial solvency of school districts. See “APPENDIX A – FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT.” If the safeguards are not successful in preventing a school district from becoming insolvent, the State Superintendent of Public Instruction (the “State Superintendent”), operating through an administrator appointed by the State Superintendent, may be authorized under State law to file a petition under Chapter 9 of the United States Bankruptcy Code (the “Bankruptcy Code”) on behalf of the District for the adjustment of its debts, assuming that the District meets certain other requirements contained in the Bankruptcy Code necessary for filing such a petition. Under current State law, the District is not itself authorized to file a bankruptcy proceeding, and it is not subject to an involuntary bankruptcy proceeding.

Bankruptcy courts are courts of equity and as such have broad discretionary powers. If the District were to become the debtor in a proceeding under Chapter 9 of the Bankruptcy Code, bondholders may be prohibited from taking any action to collect any amount from the District (including *ad valorem* property tax revenues) or to enforce any obligation of the District, without the bankruptcy court’s permission, except possibly as described below in the case of pledged “special revenues.” In such a proceeding, as part of its plan of adjustment in bankruptcy, the District may be able to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Bonds and other transaction documents related to the Bonds, including the obligation of the County and the District to raise taxes if necessary to pay the Bonds, if the bankruptcy court determines that the plan is fair, equitable, not unfairly discriminatory to creditors as a whole, is in the best interests of creditors and otherwise complies with the Bankruptcy Code. There also may be other possible effects of a District bankruptcy proceeding that could result in delays or reductions in payments on the Bonds. Regardless of any specific adverse determinations in any District bankruptcy proceeding, the fact of a District bankruptcy proceeding could have an adverse effect on the liquidity and market price of the Bonds.

Limitations on Plans of Adjustments. Chapter 9 of the Bankruptcy Code does not limit or impair the power of a state to control, by legislation or otherwise, a political subdivision of the state in the exercise of its political or governmental powers, including expenditures for the exercise. In addition, Chapter 9 prevents a bankruptcy court from interfering with the political or governmental powers of a political subdivision debtor, any of its property or revenues or the use or enjoyment of its income producing property, unless the political subdivision debtor confirms a plan of adjustment to that effect or consents to that action. State law provides that *ad valorem* property taxes may be levied to pay the principal and accreted value of and interest on the Bonds and other voted general obligation bonds of the District in an unlimited amount, and that proceeds of such a levy must be used for the payment of principal and accreted value of and interest on the District’s general obligation bonds, including the Bonds, and for no other purpose. Under State law, the District’s share of the 1% limited tax imposed by the County is the only *ad valorem* property tax revenue that may be raised and expended to pay liabilities and expenses of the District other than its voter-approved debt, such as its general obligation bonds. If the District should become a debtor in a Chapter 9 proceeding, then it must propose a plan of adjustment of its debts. The plan may not become effective until confirmed by the bankruptcy court.

The court may not confirm a plan unless it finds, among other conditions, that the District is not prohibited by law from taking any action necessary to carry out the plan, and that the plan is fair, equitable, does not unfairly discriminate among creditors as a whole, is in the best interests of creditors, and is feasible. If the State law restriction on the levy and expenditure of *ad valorem* property taxes is respected in a

bankruptcy case, then *ad valorem* property tax revenue levied by the County for prepayment of the Bonds could not be used by the District for any purpose under its plan other than to make payments on the Bonds and its other voted general obligation bonds. It is possible, however, that a bankruptcy court could conclude that the restriction is not required to be respected in a confirmed plan.

Statutory Lien. Pursuant to Senate Bill 222 (2015) (“SB 222”) that became effective on January 1, 2016, all general obligation bonds issued by local agencies, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* property taxes. SB 222 provides that the lien will automatically arise, without the need for any action or authorization by the local agency or its governing board, and will be valid and binding from the time the bonds are issued. As a result, the lien on debt service taxes will continue to be valid with respect to post-petition receipts of debt service taxes, should the District become a Chapter 9 debtor. The automatic stay provisions of the Bankruptcy Code would apply, however, thereby preventing bondholders from enforcing their rights to payment from such taxes (with the result that any payments becoming due and owing on the Bonds during the pendency of the Chapter 9 proceeding could be delayed), except as described under “--Special Revenues” below. It is also possible that the bankruptcy court could approve an alternate use of such taxes, if the bondholders are afforded protection that the court determines to be adequate.

Special Revenues. If the *ad valorem* property tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, then the application by the County (or others with possession) of pledged *ad valorem* property tax revenues that are collected after the date of the bankruptcy filing should not be subject to the automatic stay, and bondholders may be able to compel their immediate use to pay debt service, subject to the matters discussed below, including a recent decision by the United States Court of Appeals for the First Circuit.

“Special revenues” are defined to include, among others, taxes specifically levied to finance one or more projects or systems of the debtor, but excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the debtor. The District has specifically pledged the *ad valorem* property taxes for payment of the Bonds. The Bonds and the District’s other general obligation bonds were approved at elections held on propositions that described the projects for which such bonds may be issued. As noted above, State law prohibits the use of the proceeds of the District’s debt service tax for any purpose other than payment of its general obligation bonds, and the bond proceeds may only be used to fund the acquisition or improvement of real property and other capital expenditures included in the proposition, so such tax revenues appear to fit the definition of special revenues. However, there is no binding judicial precedent dealing with the treatment in bankruptcy proceedings of *ad valorem* property tax revenues collected for the payment of general obligation bonds in California, so no assurance can be given that a bankruptcy court would not hold otherwise.

Even if the *ad valorem* property tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues” within the meaning of the Bankruptcy Code, bondholders may not be able to compel that they be used to pay debt service during the pendency of a Chapter 9 proceeding. While the application of special revenues is exempt from the automatic stay by Section 922(d) of the Bankruptcy Code, the United States Court of Appeals for the First Circuit has interpreted that section to exempt only voluntary applications by the debtor and voluntary applications by creditors or others of property in their possession, and not to exempt actions by creditors to compel an application by others, and has held that a bankruptcy court lacks authority to compel the application of special revenues. *In re: The Financial Oversight and Management Board for Puerto Rico*, 919 F.3d 121 (1st Cir. 2019). The U.S. Supreme Court declined to review the First Circuit decision. If the First Circuit’s interpretation is upheld and applied by courts in the Ninth Circuit and the State Superintendent (or State-appointed administrator) were to file a petition to initiate a Chapter 9 proceeding in respect of the District, the bondholders would be stayed from seeking to compel the application of pledged *ad valorem* property taxes to pay debt service on the Bonds

during the pendency of the proceeding (in either federal or state court), if the County failed to do so as required by State law or was instructed not to do so by the District, which would leave bondholders with only state court remedies. Accordingly, even if the *ad valorem* property tax revenues that are pledged to the payment of the Bonds are determined to be “special revenues,” a Chapter 9 proceeding could result in a substantial delay in the payment of debt service, if the County failed to apply pledged *ad valorem* property taxes to pay debt service on the Bonds.

In addition, the Bankruptcy Code provides that any consensual lien on special revenues “derived” from a project or system is subject to necessary operating expenses of the project or system. This rule applies regardless of the provisions of transaction documents. If a bankruptcy court were to conclude that the District’s tax collections are “derived” from a District project or system, then even if pledged *ad valorem* property tax revenues are determined to be “special revenues,” the court could determine that such revenues may not be ordered (by itself or a state court) to pay debt service to the extent that they are needed to pay necessary operating expenses of the District and may lawfully be applied for that purpose.

Possession of Tax Revenues; Remedies. If the County or the District goes into bankruptcy and has possession of tax revenues (whether collected before or after commencement of the bankruptcy), and if the County or the District, as applicable, does not voluntarily pay such tax revenues to the owners of the Bonds, it is not clear what procedures the owners of the Bonds would have to follow to attempt to obtain possession of such tax revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

Amounts Held in County Treasury Pool. The County on behalf of the District is expected to be in possession of the annual *ad valorem* property taxes and certain funds to repay the Bonds and may invest these funds in the County’s Treasury Pool, as described in “SECURITY FOR AND SOURCES OF PAYMENT FOR THE BONDS” and “APPENDIX F – THE SAN BERNARDINO COUNTY POOL.” Should those investments suffer losses, there may be delays or reductions in payments on the Bonds.

Opinion of Bond Counsel Qualified. The proposed forms of opinion of Bond Counsel, attached hereto as APPENDIX B, are qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) has agreed to purchase the 2022C Bonds from the District at the purchase price of \$_____ (being the aggregate principal amount of the 2022C Bonds, \$_____ plus [net] original issue premium of \$_____, and less an Underwriter’s discount of \$_____), at the rates and yields shown on the inside covers hereof.

The Underwriter has agreed to purchase the Refunding Bonds from the District at the purchase price of \$_____ (being the aggregate principal amount of the Refunding Bonds, \$_____, and less an Underwriter’s discount of \$_____), at the rates and yields shown on the inside covers hereof.

The Underwriter has, in the past, been a sponsor of the District’s annual scholarship fundraising event.

FINANCIAL ADVISOR

Keygent, LLC, a limited liability company (“Keygent”) is engaged as Financial Advisor to the District in connection with the issuance of the Bonds. The Financial Advisor’s compensation for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds.

Keygent, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the District has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstance of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

NO LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* property taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Resolutions are available upon request from the Assistant Superintendent of Business Services, Chino Valley Unified School District, 5130 Riverside Drive, Chino, California 91710. A fee may be charged for copying and handling.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or owners of any of the Bonds.

[Remainder of page intentionally left blank.]

The execution and delivery of this Official Statement has been duly authorized by the District.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By _____
Superintendent

APPENDIX A

FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT

The following information, concerning the operations and finances of the District is not intended to and does not suggest that the Bonds are secured by the general revenues or General Fund of the District, nor is the County obligated in any way with respect to the Bonds. The Bonds are general obligation bonds of the District, secured and payable solely from ad valorem property taxes collected against taxable properties within the boundaries of the District. Prospective purchasers of the Bonds should be aware that the following discussion of the District's financial condition, its fund balances, budgets and other obligations, is intended as general information only, and no implication is made the payment of principal of or interest on the Bonds is dependent in any way upon the District's financial condition. The District neither receives nor accounts for ad valorem property taxes collected by the County to pay debt service on the Bonds. Pursuant to Section 15241 of the Education Code, all tax revenues collected for payment of debt service on general obligation bonds, including the Bonds, must be deposited into the interest and sinking fund of the District maintained within the County Treasury Pool. See the body of this Official Statement under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

General

Although the origin of the District can be traced to 1878, with its first Board election, the District began operations as a newly formed unified school district on July 1, 1939. The District is located in the San Bernardino County and provides public education within an approximately 88 square mile area, including the City of Chino, the City of Chino Hills, the southern portion of the City of Ontario and certain unincorporated areas of the County. The District currently operates 35 schools including 20 elementary (K-6), 2 Kindergarten – 8th grade, 5 junior highs, 5 high schools, and 3 alternative schools including a virtual program. The District's average daily attendance ("ADA") for all District programs for Fiscal Years ended June 30, 2020 and June 30, 2021 was 26,373 and 26,373, respectively. The District currently projects that the ADA for Fiscal Year ended June 30, 2022 will be 25,939. Assessed valuation of real property and improvements (full cash value) in the District increased from \$31,159,265,514 in Fiscal Year 2020-21 to \$32,797,343,264 in Fiscal Year 2021-22. However, the District's actual ADA and the future assessed valuation of taxable property may be affected by the ongoing outbreak of COVID-19. See "LEGAL AND OTHER MATTERS – Risks Related to COVID-19" and APPENDIX A – "FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT – Impact to District Operations and Budget Due to Coronavirus Pandemic."

District Organization

The District is governed by a Board of Education (the “Board”). The Board consists of five members who are elected at-large to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board Members or by a special election. Each December, the Board elects a President, Vice President and Clerk to serve one-year terms. The years in which the current terms for each member of the Board expire are set forth below:

<u>Governing Board Member</u>	<u>Office</u>	<u>Year Current Term Expires</u>
Christina Gagnier	President	2022
Andrew Cruz	Vice President	2024
James Na	Clerk	2024
Donald L. Bridge	Member	2024
Joe Schaffer	Member	2022

Key Personnel

The following is a listing of the key administrative personnel of the District:

<u>Name</u>	<u>Title</u>
Norm Enfield, Ed.D.	Superintendent
Sandra H. Chen	Associate Superintendent, Business Services
Gregory J. Stachura	Assistant Superintendent, Facilities, Planning & Operations
Elizabeth A. Pensick	Director, Fiscal Services

Dr. Norm Enfield, Superintendent. Dr. Enfield has served as the District’s Superintendent since July 1, 2018. Dr. Enfield started working in the District in 2007 as the Director of Human Resources and was promoted to Assistant Superintendent in February 2010. In January of 2014, Dr. Enfield was promoted to Deputy Superintendent, responsible for overseeing the day-to-day operation of the Chino Valley Unified School District. Dr. Enfield began his career as an elementary school teacher in Rowland Unified School District, and served as an Assistant Principal and Principal in Baldwin Park Unified School District prior to coming to Chino Valley. Dr. Enfield earned his AA degree from Mt. San Antonio College, BA degree from Cal Poly Pomona, MA degree from National University, and Ed.D. from the University of La Verne.

Sandra Chen, Associate Superintendent, Business Services. Ms. Sandra Chen began her career with the District in 1998 as the Facilities Planner/Fiscal Analyst for the Facilities, Planning, and Operations Division. In 2005, she was promoted to Director of Planning and later became the Assistant Superintendent of Facilities, Planning, and Operations from 2006-2010. In December 2010, Ms. Chen was appointed to take the business post as the Assistant Superintendent of Business Services. In 2018, She was promoted to Associate Superintendent of Business Services. Ms. Chen earned her BA degree from UC Irvine, and her MA degree from UCLA. She is also a certified chief business official from the California Association of School Business Officials.

Gregory Stachura, Assistant Superintendent, Facilities, Planning & Operations. Gregory Stachura has served as the District’s Assistant Superintendent of Facilities, Planning and Operations since

July 2011. Mr. Stachura started with the District's Maintenance Department in June of 1989 as a Carpenter III. He was promoted to Maintenance Department Manager in 1998, and Construction Coordinator in 2006 prior to being promoted to his current position. He attended Colorado Technical University where he earned his Bachelor of Science in Business Administration-Management. He has also earned certificates in Facilities Management/Plant Engineering and Education Facilities Planning from the University of California, Riverside and a certificate in School Business Management from California State University, Fullerton.

District Employees

As of October 31, 2021, the District employed approximately 1,378 full-time equivalent certificated professionals and 802 full-time equivalent classified employees. The contracted pupil-teacher ratio within the District is 32:1 (Kindergarten), 31:1 (First Grade), 32:1 (Grades 2 through 6), 34:1 (Grades 7 and 8), and 35:1 (Grades 9 to 12).

District employees are represented by two employee bargaining units. All certificated staff except administrative staff are represented by Associated Chino Teachers ("A.C.T."). Classified staff (except management) are represented by California State Employees Association ("CSEA"). Currently, 100% of all full-time District employees except administrative staff and classified management are covered by collective bargaining agreements. The District has historically enjoyed a good working relationship with each of its bargaining units and has experienced no work stoppages by represented personnel in the last five years.

The District's agreement with A.C.T. expires on June 30, 2022. The District's agreement with CSEA is effective July 1, 2021 – June 30, 2024. The District has concluded bargaining with all employee groups for 2021-22. The District's contracts with A.C.T. and CSEA contain a cap on healthcare benefits of \$10,000. The cap on healthcare benefits for management is also \$10,000.

The total accumulated employee compensated absences as of June 30, 2021 amounted to \$2,904,316, which is recorded as General Long-Term Debt.

Insurance

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation, as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, the District believes that the recorded liabilities for self-insured claims are adequate. See APPENDIX C – "AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021."

District Enrollment

The District has experienced student enrollment declines in the last few years. The table below sets forth the second period enrollment for the District for the fiscal years 2016-17 through 2021-22 (projected).

CHINO VALLEY UNIFIED SCHOOL DISTRICT
K-12 Enrollment at P-2 (Including Regular Education, Special Day Class,
Opportunity School, Independent Study and Continuation School)
(2016-17 through 2021-22)

<u>Year</u>	<u>Second Period Enrollment (April of each Year)</u>	<u>Increase (Decrease) from Prior Year</u>
2016-17	27,601	(373)
2017-18	28,035	434
2018-19	27,693	(342)
2019-20	27,565	(128)
2020-21	26,143	(1,422)
2021-22 ⁽¹⁾	25,939	(204)

⁽¹⁾ Projected.

Source: The District.

Local Control Funding Formula (LCFF). As part of the 2013-14 State Budget, State Assembly Bill 97 (Stats. 2013, Chapter 47) (“AB 97”) was enacted to establish a new system for funding school districts, charter schools and county offices of education by the implementation of the Local Control Funding Formula or LCFF, to replace the revenue limit funding system for determining State apportionments and the majority of categorical program funding. Subsequently, AB 97 was amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49). The LCFF consists primarily of base, supplemental and concentration funding that focuses resources based on a school district’s student demographics. Each school district and charter school will receive a per pupil base grant used to support the basic costs of instruction and operations. The implementation of the LCFF occurred over a period of five fiscal years, beginning in Fiscal Year 2013-14 and ending in Fiscal Year 2019-20, during which annual transition adjustments were calculated for each school district, equal to such district’s proportionate share of appropriations included in the 2013-14 State Budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. School districts had the same proportion of their respective funding gaps closed in each year, with funding amounts that varied in accordance with the size of each district’s funding gap.

The LCFF includes the following components:

- An average base grant for each local education agency equivalent to \$7,643 per unit of average daily attendance (“ADA”) (by the end of the implementation period). This amount includes an adjustment to the base grant to support lowering class sizes in grades K-3, and an adjustment to reflect the cost of operating career technical education programs in high schools. The authorizing LCFF statute, AB 97, provides for differentiated base grant amounts according to four different grade spans: K-3, 4-6, 7-8, and 9-12. Unless otherwise collectively bargained for, following full implementation of the LCFF, school districts must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site so as to continue receiving its adjustment to the K-3 base grant. Such K-3 school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period.
- A 20% supplemental grant for students classified as English learners (“EL”), those eligible to receive a free or reduced price meal (“FRPM”) and foster youth, to reflect increased costs associated with educating those students. These supplemental grants are only

attributed to each eligible student once, and the total student population eligible for the additional funding is known as an “unduplicated count.”

- An additional concentration grant equal to 50% of a local education agency’s base grant, based on the number of unduplicated EL, FRPM and foster youth served by the local agency that comprise more than 55% of the school district’s or charter school’s total enrollment.
- An “Economic Recovery Target” to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

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LCFF and the District

The following table shows a breakdown of the District's ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment for fiscal years 2015-16 through 2021-22:

CHINO VALLEY UNIFIED SCHOOL DISTRICT ADA, Enrollment and EL/LI Enrollment Percentage Fiscal Years 2015-16 Through 2021-22

Fiscal Year	Average Daily Attendance ⁽¹⁾					Enrollment ⁽²⁾	
	K-3	4-6	7-8	9-12	Total ADA	Total Enrollment	% of EL/LI Enrollment ⁽³⁾
2015-16	7,429.12	6,141.40	4,185.52	9,342.41	27,098.45	28,119	50.05
2016-17	7,262.26	6,218.13	4,223.40	9,196.46	26,900.25	27,671	49.44
2017-18	7,560.99	6,244.94	4,337.39	8,971.01	27,114.33	28,141	49.39
2018-19 ⁽⁴⁾	7,382.88	6,000.20	4,335.01	8,798.27	26,516.36	27,590	49.40
2019-20	7,295.79	5,901.99	4,322.71	8,852.63	26,373.12	27,511	50.24
2020-21 ⁽⁵⁾	7,295.79	5,901.99	4,322.71	8,852.63	26,373.12	26,520	49.08
2021-22 ⁽⁵⁾	6,629.36	5,371.44	3,890.95	7,971.79	23,863.54	25,939	46.66

(1) Except for fiscal years 2019-20, 2020-21 and 2021-22, reflects annual data.

(2) Reflects certified enrollment as of the fall census day (the first Wednesday in October), which is reported to the California Longitudinal Pupil Achievement Data System ("CALPADS") in each school year and used to calculate each school district's unduplicated EL/LI student enrollment. Adjustments may be made to the certified EL/LI counts by the California Department of Education. CALPADS figures generally exclude preschool and adult transitional students.

(3) For purposes of calculating Supplemental and Concentration Grants, a school district's fiscal year 2013-14 percentage of unduplicated EL/LI students was expressed solely as a percentage of its total fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated EL/LI enrollment was based on the two-year average of EL/LI enrollment in fiscal years 2013-14 and 2014-15. Beginning in fiscal year 2015-16, a school district's percentage of unduplicated EL/LI students is based on a rolling average of such district's EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years.

(4) As of June 2020, reflects P-2 data.

(5) Reflects projected ADA and enrollment.

Developer Fees

The District is adjacent to three other counties – Los Angeles County lies west of the District, Riverside County lies south of the District, and Orange County lies southwest of the District. Development is occurring and being planned in five different areas within the District's boundaries, including the unincorporated portion of the County, the City of Chino, the City of Chino Hills, the City of Ontario and the County's Agricultural Preserve. The District receives Developer Fees per square foot pursuant to Education Code Section 17620. As of July 1, 2021, Developer Fees within the District are \$4.08 per square foot for residential housing and \$0.66 per square foot for commercial or industrial development. As of fiscal year 2020-21, the District collected \$4.3 million in developer fees and has budgeted developer fee collections of \$3.2 million for the 2021-22 fiscal year.

Significant Accounting Policies and Audited Financial Statements

The California State Department of Education imposes by law uniform financial reporting and budgeting requirements for K-12 school districts. Financial transactions are accounted for in accordance with the California School Accounting Manual. Eide Bailly LLP serves as independent auditors to the District and their report for the Fiscal Year Ended June 30, 2021, is attached hereto as APPENDIX C. The District's auditors have not specifically approved the inclusion of such report herewith.

California Assembly Bill 1200 ("A.B. 1200"), effective January 1, 1992, tightened the budget development process and interim financial reporting for school districts, enhancing the authority of the county schools superintendents' offices and establishing guidelines for emergency State aid apportionments. Many provisions affect District operations directly, while others create a foundation from which outside authorities (primarily state and county school officials) may impose actions on the District. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. Each certification is based on then current projections. The District received positive certifications from the San Bernardino County Office of Education for its fiscal year 2019-20 and 2020-21 interim reports. Independently audited financial reports are prepared annually conforming with generally accepted accounting principles for educational institutions. The annual audit report is generally available about six months after the June 30 close of each fiscal year. For the District's most recent available audited financial statements, see "APPENDIX C."

The District's General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as State fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District has not requested its auditor to provide any review or update of such financial statements in connection with their inclusion in this Official Statement. The District's audited financial statements for prior and subsequent fiscal years can be obtained by contacting the District at 5130 Riverside Drive, Chino, California 91710, telephone (909) 628-1201. A fee may be imposed for copies and postage.

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General Fund

The following table describes the District's audited financial results for the fiscal years 2016-17 through 2020-21.

CHINO VALLEY UNIFIED SCHOOL DISTRICT GENERAL FUND Audited Financial Results for Fiscal Years 2016-17 through 2020-21⁽¹⁾

	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
REVENUES					
LCFF Sources	\$230,752,469	\$235,377,761	\$247,229,949	\$252,857,260	\$253,668,542
Federal revenues	10,952,700	12,007,546	12,007,743	11,200,541	29,717,730
Other State revenues	28,283,441	26,685,217	40,221,325	28,772,933	39,235,598
Other local revenues	<u>13,875,026</u>	<u>16,654,591</u>	<u>17,047,722</u>	<u>18,311,400</u>	<u>15,503,788</u>
TOTAL REVENUES	\$283,863,636	\$290,725,115	\$316,506,739	\$311,142,134	\$338,125,658
EXPENDITURES					
Instruction	\$172,805,772	\$178,943,177	\$191,006,091	\$187,626,045	\$194,896,132
Instruction-Related Activities:					
Supervision of instruction	7,234,245	8,334,512	9,194,511	10,050,053	8,525,169
Instructional library, media and Technology	4,922,859	5,552,646	7,907,980	7,688,828	5,844,760
School site administration	19,457,858	20,473,846	21,624,636	21,828,890	21,525,348
Pupil Services					
Home-to-school transportation	4,316,728	5,079,950	5,998,426	6,602,174	4,916,299
Food services	338	658	1,830	717	773,798
All other pupil services	17,278,398	17,920,773	18,924,620	19,572,461	20,989,588
General Administration					
Data processing	635,939	761,704	574,195	397,624	394,419
All other administration	11,157,614	11,943,891	12,408,481	11,191,367	12,690,406
Plant Services	22,461,729	22,689,649	24,168,774	25,133,078	28,407,893
Facility Acquisition and Construction	3,153,078	3,723,092	1,730,433	3,836,268	2,909,638
Ancillary Services	3,589,009	3,690,508	4,427,126	3,819,230	855,061
Community Services	1,028,023	1,057,102	1,054,638	1,096,955	4,156,560
Other Outgo	4,842,144	4,964,407	4,740,171	4,080,093	1,186,697
Enterprise Services	1,353,251	1,567,539	1,804,514	1,757,652	1,186,697
Debt Service					
Principal	242,493	203,703	205,004	165,891	374,493
Interest and other	<u>4,070</u>	<u>2,677</u>	<u>1,376</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	274,483,548	\$286,909,834	\$305,762,806	\$304,847,326	\$313,671,560
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	9,380,088	3,815,281	10,743,933	6,294,808	24,454,098
NET FINANCING SOURCES (USES)	<u>(98,232)</u>	<u>(62,371)</u>	<u>(109,554)</u>	<u>(200,000)</u>	<u>(1,427,728)</u>
NET CHANGE IN FUND BALANCE	\$ 9,281,856	\$ 3,752,910	\$10,634,379	\$ 6,094,808	\$23,026,370
BEGINNING FUND BALANCE	\$72,887,123	\$82,168,979	\$85,921,889	\$ 96,556,268	\$102,651,076
ENDING FUND BALANCE	<u>\$82,168,979</u>	<u>\$85,921,889</u>	<u>\$96,556,268</u>	<u>\$102,651,076</u>	<u>\$125,677,446</u>

⁽¹⁾ Totals may not add due to rounding.

Source: The District

Adopted Budget

The following table describes the District's General Fund Adopted Budgets for the fiscal years 2017-18 through 2021-22.

CHINO VALLEY UNIFIED SCHOOL DISTRICT 2017-18 through 2021-22 General Fund Adopted Budgets⁽¹⁾⁽²⁾

	<u>2017-18</u> <u>Adopted Budget</u>	<u>2018-19</u> <u>Adopted Budget</u>	<u>2019-20</u> <u>Adopted Budget</u>	<u>2020-21</u> <u>Adopted Budget</u>	<u>2021-22</u> <u>Adopted Budget</u>
BEGINNING FUND BALANCE	\$ 77,359,294	\$ 79,478,475	\$ 88,042,537	\$97,620,900	\$98,795,517
REVENUES					
LCFF Sources	\$231,795,779	\$241,507,010	\$249,944,552	\$230,337,851	\$266,403,147
Federal Revenues	11,847,571	12,514,225	11,991,433	23,770,869	28,985,315
Other State Revenues	9,840,747	8,696,828	21,349,927	7,919,316	29,965,676
Other Local Revenues	<u>12,739,901</u>	<u>12,450,369</u>	<u>13,089,854</u>	<u>16,764,344</u>	<u>16,328,246</u>
Total Revenues	\$266,223,998	\$275,168,432	\$296,375,766	\$278,792,380	\$341,682,384
EXPENDITURES					
Certificated Salaries	\$132,960,080	\$137,763,634	\$137,903,880	\$142,914,934	\$152,885,083
Classified Salaries	38,482,554	41,547,702	41,907,298	44,359,183	45,344,058
Employee Benefits	51,212,111	57,047,455	73,239,738	61,335,231	84,120,952
Books and Supplies	19,847,981	21,516,015	21,711,233	23,901,660	32,998,541
Services and Operating Expenditures	26,030,546	27,157,409	31,656,174	28,010,521	29,395,353
Capital Outlay	4,455,542	2,539,054	2,548,620	14,281	13,017,383
Other Transfers	4,649,835	5,110,711	4,918,359	4,621,896	4,712,121
Direct Support/Indirect Costs	<u>(231,165)</u>	<u>(456,216)</u>	<u>(482,779)</u>	<u>(482,498)</u>	<u>(482,891)</u>
Total Expenditures	\$277,407,484	\$292,225,764	\$313,402,523	\$304,675,208	\$361,990,600
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$(11,183,486)	\$(17,057,332)	\$(17,026,757)	\$(25,882,828)	\$(20,308,216)
OTHER FINANCING SOURCES (USES)					
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	300,000	300,000	300,000	300,000	5,800,000
Other Sources (Uses)	-	-	-	-	-
Contributions	-	-	-	-	-
Total Other Sources (Uses)	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (5,800,000)
NET INCREASE (DECREASE) IN FUND BALANCE	(11,483,486)	(17,357,332)	(17,326,757)	(26,182,828)	(26,108,216)
ENDING FUND BALANCE	\$ 65,875,808	\$ 62,121,143	\$ 70,715,780	\$ 71,438,072	\$72,687,301

⁽¹⁾ Totals may not add due to rounding.

⁽²⁾ Adopted Budgets are based on Estimated Actuals of the prior year.

Source: The District.

Impact to District Operations and Budget Due to Coronavirus Pandemic

Background. The outbreak of the respiratory disease caused by a new strain of coronavirus (“COVID-19”) was declared a Pandemic by the World Health Organization, a National Emergency by President Trump and a State of Emergency by California State Governor Newsom (the “Governor”). The emergency resulted in tremendous volatility in the financial markets in the United States and globally, and the onset of a U.S. and global recession. The District cannot predict the extent or duration of the outbreak or its variants, or what impact it may have on the District’s financial condition or operations.

Federal Response. In response to COVID-19 in March 2020, the U.S. Congress passed the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”). The CARES Act appropriated over \$2 trillion dedicated to various areas of the national economy, including \$13.2 billion in direct funding for elementary and secondary school emergency relief. California received approximately \$1.65 billion, with 10 percent set aside for emergencies designated by the California Department of Education.

On December 27, 2020, President Trump signed into law the Coronavirus Response and Relief Supplemental Appropriations (“CRRSA”) Act which included approximately \$6.8 billion in California funding and required that 90%, or \$6.12 billion be distributed to California Local Educational Agencies (each, an “LEA” and, collectively, the “LEAs”) in proportion to the amount of Title I, Part A funds that each LEA received in Fiscal Year 2019-20.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (the “American Rescue Plan”), a \$1.9 trillion COVID-19 relief package, intended to accelerate the recovery from the COVID-19 pandemic. The American Rescue Plan included approximately \$15.3 billion in California funding and required that 90%, or \$13.7 billion be distributed to LEAs in proportion to the amount of Title I, Part A funds that each LEA received in Fiscal Year 2019-20.

State Response. Beginning in March 2020, the State began taking a variety of measures to stop the spread of COVID-19, including Governor Newsom’s Executive Order N-33-20, a blanket shelter-in-place order, ordering all California residents to stay home except for certain necessities and other essential purposes.

On March 17, 2020, the Governor signed Senate Bill 117 (“SB 117”), addressing attendance issues and instructional hour requirements, among other items, for purposes of school district funding for fiscal year 2019-20. SB 117 effectively held school districts harmless from incurring funding losses limits associated with the average daily attendance reported to the California Department of Education due to closures from COVID-19.

On March 5, 2021, the Governor signed Assembly Bill 86 (“AB 86”), which provided approximately \$6.6 billion to accelerate the return of in-person school instruction and expand student support. AB 86 included \$2 billion in incentives to expedite reopening schools and \$4.6 billion to address the COVID-19 pandemic’s impact on learning. Funding was allocated proportionally on the basis of LCFF funding entitlements, determined as of the Fiscal Year 2020-21 second principal apportionment certification.

California fully reopened the economy on June 15, 2021. The Governor phased out a vast majority of executive actions put in place since March 2020 as part of the pandemic response. Businesses and activities could return to normal, except for certain “mega events” (5,000 people indoors or 10,000 outdoors). Capacity limits and social distancing requirements ended in most cases.

The District cannot provide any assurance that under certain circumstances, additional State measures may be put back into place or updated California Department of Public Health Orders may be issued due to variants, a significant increase in the number of COVID-19 cases, updated guidance by the Centers for Disease Control and Prevention, or other factors.

Impacts on State and Local Revenues. The COVID-19 public health emergency has had and will continue to have negative impacts on global and local economies, including the economy of the State and in the region of the District. The extent and duration of the COVID-19 emergency is currently unknown, and the reach of its impacts uncertain. For more detail regarding the State’s 2021-22 and 2022-23 proposed budget, see “APPENDIX A - “FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE DISTRICT - State Budget Process” herein.

Impacts on the District. In 2020, shelter in place orders suspended in-person classroom instruction throughout California schools. Most school districts (including the District) enacted distance learning efforts to provide continuing instruction to students. In its own response to COVID-19, and out of concern for the health and safety of its students, staff, and community, the District’s Board made the decision to close all District schools beginning March 16, 2020 through November 8, 2020. The District’s Small Special Education cohort returned to in-person learning on November, 9, 2020 and general education students were offered in-person learning beginning April 6, 2021.

The District received or is expected to receive approximately \$99,930,748 in federal and State funding, including an allocation of CARES Act funding from Elementary and Secondary School Relief (ESSER) I, Coronavirus Response and Relief Supplemental Appropriations (CRRSA), ESSER II, American Rescue Plan, ESSER III, SB 117, AB 86. The aforementioned federal and State funding is considered one-time, restricted, emergency relief funding to address the impact COVID-19 has had on elementary and secondary schools.

The District is unable to predict at this time whether new proposals will be enacted or in what form they may take, or whether any new requirements related to reducing the spread of COVID-19 or its variants will further impact their finances or operations. Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on Federal, State and local government websites, including but not limited to the CDC (<https://www.cdc.gov>), the Governor’s office (<http://www.gov.ca.gov>), the California Department of Public Health (<http://cdph.ca.gov>). *The District has not incorporated by reference the information on such websites and do not assume any responsibility for the accuracy of the information on such websites.*

State Pension Trusts; Retirement System

The following information on PERS and STRS (as defined below) has been obtained from publicly available sources and has not been independently verified by the District, is not guaranteed as to the accuracy or completeness of the information and is not to be construed as a representation by the District or the Municipal Advisor. Furthermore, the summary data below should not be read as current or definitive, as recent losses on investments made by the retirement systems generally may have increased the unfunded actuarial accrued liabilities stated below.

The assets and liabilities of the funds administered by PERS and STRS, as well as certain other retirement funds administered by the State, are included in the financial statements of the State for the year ended June 30, 2020 as fiduciary funds. Both PERS and STRS have unfunded actuarial accrued liabilities in the tens of billions of dollars. The amount of unfunded actuarially accrued liability will vary from time to time depending upon actuarial assumptions, rates of return on investments, salary scales, and levels of contribution.

STRS and PERS each issue separate comprehensive annual financial reports that include financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, P.O. Box 15275, Sacramento, California 95851-0275 and copies of the PERS annual financial report and actuarial valuations may be obtained from the PERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information presented in these reports is not incorporated by reference in this Official Statement.

STRS. The District participates in the California State Teachers' Retirement System ("STRS"). STRS is a defined benefit plan that covers all full-time certificated employees and some classified employees, which are employees employed in a position that does not require a teaching credential from the State. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the "STRS Defined Benefit Program"). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions are established by State legislation in accordance with the State Teachers' Retirement Law. STRS is operated on a Statewide basis and, based on publicly available information, has substantial unfunded liabilities. Additional funding of STRS by the State and the inclusion of adjustments to such State contributions based on consumer price changes were provided for in 1979 Statutes, Chapter 282.

As part of the 2014-15 State Budget, the Legislature enacted AB 1469 (Chapter 47, Statutes of 2014) ("AB 1469"), a comprehensive funding solution intended to eliminate the projected STRS unfunded liability on the STRS Defined Benefit Program by 2046. Under AB 1469, the funding plan began in Fiscal Year 2014-15 and will be phased in over several years. The employer contribution rate increased by 1.85% of covered payroll annually beginning July 1, 2015 and will continue to increase until the employer contribution rate is 19.10% of covered payroll. Beginning in Fiscal Year 2021-22 through Fiscal Year 2045-46, AB 1469 authorizes the STRS Board to adjust the employer contribution up or down 1 percentage point each year, but no higher than 20.25% total and no lower than 8.25%, to eliminate the remaining unfunded obligation that existed on July 1, 2014.

In addition, the STRS Board is authorized to modify the percentages paid by employers and employees for Fiscal Year 2021-22 and each fiscal year thereafter in order to eliminate STRS' unfunded liability by June 30, 2046 based upon actuarial recommendations. The STRS Board would also have the authority to reduce employer and State contributions if they are no longer necessary.

The actuarial assumptions and methods adopted by the STRS Board for funding the STRS Defined Benefit Program include: the "Entry Age Normal Cost Method", with the actuarial gains/losses and the unfunded actuarial obligation amortized over a closed period ending June 30, 2046, an assumed 7.25% investment rate of return (net of investment and administrative expenses) for Fiscal Year 2015-16 and a 7.00% investment rate of return (net of investment and administrative expenses) for Fiscal Year 2016-17, an assumed 3.00% interest on member accounts (based on the STRS Board's short-term interest crediting policy), projected 3.50% general wage growth, of which 2.75% is due to inflation and 0.75% is due to expected gains in productivity, and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases.

Based on the multi-year STRS Experience Analysis (spanning from July 1, 2015, through June 30, 2018) (the "2020 Experience Analysis"), on January 31, 2020, the STRS Board adopted a new set of actuarial assumptions that were first reflected in the STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2019 (the "2019 STRS Actuarial Valuation"). While no changes were made to the actuarial assumptions discussed above, which were established as a result of the 2017 Experience Study, certain demographic changes were made, including: (i) lowering the termination rates to reflect a continued trend of lower than expected teachers leaving their employment prior to retirement, and (ii) adopting changes to the retirement rates for both employees hired before the Implementation Date and after the Implementation Date to better reflect the anticipated impact of years of service on retirements. The 2019 STRS Actuarial Valuation continues using the Entry Age Normal Actuarial Cost Method.

The STRS Defined Benefit Program Actuarial Valuation, as of June 30, 2020 (the "2020 STRS Actuarial Valuation") reports that the unfunded actuarial obligation increased by \$172 million since the 2019 STRS Actuarial Valuation and the funded ratio increased by 1.1% to 67.1% over such time period. The increase in the funded ratio is primarily due to salary increases less than assumed, additional State contributions and contributions to pay down the unfunded actuarial obligation under the STRS Board's valuation policy.

According to the 2020 STRS Actuarial Valuation, the future revenues from contributions and appropriations for the STRS Defined Benefit Program are projected to be approximately sufficient to finance its obligations with a projected ending funded ratio in fiscal year ending June 30, 2046 of 99.6%, except for a small portion of the unfunded actuarial obligation related to service accrued on or after July 1, 2014 for member benefits adopted after 1990. AB 1469 provides no authority to the STRS Board to adjust rates to pay down that portion of the unfunded actuarial obligation. This finding reflects the scheduled contribution rate increases directed by statute, assumes additional increases in the scheduled contribution rates allowed under the current law will be made, and is based on the valuation assumptions and valuation policy adopted by the STRS Board, including a 7.00% investment rate of return assumption and includes the \$1.117 billion State contribution made in July 2019 pursuant to SB 90. The supplemental \$297 million State contribution made in July 2020 will be reflected in the June 30, 2021 valuation and is reflected in the projections of funding levels and contribution rates included in the 2020 STRS Actuarial Valuation.

The actuary for the STRS Defined Benefit Program notes in the 2020 STRS Actuarial Valuation that the increase in unfunded actuarial obligation represents a net actuarial gain of \$899 million since the unfunded actuarial obligation was expected to be \$106.8 billion based on the 2019 STRS Actuarial Valuation. Salaries increasing less than projected caused the unfunded actuarial obligation to decrease by \$1.8 million from expectation. The decline in the number of teachers and slower growth in total payroll is the largest risk facing employers. For the 2020 STRS Actuarial Valuation, the number of active teachers decreased from about 451,000 on June 30, 2019 to 448,000 on June 30, 2020. This decrease resulted in a payroll growth of 2.8%, below the assumed 3.5% annual growth. Further, the return on market value compared to prior valuation is estimated at 4.1%, less than the assumed 7.0% return, while the return on the actuarial value of assets was also less, estimated at 6.5%.

The District's employer contributions to STRS for Fiscal Years ended June 30, 2018 through June 30, 2021 (together with the projection for Fiscal Year ended June 30, 2022) are set forth in the table below, and equal 100 percent of the required contributions for each year. See APPENDIX C – AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021 for additional information.

CHINO VALLEY UNIFIED SCHOOL DISTRICT STRS CONTRIBUTIONS

Fiscal Years Ended June 30	District Employer Contributions
2018	\$30,124,010
2019	34,042,276
2020	40,793,531
2021	37,020,641
2022 ⁽¹⁾	42,911,401

⁽¹⁾ Projected.

Source: The District

PERS. The District also participates in the State Public Employees' Retirement System ("PERS"). PERS is a defined benefit plan that covers classified personnel who work four or more hours per day. Benefit provisions are established by State legislation in accordance with the Public Employees' Retirement Law. The contribution requirements of the plan members are established by State statute. The actuarial methods and assumptions used for determining the rates are based on those adopted by Board of Administration of PERS (the "PERS Board").

Active plan miscellaneous members hired on or before December 31, 2012 are required to contribute 7.0% of their monthly salary and those hired on or after January 1, 2013 are required to contribute 6.5% of their monthly salary. The required contribution rate is the difference between the actuarially determined rate and the contribution rate of employees. The actuarial methods and assumptions used for determining the rates are based on those adopted by PERS Board. School districts are currently required to contribute to PERS at an actuarially determined rate, which was 11.847%, 13.888% and 15.531% of eligible salary expenditures for fiscal years 2015-16, 2016-17 and 2017-18 respectively, and 18.062% of eligible salary expenditures for fiscal year 2018-19 and 19.721% of eligible salary for fiscal year 2019-20. The Fiscal Year 2020-21 State budget redirected State funding paid to PERS in fiscal year 2019-20 towards long-term unfunded liabilities to reduce employer contribution rates in fiscal years 2020-21 and 2021-22. As a result, the PERS employer contribution rate will be 20.7% in fiscal year 2020-21 and 22.91% in fiscal year 2021-22. The effect of the redirection of funding provided in the Fiscal Year 2020-21 State budget is reflected in the 2019 PERS Schools Pool Actuarial Valuation (defined below).

The PERS Schools Pool Actuarial Valuation as of June 30, 2019 (the “2019 PERS Schools Pool Actuarial Valuation”) is the most recent actuarial valuation for the PERS Schools Pool Plan, in which the Participants participate. The actuarial funding method used in the 2019 PERS Schools Pool Actuarial Valuation is the “Entry Age Normal Cost Method.” The 2019 PERS Schools Pool Actuarial Valuation assumes, among other things, 2.50% inflation and payroll growth of 2.75% compounded annually. The 2019 PERS Schools Pool Actuarial Valuation reflects a discount rate of 7.00% compounded annually (net of administrative expenses) as of June 30, 2019. The PERS Board adopted new demographic assumptions on December 19, 2017, including a reduction in the inflation assumption. The reduction in the inflation assumption results in decreases in both the normal cost and the accrued liabilities in the future. Based on the changes in the discount rate, inflation rate, payroll growth rate and demographic assumptions, along with expected reductions in normal cost due to the continuing transition of active members from those employees hired prior to January 1, 2013, to those hired after such date, the projected employer contribution (as a percentage of payroll) is 23.0% and 26.3% for fiscal year 2021-22 and fiscal year 2022-23, respectively. According to the 2019 PERS Schools Pool Actuarial Valuation as of June 30, 2019, the funded ratio is approximately 68.5% on a market value of assets basis, as compared to the funded ratio of 70.4% reported in the Actuarial Valuation as of June 30, 2018, mainly due to the reduction in the discount rate and investment return being lower than expected. The funded ratio, on a market value basis, as of June 30, 2018, June 30, 2017, June 30, 2016, June 30, 2015, and June 30, 2014 was 70.4%, 72.1%, 71.9%, 77.5%, and 86.6%. On December 21, 2016, the PERS Board voted to lower the PERS discount rate to 7.00% over the next three years in accordance with the following schedule: 7.375% in Fiscal Year 2017-18, 7.25% in Fiscal Year 2018-19 and 7.00% in Fiscal Year 2019-20. The discount rates went into effect July 1, 2017 for the State and went into effect July 1, 2018 for K-14 school districts and other public agencies.

In April of 2021, the PERS Board established the employer contribution rates for the upcoming PERS Schools Pool Actuarial Valuation as of June 30, 2020, which valuation report is expected to be released later in 2021. The adopted rates are applicable for the period July 1, 2021 to June 30, 2022. The projected contribution rate for fiscal year 2021-22 is adjusted to 22.91%. Overall, the actuarially determined contribution rate for the Schools Pool decreased by 0.69% of payroll from the prior year. The return on assets for the year ending June 30, 2020 was approximately 4.7% reduced for administrative expenses, lower than the assumed return of 7.0%, leading to an investment experience loss. From June 30, 2019 to June 30, 2020 the funded status of the Schools Pool increased by 0.1% (from 68.5% to 68.6%). This increase is primarily due to the additional State contribution in July 2019 offset by the lower than expected investment return in fiscal year 2019-20.

The District’s employer contribution to PERS for Fiscal Years ended June 30, 2018 through June 30, 2021 (together with the projection for Fiscal Year ended June 30, 2022) are set forth in the table below, and equal 100 percent of the required contributions for each year. See APPENDIX C – AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021 for additional information.

CHINO VALLEY UNIFIED SCHOOL DISTRICT PERS CONTRIBUTIONS

Fiscal Years Ended June 30	District Employer Contributions
2018	\$ 6,010,202
2019	7,237,863
2020	8,166,449
2021	8,521,946
2022 ⁽¹⁾	10,066,712

⁽¹⁾ Projected.

Source: The District

Pursuant to SB 90, the State Legislature appropriated \$144 million for fiscal year 2019-20 and \$100 million for fiscal year 2020-21 to be transferred to the Public Employees' Retirement Fund, to pay in advance, on behalf of K-14 school district employers, part of the contributions required for K-14 school district employers for such fiscal years. In addition, the State Legislature appropriated \$660 million to be applied toward certain unfunded liabilities for K-14 school district employers.

Both PERS and STRS are operated on a Statewide basis and, based on available information, both PERS and STRS have unfunded actuarial accrued liabilities. (Additional funding of STRS by the State and the inclusion of adjustments to such State contributions based on consumer price changes were provided for in 1979 Statutes, Chapter 282.) The amounts of the pension/award benefit obligation (PERS) or actuarially accrued liability (STRS) will vary from time to time depending upon actuarial assumptions, rates of return on investments, salary scales, and levels of contribution. See "State Pension Trusts" below. The District is unable to predict what the amount of liabilities will be in the future, or the amount of the contributions which the District may be required to make.

California Public Employees' Pension Reform Act of 2013. The Governor signed the California Public Employee's Pension Reform Act of 2013 (the "Reform Act") into law on September 12, 2012. The Reform Act affects both STRS and PERS, most substantially as they relate to new employees hired after January 1, 2013 (the "Implementation Date"). As it pertains to STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age, increasing the eligibility for the 2% "age factor" (the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. For non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and also increases the eligibility requirement for the maximum age factor of 2.5% to age 67.

The Reform Act also implements certain other changes to PERS and STRS including the following: (a) all new participants enrolled in PERS and STRS after the Implementation Date are required to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (b) STRS and PERS are both required to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (c) "pensionable compensation" is capped for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for STRS and PERS members not participating in social security.

GASB Statement Nos. 67 and 68

On June 25, 2012, the Governmental Accounting Standards Board (“GASB”) approved two new standards (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

For more information, see the fiscal year ended June 30, 2021 audited financial statements of the District included in Appendix C hereto.

Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board (“GASB”) pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing other postemployment benefits (“OPEB”) to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits (“GASB 45”). In June 2015, GASB issued Statement Nos. 74 and 75, respectively, *Accounting and Financial Reporting for Post-Employment Benefits Other Than Pension Plans and Pensions, respectively*. The objectives of these statements are to (i) improve the usefulness of information related to postemployment benefits other than pensions (other postemployment benefits or “OPEB”) included in the general purpose external financial reports of State and local governmental OPEB plans for making decisions and assessing accountability and (ii) improve accounting and financial reporting by State and local governments for OPEB, respectively. GASB Statement No. 74 replaces Statements No. 43 and 57 and Statement No. 75 replaces GASB Statement No. 45.

The Medicare Premium Payment (“MPP”) Program is a cost-sharing multiple-employer other postemployment benefit plan. STRS administers the MPP Program, through the Teachers’ Health Benefit Fund. The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the Defined Benefit Program who were retired or been receiving a disability allowance prior to July 1, 2012, and were not eligible for premium free Medicare Part A. The payments are made directly to the Centers for Medicare and Medicaid Services on a monthly basis. The District’s proportionate share of the net MPP Program OPEB liability of \$1,879,102 was measured as of June 30, 2020 and was determined by an actuarial valuation as of June 30, 2020. See APPENDIX C – “AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021.”

The District’s total OPEB liability of \$52,227,942 was measured as of June 30, 2020 and was determined by an actuarial valuation as of June 30, 2019.

Annual OPEB Cost and Net OPEB Obligation

The District's defined benefit OPEB Plan provides OPEB for eligible certificated, classified, and management employees of the District. The authority to establish and amend the benefit terms and financing requirements are governed by collective bargaining agreements with plan members. See APPENDIX C – AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021 for additional information.

The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of the benefits is covered by the Plan. The Governing Board has the authority to establish and amend the benefit terms as contained with the negotiated labor agreements. As of June 30, 2020, there were 2,183 plan participants total, with 249 of those plan participants being inactive employees or dependents receiving benefits, and the remaining 2,183 plan participants being active employees.

Long Term Liabilities other than OPEB and Pensions

A schedule of the District's changes in long-term debt for the year ended June 30, 2021 is shown below:

	Balance July 1, 2020	Additions	Deductions	Balance June 30, 2021	Due Within One Year
General obligation bonds	\$568,980,000	\$ -	\$(11,750,000)	\$557,230,000	\$15,120,000
Unamortized debt premiums	42,607,325	-	(2,783,086)	39,824,239	-
Certificates of Participation	1,315,000	-	(1,315,000)	-	-
Capital leases	603,815	1,184,933	(374,493)	1,414,255	266,917
Compensated absences	2,540,893	363,423	-	2,904,316	-
Claims liability	<u>110,105</u>	-	<u>(80,685)</u>	<u>29,420</u>	<u>21,211</u>
	<u>\$616,157,138</u>	<u>\$ 1,548,356</u>	<u>\$(16,303,264)</u>	<u>\$601,402,230</u>	<u>\$15,408,128</u>

See "APPENDIX C" herein for more detailed information regarding the District's long-term liabilities.

Capital Leases

The District has entered into agreements to lease equipment. Such agreements are, in substance, purchases (capital leases) and are reported as capital lease obligations. The District's liability on lease agreements with options to purchase is summarized below:

	Equipment	Servers	Total
Balance, July 1, 2020	\$ 164,315	\$439,500	\$603,815
Additions	1,184,933	-	1,184,933
Payments	<u>(253,631)</u>	<u>(120,862)</u>	<u>(374,493)</u>
Balance, July 1, 2021	\$1,095,617	\$318,638	\$1,414,255

The District may enter into additional lease obligations.

FUNDING OF SCHOOL DISTRICTS IN CALIFORNIA

State Budget Process

General. The District's operating income consists primarily of two components: a State portion funded from the State's general fund and a locally-generated portion derived from the District's share of the 1% local *ad valorem* property tax authorized by the State Constitution. School districts may be eligible for other special categorical funding, including for State and federal programs. The District received approximately \$292.9 million or 86.3% of its General Fund revenues from the State (comprised of LCFF (as defined herein) and other State Revenue), for Fiscal Year 2020-21. For Fiscal Year 2021-22, the District budgeted to receive approximately 86.7% or \$296.4 million General Fund revenues from the State. Accordingly, decreases or deferrals in State revenues, or in State legislative appropriations made to fund education, may significantly affect District operations.

State funding is guaranteed to a minimum level for school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs under "Proposition 98," a constitutional and statutory initiative amendment adopted by the State's voters in 1988, and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the Constitution). See "CONSTITUTIONAL AND STATUTORY INITIATIVES – Proposition 98" herein.

The State's Proposition 98 funding mandate normally commands about 45% of all State general fund revenues. Because education funding constitutes such a large part of the State's general fund expenditures, it is at the heart of annual budget negotiations and adjustments.

Adoption of Annual State Budget. According to the State Constitution, the Governor of the State (the "Governor") must propose a budget to the State Legislature no later than January 10 of each year. Under an initiative constitutional amendment approved by the State's voters on November 2, 2010 as "Proposition 25," a final budget must be adopted by a simple majority vote (rather than a two-third majority, as was the case prior to the passage of Proposition 25) of each house of the Legislature no later than June 15, although this deadline has been routinely breached in the past. (Tax increases continue to require a two-thirds majority vote.) The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget.

Prior to the passage of Proposition 25, there were instances where the State Legislature failed to pass a budget in a timely fashion, and the District cannot predict what circumstances may cause a similar failure in future years. In each year where the State budget lags adoption of the District's budget, it will be necessary for the District's staff to review the consequences of the changes, if any, at the State level from the proposals in the Governor's May Revision for that year, and determine whether the District's budget will have to be revised. The District cannot predict the final outcome of State budget negotiations, the impact future State budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors which the District cannot control.

Court Decision on State Payments Pending Budget Adoption. When the State budget is not adopted on time, basic appropriations and the categorical funding portion of each district's State funding are affected differently. Under the rule of *White v. Davis* (also referred to as *Jarvis v. Connell*), a State Court of Appeal decision reached in 2002, there is no constitutional mandate for appropriations to school districts without an adopted budget or emergency appropriation, and funds for State programs cannot be disbursed by the State Controller until that time unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the State Constitution (such as appropriations for salaries of elected state officers), or (iii)

mandated by federal law (such as payments to State workers at no more than minimum wage). The State Controller has consistently stated that basic State funding for schools is continuously appropriated by statute, but that special and categorical funds may not be appropriated without an adopted budget. The Controller has posted guidance as to what can and cannot be paid during a budget impasse at its website: www.sco.ca.gov (such website is not incorporated herein by reference). Should the Legislature fail to pass the budget or emergency appropriation before the start of any Fiscal Year, the District might experience delays in receiving certain expected revenues. The District is authorized to borrow temporary funds to cover its annual cash flow deficits, and as a result of the White decision, the District might find it necessary to increase the size or frequency of its cash flow borrowings, or to borrow earlier in the Fiscal Year. The District does not expect the White decision to have any long-term effect on its operating budgets.

Aggregate State Education Funding. The Proposition 98 guaranteed amount for education is based on prior-year funding, as adjusted through various formulas and tests that take into account State taxes, local property tax proceeds, school enrollment, per-capita personal income, and other factors. The State's share of the guaranteed amount is based on State general fund tax proceeds and is not based on the general fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given Fiscal Year's budget, from the Governor's initial budget proposal to actual expenditures to post-year-end revisions, as more accurate information regarding the various factors becomes available. The guaranteed amount will generally increase as enrollment and per capita personal income grow.

If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as a "settle-up." If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount is reduced in years when general fund revenue growth lags personal income growth, and may be suspended for one year at a time by enactment of an urgency statute. In either case, in subsequent years when State general fund revenues grow faster than personal income (or sooner, as the State Legislature may determine), the funding level must be restored to the guaranteed amount, the obligation to do so being referred to as a "maintenance factor."

The State has also sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by temporarily deferring apportionments of Proposition 98 funds one Fiscal Year to the next; by permanently deferring the year-end apportionment from June 30 to July 2; by suspending Proposition 98, and by proposing to amend the Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The District's principal funding formulas and revenue sources are derived from the budget of the State of California. **The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, the State has not entered into any contractual commitment with the District, the County, the Underwriter, Bond Counsel and Disclosure Counsel nor the Owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Additional information regarding State budgets is available at various State-maintained websites including www.dof.ca.gov, which website is not incorporated herein by reference.**

2021-22 State Budget. On July 16, 2021, Governor Newsom signed into law the Fiscal Year 2021-22 State Budget (the "2021-22 Budget"). The 2021-22 Budget totals about \$262.6 billion. General Fund spending would increase over Fiscal Year 2020-21 by about \$30.4 billion (18.3%) to \$196.4 billion. The State is projected to end the Fiscal Year 2020-21 with available general fund reserves that include: \$15.8 billion in the Budget Stabilization Account (the General Fund's "rainy-day" fund) for fiscal emergencies; \$900 million in the Safety Net Reserve (used to maintain benefits and services for CalWORKs and Medi-Cal participants during economic downturns) and \$4.5 billion in the Public School System Stabilization Account (the Proposition 98 "rainy-day")

fund used to lessen the impact of State revenue volatility on K-14 schools). The multi-year forecast reflects a budget roughly in balance; however, risks to the economic forecast remain, including a stock market decline that would significantly reduce State revenues.

Under current law, there is a cap of 10 percent on school district reserves in fiscal years immediately succeeding those in which the balance in the Public School System Stabilization Account is equal to or greater than 3 percent of the total K-12 share of the Proposition 98 guarantee. The balance of \$4.5 billion in 2021-22 triggers school district reserve caps beginning in 2022-23.

Proposition 98 Guarantee and Total K-12 Funding. For K-12 public schools and community colleges, the Proposition 98 funding for Fiscal Year 2021-22 is approximately \$93.7 billion, a significant increase above the record level that was projected in January 2021 in the Governor’s proposed budget. Total K-12 funding is budgeted at \$123.9 billion (\$65.5 billion General Fund and \$58.4 billion other funds), the highest per pupil funding levels in history.

Deferrals and COLA. Recession-driven revenue reductions anticipated at the 2020-21 Budget Act drove the need to defer LCFF apportionments, in the amounts of \$1.9 billion in Fiscal Year 2019-20, growing to more than \$11 billion in Fiscal Year 2020-21. The 2021-22 Budget eliminates all K-12 deferrals in Fiscal Year 2021-22. The cost-of-living adjustment (“COLA”) for LCFF in Fiscal Year 2021-22 is 4.05% – a compounded amount that encompasses a 2.31% COLA for Fiscal Year 2020-21 and an additional 1.7% for Fiscal Year 2021-22 (translating to about \$2 billion) – and is applied to the LCFF base grants. Additionally, to help local educational agencies address ongoing fiscal pressures, the 2021-22 Budget includes \$520 million Proposition 98 General Fund to provide a 1-percent increase in LCFF base funding. This discretionary increase, when combined with the compounded cost-of-living adjustment, results in growth in the LCFF of 5.07 percent over 2020-21 levels.

Significant features of the 2021-22 Budget affecting K-12 public schools include the following:

- **Early Education.** A \$200 million one-time Proposition 98 General Fund appropriation to planning and implementation of expanded transitional kindergarten for younger children and \$100 million one-time Proposition 98 General Fund to train and increase the number of early childhood educators. The funding is an initial investment in a proposal to establish universal transitional kindergarten phased-in over five years.
- **Expanded Learning Time.** An initial \$1.8 million Proposition 98 General Fund investment as part of a multi-year plan to implement expanded-day, full-year instruction and enrichment for all elementary school students, with a focus on local education agencies with the highest concentrations of low-income students, English-language learners, and youth in foster care.
- **Educator Initiatives.** A \$2.9 billion appropriation to support education initiatives, including, among other programs, \$1.5 billion one-time Proposition 98 General Fund over five years for grants to provide local education agencies with training resources for classified, certificated and administrative school staff in specified high-need topics, \$500 million one-time General Fund over five years for grants for teacher credential candidates who commit to teach at a priority school in a high-need subject, and \$350 million one-time Proposition 98 General Fund over five years to support teacher preparation residencies and certain other teacher credentialing programs.
- **Special Education Funding.** A \$450 million one-time Proposition 98 General Fund appropriation for learning recovery supports for students with disabilities. A \$260 million ongoing Proposition 98 General Fund appropriation to support early intervention services for preschool-aged children.

- **Community Schools.** A \$3 billion Proposition 98 General Fund appropriation, available over several years, to expand and strengthen the implementation and use of the community school model to all schools in communities with high-level of poverty.

Governor’s Proposed 2022-23 State Budget. On January 10, 2022, Governor Newsom released California’s Proposed Fiscal Year 2022-23 State Budget (the “Proposed State Budget”) The Proposed State Budget totals approximately \$286.4 billion in proposed spending. The Proposed State Budget also recommends \$34.6 billion in budgetary reserves, including \$20.9 billion in the Proposition 2 Budget Stabilization Account for fiscal emergencies (the “Rainy Day Fund”) and \$9.7 billion in the Public School System Stabilization Account (“PSSSA”), (the “rainy-day” fund used to lessen the impact of State revenue volatility on K-12 schools and community colleges). The State is projected to end the Fiscal Year 2021-22 with a surplus of \$45.7 billion, which includes \$20.6 billion in General Fund monies for discretionary purposes, \$9 billion in reserve deposits and supplemental pension payments, and \$16.1 billion in Proposition 98 funding for public K-12 schools and community college education. The Proposed State Budget allocates 86 percent of the discretionary surplus to one-time investments, and is projected to be structurally balanced in 2025-26. The Proposed State Budget includes total funding of \$119 billion (\$70.5 billion General Fund and \$48.5 billion other funds) for all K-12 education programs. K-12 per-pupil funding totals \$15,261 Proposition 98 General Fund and \$20,885 per pupil when accounting for all funding sources.

Proposition 98 Guarantee. Proposition 98 is a voter-approved constitutional amendment that guarantees minimum funding levels for K-12 schools and communities colleges (collectively referred to as K-14 schools). The upward revision of General Fund revenues has resulted in significant increases in the Proposition 98 Guarantee funding. Proposition 98 funding for K-14 schools for 2022-23 is \$102 billion – an increased investment of \$8.2 billion in schools and community colleges above the level funded in the 2021-22 Budget and the highest level of State funding for K-14 schools. Under current law, there is a cap of 10 percent on school district reserves in fiscal years immediately succeeding those in which the balance in the PSSSA is equal to or greater than 3 percent of the total K-12 share of the Proposition 98 guarantee. The balance of \$6.7 billion in 2021-22 triggers such school district reserve caps beginning in 2022-23.

Cost-Of-Living Adjustments. The Proposed State Budget includes a LCFF cost-of-living adjustment of 5.33 percent – the highest cost-of-living adjustment since the Great Recession of 2008. This increase would add \$3.3 billion in additional discretionary funds for local educational agencies. To support the fiscal stability of all local educational agencies, including those with a declining student population, the Proposed State Budget recommends changes to the ADA component of the LCFF and the independent study program to help school districts better manage declining enrollment and to simplify the collection of attendance in virtual instruction programs by amending the LCFF calculation to consider the greater of a school district’s current year, prior year or the average of three prior years’ ADA.

Gann Limit. The Proposed State Budget projects the State Appropriations Limit or “Gann Limit” will likely be exceeded in the 2020-21 and 2021-22 fiscal years. Any funds above this limit are constitutionally required to be allocated evenly between schools and a tax refund. An updated calculation of this limit, and proposals to address it, are expected to be included in the Governor’s May Revision of the Proposed State Budget.

Significant features of the Proposed State Budget affecting K-12 public schools include the following:

- **Expanded Learning Opportunities Program.** A \$1 billion ongoing general fund appropriation and a \$754 million one-time Proposition 98 General Fund appropriation for the Expanded Learning Opportunities Program, which by 2025-26 proposes to provide all students in low-income communities with no-cost access to nine hours of developmentally appropriate academics and enrichment activities per instructional day and for six weeks each summer. A \$937 million one-time Proposition 98 General Fund appropriation to support Expanded

Learning Opportunities Program infrastructure, with a focus on integrating arts and music programming into the enrichment options for students.

- **Early Literacy.** A \$500 million one-time Proposition 98 General Fund appropriation, over 5 years, for grants to high-needs schools to train and hire literacy coaches and reading specialists to guide productive classroom instruction and to offer individual and small group intervention for struggling readers. In addition, the Proposed Budget proposes a \$200 million one-time Proposition 98 General Fund appropriation to establish a grant program for local educational agencies to create or expand multi-lingual school and classroom libraries and a \$10 million one-time General Fund appropriation for the Department of Public Health to partner with First 5 California on the Books for Children Program.
- **Educator Workforce Recruitment.** A \$54.4 million allocation in a mix of Proposition 98 General Fund and General Fund monies to waive certain teacher examination fees and extend the current waiver of select credentialing fees, support a competitive grant program that provides grants to public and private institutions to develop and implement integrated teacher preparation programs, establish career counselors for prospective educators at the Commission on Teacher Credentialing, and re-establish the Personnel Management Assistance Teams to assist local educational agencies in improving hiring and recruitment practices.
- **Special Education Funding.** A \$500 million ongoing Proposition 98 General Fund for the special education funding formula, as well as a \$65.5 million dollar appropriation in fiscal year 2022-23 that rises to \$82.5 million in fiscal year 2023-24 for the Department of Developmental Services and regional centers to strengthen the transition process of young children with disabilities.
- **Transportation.** A \$1.5 billion one-time Proposition 98 General Fund appropriation available over three years to support school transportation programs, with a focus on “greening” school bus fleets. Grants of \$500,000 would be available with priority for agencies with high concentrations of low-income students, youth in foster care, and English language learners.
- **Farm to School Program.** A \$60 million one-time General Fund over two years to support the California Farm to School Program, which connects local producers and school food buyers and increases food education opportunities in classrooms.
- **Early Education.** A \$639.2 million General Fund appropriation to expand eligibility for transitional kindergarten, from all children turning five-years-old between September 2 and December 2 to all children turning five-years-old between September 2 and February 2, beginning in the 2022-23 school year. A \$383 million Proposition 98 General Fund appropriation to add one additional certificate or classified staff person to every transitional kindergarten class, reducing student-to-adult ratios to more closely align with the State Preschool Program.
- **College and Career Pathways:** A \$1.5 billion one-time Proposition 98 General Fund appropriation over four years to support the development of pathway programs focused on technology, health care, education, and climate-related fields. A \$500 million one-time Proposition 98 General Fund allocation, also available over four years, to support student access and participation in dual enrollment opportunities that allow high school students to take classes that count toward both high school graduation and college credit.

The District cannot predict how State income or State education funding will vary over the term of the Bonds, and the District takes no responsibility for informing owners of the Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the Department of Finance, www.dof.ca.gov, under the heading "California Budget" or www.ebudget.ca.gov. An impartial analysis of the budget is posted by the Office of the Legislative Analyst at www.lao.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

The State Constitution requires that from all State revenues there will first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education. As discussed below, school districts in the State receive a significant portion of their funding from State appropriations. Accordingly, the State's economic condition can affect the economic condition of California school districts.

Ad Valorem Property Taxes

Taxes are levied for each Fiscal Year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property and locally assessed property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional voter-approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the Fiscal Year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus costs and redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the Treasurer.

Property taxes on the unsecured roll are currently due as of the January 1 lien date prior to the commencement of a Fiscal Year and become delinquent, if unpaid, on August 31. A ten percent penalty attaches to delinquent taxes on property on the unsecured roll and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal

property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

The County levies and collects all property taxes for property falling within its taxing boundaries.

CONSTITUTIONAL AND STATUTORY INITIATIVES

Article XIII A of the California Constitution. On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the California Constitution ("Article XIII A"). Article XIII A limits the amount of any *ad valorem* property tax on real property to one percent of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978 and (as a result of an amendment to Article XIII A approved by California voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property that has been approved on or after July 1, 1978 by two-thirds of the voters voting on such indebtedness and (as a result of a constitutional amendment approved by California voters on November 7, 2000) on bonded indebtedness for school, community college and county office of education facilities and equipment approved by 55 percent of the voters voting on the bond measure. See "Proposition 39" below. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-1976 tax bill under full 'cash value,' or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed two percent per year to account for inflation. This system results in widely varying amounts of tax on similarly situated properties based on differences in the taxpayer's date of acquisition of the property. On June 18, 1992, the United States Supreme Court issued a decision upholding the constitutionality of Article XIII A (*Nordlinger v. Hahn*, 112 S. Ct. 2326, 120 L. Ed. 2d 1 (1992)).

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Other amendments to the California Constitution have implemented and modified limits on reassessment of property value upon transfers. Most recently, Proposition 19 limits people who inherit family properties from keeping a low property tax base resulting from the 2% restriction on increases, unless they use the home as their primary residence, but it also allows homeowners who are over 55 years of age, disabled, or victims of a wildfire or natural disaster to transfer their assessed value of their primary home to a newly purchased or newly constructed replacement primary residence up to three times.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Article XIII B of the California Constitution. An initiative to amend the California Constitution entitled “Limitation of Government Appropriations” was approved on September 6, 1979 thereby adding Article XIII B to the California Constitution (“Article XIII B”). Under Article XIII B state and local governmental entities have an annual “appropriations limit” and are not permitted to spend certain moneys which are called “appropriations subject to limitation” (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the appropriations limit. Article XIII B does not affect the appropriations of moneys which are excluded from the definition of “appropriations subject to limitation,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the appropriations limit is to be based on certain 1978-1979 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

The District’s 2020-21 “appropriations limit” was \$179,722,432 and the “appropriations limit” for 2021-22 is estimated to be \$178,619,296 (as of June 30, 2021). Any proceeds of taxes received by the District in excess of the allowable limit are absorbed into the State’s allowable limit.

Article XIII C and Article XIII D of the California Constitution. On November 5, 1996, the voters of the State approved Proposition 218, the so-called “Right to Vote on Taxes Act.” Proposition 218 added Articles XIII C and XIII D to the State Constitution, which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges. Among other things, XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes); prohibits special purpose government agencies such as school districts from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Article XIII C also provides that no tax may be assessed on property other than ad valorem property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

Article XIII C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Legislation adopted in 1997 provides that Article XIII C shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIII D deals with assessments and property-related fees and charges. Article XIII D explicitly provides that nothing in Article XIII C or XIII D shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District.

Proposition 62. In 1986, California voters adopted Proposition 62, a statutory initiative which amended the California Government Code by the addition of Sections 53720-53730. Proposition 62 requires that (i) any local tax for general governmental purposes (a “general tax”) must be approved by a majority vote of the electorate; (ii) any local tax for specific purposes (a “special tax”) must be approved by a two-thirds vote of the electorate; (iii) any general tax must be proposed for a vote by two-thirds of the legislative body; and (iv) proceeds of any tax imposed in violation of the vote requirements must be deducted from the local agency’s property tax allocation. Provisions applying Proposition 62 retroactively from its effective date to 1985 are unlikely to be of any continuing importance; certain other restrictions were already contained in the Constitution.

Most of the provisions of Proposition 62 were affirmed by the 1995 California Supreme Court decision in *Santa Clara County Local Transportation Authority v. Guardino*, which invalidated a special sales tax for transportation purposes because fewer than two-thirds of the voters voting on the measure had approved the tax.

Following the California Supreme Court's decision upholding Proposition 62, several actions were filed challenging taxes imposed by public agencies since the adoption of Proposition 62, which was passed in November 1986. On June 4, 2001, the California Supreme Court released its decision in one of these cases, *Howard Jarvis Taxpayers Association v. City of La Habra, et al.* ("La Habra"). In this case, the court held that public agency's continued imposition and collection of a tax is an ongoing violation, upon which the statute of limitations period begins anew with each collection. The court also held that, unless another statute or constitutional rule provided differently, the statute of limitations for challenges to taxes subject to Proposition 62 is three years. Accordingly, a challenge to a tax subject to Proposition 62 may only be made for those taxes received within three years of the date the action is brought.

Proposition 98. In 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). The Accountability Act changed State funding of public education below the university level, and the operation of the State's Appropriations Limit, primarily by guaranteeing State funding for K-12 school districts and community college districts (collectively, "K-14 districts").

Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 districts are guaranteed the greater of (b) in general, a fixed percent of the State's General Fund (the "State General Fund") revenues ("Test 1"), (c) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to State per capita personal income) and enrollment ("Test 2"), or (d) a third test, which would replace Test 2 in any year when the percentage growth in per capita State General Fund revenues from the prior year plus one-half of one percent is less than the percentage growth in State per capita personal income ("Test 3"). Under Test 3, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 would become a "credit" to schools which would be the basis of payments in future years when per capita State General Fund revenue growth exceeds per capita personal income growth. Legislation adopted prior to the end of the 1988-89 Fiscal Year, implementing Proposition 98, determined the K-14 districts' funding guarantee under Test 1 to be 40.3% of the State General Fund tax revenues, based on 1986-87 appropriations. However, that percentage has been adjusted to 35% to account for a subsequent redirection of local property taxes whereby a greater proportion of education funding now comes from local property taxes.

Proposition 98 permits the State Legislature by a two-thirds vote of both houses, with the Governor's concurrence, to suspend the K-14 districts' minimum funding formula for a one-year period. In the fall of 1989, the Legislature and the Governor utilized this provision to avoid having 40.3% of revenues generated by a special supplemental sales tax enacted for earthquake relief go to K-14 districts. Proposition 98 also contains provisions transferring certain State tax revenues in excess of the Article XIII B limit to K-14 districts.

The 2018-19 Budget revised the Proposition 98 minimum funding guarantees for both Fiscal Years 2016-17 and 2017-18, as a result of higher general fund revenues. The 2018-19 Budget set the Proposition 98 minimum funding guarantee for Fiscal Year 2016-17 at \$71.6 billion, an increase of \$252 million from the prior year. The 2018-19 Budget revised the minimum funding guarantee for Fiscal Year 2017-18 at \$75.6 billion reflecting an increase of \$1.1 billion from the prior year. As part of the 2017-18 increase, the State made an additional maintenance factor payment of \$789 million, on top of a previous \$536 million payment. After making the approximately \$1.3 billion total payment, the State eliminated all remaining maintenance factor for the first time since 2005-06. In both 2016-17 and 2017-18, the State spent at the calculated minimum guarantee.

Application of Proposition 98

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimum funding levels under Test 1 and Test 2 are dependent on State General Fund revenues. In past Fiscal Years, the State made actual allocations

to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years' estimated Proposition 98 minimum funding levels. The State determined that there were loans to K-14 districts of \$1.3 billion during Fiscal Year 1990-91, \$1.1 billion during Fiscal Year 1991-92, \$1.3 billion during Fiscal Year 1992-93 and \$787 million during Fiscal Year 1993-94. These loans have been combined with the K-14 1992-93 loans into one loan totaling \$1.760 billion. The State proposed that repayment of this loan would be from future years' Proposition 98 entitlements, and would be conditioned on maintaining current funding levels per pupil for K-12 schools.

In 1992, a lawsuit, California Teachers' Association et al. v. Gould, was filed, which challenged the validity of the off-budget loans. As part of the negotiations leading to the 1995-96 Budget Act, an agreement was reached to settle this case. The agreement provides that both the State and K-14 districts share in the repayment of prior years' emergency loans to schools. Of the total \$1.76 billion in loans, the State will repay \$935 million, while K-14 districts will repay \$825 million. The State share of the repayment will be reflected as expenditures above the current Proposition 98 base calculation. The K-14 districts' share of the repayment will count as appropriations that count toward satisfying the Proposition 98 guarantee, and thus are treated as from "below" the current base. Repayments are spread over the eight-year period of 1994-95 through 2001-02 to mitigate any adverse fiscal impact. In April 1996, a court settlement was reached and \$360 million in appropriations from the 1995-96 Fiscal Year was disbursed to districts in August 1996.

Proposition 39

On November 7, 2000, voters approved Proposition 39 called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act"). The Smaller Classes Act amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code. With respect to school districts, community colleges and county offices of education and effective upon its passage, Section 18(b) of Article XVI allows an alternative means of seeking voter approval for bonded indebtedness by 55 percent of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The reduced 55 percent voter requirement applies only if the bond measure submitted to the voters includes, among other items: 1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities," 2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list"; and 3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to except from the one percent *ad valorem* property tax limitation under Section 1(a) of Article XIII A of the Constitution levies to pay bonds approved by the 55 percent of the voters, subject to the restrictions explained above.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39. AB 1908 amends various sections of the Education Code. Under amendments to Sections 15268 and 15270 of the Education Code, the following limits on *ad valorem* property taxes apply in any single election: 1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property; 2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property; and, 3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens' oversight committee must be appointed who will review the use of the bond funds and inform the public about their proper usage.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Proposition 1A and Proposition 22

Beginning in Fiscal Year 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and community college districts through a local Educational Revenue Augmentation Fund ("ERAF") in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a Statewide ballot initiative intended to eliminate the practice. In response, the Legislature proposed an amendment to the State Constitution, which the State's voters approved as Proposition 1A at the November 2004 election. That measure was generally superseded by the passage of an initiative constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting or diverting revenues to any other local government, including school and community college districts, or from temporarily shifting property taxes from cities, counties and special districts to K-14 schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of this amendment is to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State general fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State general fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies. Redevelopment agencies, through the California Redevelopment Association ("CRA") engaged in litigation to block the transfer of payments and recoup certain payments already made under certain legislation passed in July 2009 that is beyond the reach of Proposition 22, known as "ABX4 26." Because Proposition 22 reduced the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State has to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State are more directly dependent upon the State's general fund.

Redevelopment Agency Dissolution. On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and K-14 school districts. The

Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to K-14 school districts and county offices of education, totaling \$1.7 billion statewide. The District is unable to predict what affect the implementation of ABx1 26 will have on the District's future receipt of tax increment revenues. As a result of the dissolution of California redevelopment agencies and ABx1 26, the tax increment previously paid to redevelopment agencies shall first be used to pay pass-through payments to other taxing entities and second to pay the redevelopment agencies enforceable obligations; with the remaining revenue (if any) paid to the taxing entities by the County Auditor-Controller in the same proportion as other tax revenue.

Proposition 30 and Proposition 55

The passage of the Governor's November Tax Initiative ("Proposition 30") on November 6, 2012 ballot resulted in an increase in the State sales tax by a quarter-cent for four years and, for seven years, raising taxes on individuals after their first \$250,000 in income and on couples after their first \$500,000 in earnings. These increased tax rates affect approximately 1 percent of California personal income tax filers and became effective in the 2012 tax year, ending at the conclusion of the 2018 tax year. The LAO estimates that, as a result of Proposition 30, additional State tax revenues of about \$6 billion annually from 2012–13 through 2016–17 will be received by the State with lesser amounts of additional revenue available in Fiscal Years 2011–12, 2017–18, and 2018–19. These additional monies were available to fund programs in the 2012-13 State Budget and prevented certain "trigger cuts" included in the 2012-13 State Budget from going into effect. Proposition 30 also placed into the State Constitution certain requirements related to the transfer of certain State program responsibilities to local governments, mostly counties, including incarcerating certain adult offenders, supervising parolees, and providing substance abuse treatment services.

Revenues generated by Proposition 30 accounted for an increase of approximately 14 percent over Fiscal Year 2011–12 in funding for schools and community colleges as set forth in the 2012–13 State Budget. Almost all of this increase was used to pay K–14 expenses from the previous year and reduce delays in certain State K–14 payments. Proposition 30 also provides for additional tax revenues aimed at balancing the State's budget through 2018–19, providing several billion dollars annually through Fiscal Year 2018–19 available for purposes including funding existing State programs, ending K–14 education payment delays, and paying other State debts. Future actions of the State Legislature and the Governor will determine the use of these funds. According to the LAO, revenues raised by Proposition 30 could be subject to multibillion-dollar swings, above or below the revenues projections, due to the majority of the additional revenue coming from the personal income tax rate increases on upper-income taxpayers. These fluctuations in incomes of upper-income taxpayers could impact potential State revenue and complicate State budgeting in future years. After the proposed tax increases expire, the loss of the associated tax revenues could also create additional budget pressure in subsequent years.

The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, was approved by State voters on November 8, 2016. Proposition 55 extends the increase to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through the year 2030. Tax revenues received under Proposition 55 are allocated as follows: 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales tax rate increase enacted under Proposition 30.

Proposition 2

Proposition 2, also known as The Rainy Day Budget Stabilization Fund Act ("Proposition 2") was approved by California voters on November 4, 2014. Proposition 2 provides for changes to State budgeting practices, including revisions to certain conditions under which transfers are made into and from the State's Budget Stabilization Account (the "Stabilization Account") established by the California Balanced Budget Act of 2004 (also known as Proposition 58). Commencing in Fiscal Year 2015-16 and for each Fiscal Year thereafter, the State is required to make an annual transfer to the Stabilization Account in an amount equal to 1.5% of

estimated State general fund revenues (the “Annual Stabilization Account Transfer”). For a Fiscal Year in which the estimated State general fund revenues allocable to capital gains taxes exceed 8% of the total estimated general fund tax revenues, supplemental transfers to the Stabilization Account (a “Supplemental Stabilization Account Transfer”) are also required. Such excess capital gains taxes, which are net of any portion thereof owed to K-14 school districts pursuant to Proposition 98, are required to be transferred to the Stabilization Account.

In addition, for each Fiscal Year, Proposition 2 increases the maximum size of the Stabilization Account to 10% of estimated State general fund revenues. Such excess amounts are to be expended on State infrastructure, including deferred maintenance, in any Fiscal Year in which a required transfer to the Stabilization Account would result in an amount in excess of the 10% threshold. For the period from Fiscal Year 2015-16 through Fiscal Year 2029-30, Proposition 2 requires that half of any such transfer to the Stabilization Account (annual or supplemental), shall be appropriated to reduce certain State liabilities, including repaying State interfund borrowing, reimbursing local governments for State mandated services, making certain payments owed to K-14 school districts, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. After Fiscal Year 2029-30, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the Stabilization Account to the reduction of such State liabilities and any amount not so applied shall be transferred to the Stabilization Account or applied to infrastructure, as set forth above.

Accordingly, the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the Stabilization Account are impacted by Proposition 2. Unilateral discretion to suspend transfers to the Stabilization Account are not retained by the Governor. Neither does the Legislature retain discretion to transfer funds from the Stabilization Account for any reason, as was previously provided by law. Instead, the Governor must declare a “budget emergency” (defined as an emergency within the meaning of Article XIIB of the Constitution) or a determination that estimated resources are inadequate to fund State general fund expenditure, for the current or ensuing Fiscal Year, at a level equal to the highest level of State spending within the three immediately preceding Fiscal Years, and any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the Stabilization Account are limited to the amount necessary to address the budget emergency, and no draw in any Fiscal Year may exceed 50% of the funds on deposit in the Stabilization Account, unless a budget emergency was declared in the preceding Fiscal Year.

Proposition 2 also provides for the creation of a Public School System Stabilization Account (the “Public School System Stabilization Account”) into which transfers will be made in any Fiscal Year in which a Supplemental Stabilization Account Transfer is required, requiring that such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would otherwise be paid to K-14 school districts as part of the minimum funding guarantee. Transfers to the Public School System Stabilization Account are only to be made if certain additional conditions are met, including that: (i) the minimum funding guarantee was not suspended in the immediately preceding Fiscal Year, (ii) the operative Proposition 98 formula for the Fiscal Year in which a Public School System Stabilization Account transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the Fiscal Year in which a Public School System Stabilization Account transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding guarantee for the Fiscal Year in which a Public School System Stabilization Account transfer might be made is higher than the immediately preceding Fiscal Year, as adjusted for ADA growth and cost of living. Under Proposition 2, the size of the Public School System Stabilization Account is capped at 10% of the estimated minimum guarantee in any Fiscal Year, and any excess funds must be paid to K-14 school districts. Any reductions to a required transfer to, or draws upon, the Public School System Stabilization Account, are subject to the budget emergency requirements as described above. However, in any Fiscal Year in which the estimated minimum funding guarantee is less than the prior year’s funding level, as adjusted for ADA growth and cost of living, Proposition 2 also mandates draws on the Public School System Stabilization Account.

Proposition 51

The Kindergarten Through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds for the new construction and modernization of K-14 facilities.

K-12 School Facilities. Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no guarantees that it will either pursue or qualify for Proposition 51 State facilities funding.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 1A, 2, 22, 26, 30, 39, 51, 55, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

FORMS OF BOND COUNSEL OPINIONS

Upon issuance and delivery of the 2022C Bonds, Norton Rose Fulbright US LLP, Bond Counsel, proposes to deliver its final approving opinion substantially in the following form:

_____, 2022

Board of Education
Chino Valley Unified School District
5130 Riverside Drive
Chino, California 91710

Re: Chino Valley Unified School District (San Bernardino County, California) General Obligation Bonds, Election of 2016, Series 2022C (Federally Tax-Exempt)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Chino Valley Unified School District (the "District"), in connection with the issuance by the District of \$ _____ aggregate principal amount of its General Obligation Bonds, Election of 2016, Series 2022C (Federally Tax-Exempt) (the "2022C Bonds"). The 2022C Bonds are issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended, and the resolution adopted by the Board of Education of the District on _____, 2022 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the 2022C Bonds, including the Resolution and the Tax Exemption Certificate of the District dated the date hereof (the "Tax Certificate"). Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection we have also examined such certificates of public officials and officers of the District as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution, the Tax Certificate and other relevant documents may be changed and certain actions (including, without limitation, the defeasance of the 2022C Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any 2022C Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the 2022C Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained

in the Resolution and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the 2022C Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the 2022C Bonds, the Resolution and the Tax Certificate may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security or the marketability of the 2022C Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the 2022C Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The 2022C Bonds constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District.

3. It is further our opinion, based upon the foregoing, that pursuant to section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date hereof (the "Code"), and existing regulations, published rulings, and court decisions thereunder, and assuming continuing compliance with the provisions of the Resolution and the Tax Certificate and in reliance upon the representations and certifications of the District made in the Tax Certificate of even date herewith pertaining to the use, expenditure, and investment of the proceeds of the 2022C Bonds, when the 2022C Bonds are delivered to and paid for by the initial purchasers thereof, interest on the 2022C Bonds for federal income tax purposes (1) will be excludable from the gross income, as defined in section 61 of the Code, of the owners thereof, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof.

In our opinion, under existing law, interest on the 2022C Bonds is exempt from personal income taxes of the State of California.

We express no other opinion with respect to any other federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the 2022C Bonds. Ownership of tax-exempt obligations such as the 2022C Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, owners of an interest in a financial asset securitization investment trust, individuals otherwise qualifying for the earned income tax credit, individual recipients of Social Security or Railroad Retirement benefits, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in

any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service or the State of California; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Respectfully submitted,

Upon the issuance and delivery of the Refunding Bonds (Federally Taxable), Norton Rose Fulbright US LLP, Bond Counsel, proposes to deliver its final approving opinion substantially in the following form:

_____, 2022

Board of Education
Chino Valley Unified School District
5130 Riverside Drive,
Chino, California 91710

Re: Chino Valley Unified School District (San Bernardino County, California) 2022 General Obligation Refunding Bonds (Federally Taxable)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Chino Valley Unified School District (the “District”), in connection with the issuance by the District of \$_____ aggregate principal amount of its 2022 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds”). The Refunding Bonds are issued pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53550 and 53580, respectively), and the resolution adopted by the Board of Education of the District on _____, 2022 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Refunding Bonds, including the Resolution and a special report of Robert Thomas CPA, LLC (the “Report”). Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection we have also examined such certificates of public officials and officers of the District as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents pertaining to the Refunding Bonds may be changed and certain actions (including, without limitation, the defeasance of the Refunding Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel. We express no opinion as to the effect of any change to any document pertaining to the Refunding Bonds or of any action taken or not taken where such change is made or action is taken or not taken without our approval or in reliance upon the advice of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Refunding Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. We call attention to the fact that the rights and obligations under the Refunding Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of

equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security or the marketability of the Refunding Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Refunding Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Refunding Bonds constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of a levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District.

3. Under existing law, interest on the Refunding Bonds is exempt from personal income taxes of the State of California.

We express no other opinion with respect to any other state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Refunding Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the State of California; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Respectfully submitted,

APPENDIX C
AUDITED FINANCIAL STATEMENTS
OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Disclosure Undertaking”) is executed and delivered by Chino Valley Unified School District (the “District”) as of _____, 2022 in connection with the execution and delivery of its General Obligation Bonds, Election of 2016, Series 2022C (Federally Tax-Exempt) (the “New Money Bonds”) and 2022 General Obligation Refunding Bonds (Federally Taxable) (the “Refunding Bonds” and, together with the New Money Bonds, the “Bonds”). The Bonds are being issued pursuant to two separate Resolutions, a New Money Bonds Resolution and a Refunding Bonds Resolution, each adopted by the Board of Education of the District on _____, 2022 (together, the “Resolutions”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the respective Resolutions.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the District for the benefit of the Bondholders and in order to assist Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Undertaking.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Commission” means the Securities and Exchange Commission.

“Dissemination Agent” shall mean the District, or, any alternate or successor dissemination agent, designated in writing by the Superintendent or Assistant Superintendent of Business Services (or otherwise by the District), which Dissemination Agent has evidenced its acceptance in writing. Initially, and in the absence of the specific designation of a success or alternate Dissemination Agent, the Dissemination Agent shall be Koppel & Gruber Public Finance.

“Financial Obligation” as used in this Disclosure Undertaking is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its Electronic Municipal Market Access (“EMMA”) website located at <http://emma.msrb.org>, or any other entity designated or authorized by the Commission.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated _____, 2022.

SECTION 4. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent (if other than the District), not later than 240 days after the end of the District's fiscal year (currently ending June 30), commencing on or prior to February 25, 2023 with the report for the fiscal year ending June 30, 2022, to provide to the MSRB, in a format prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 5 of this Disclosure Undertaking. As of the date of this Certificate, the format prescribed by the MSRB is the Electronic Municipal Market Access system. Information regarding requirement for submissions to EMMA is available at <http://emma.msrb.org>.

The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Undertaking; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report. If the District does not have audited financial statements available when it submits the relevant Annual Report, it shall submit unaudited financial statements, as described in Section 5(a) below.

(b) Not later than 15 Business Days prior to the filing date required in paragraph (a) above for providing the Annual Report to the MSRB, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent (if other than the District) shall:

(i) determine each year prior to the date for providing the Annual Report the format for filing with the MSRB; and

(ii) file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided to the MSRB.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District's preceding fiscal year (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) State funding received by the District for the last completed fiscal year;

(ii) enrollment of the District for the last completed fiscal year;

- (iii) outstanding District indebtedness, as of the last completed fiscal year;
- (iv) assessed valuation of taxable property within the District for the current fiscal year;
- (v) largest local secured taxpayers within the District for the current fiscal year; and
- (vi) the District's adopted budget for the current fiscal year.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or to the Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Designated Listed Events.

(a) The District agrees to provide or cause to be provided to the MSRB notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes; or
- (ix) Bankruptcy, insolvency, receivership or similar event of the District.
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For purposes of item (ix) above, the described event shall be deemed to occur when any of the following shall occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or other governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or

liquidation by a court or governmental authority have supervision or jurisdiction over substantially all of the assets or business of the District.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) business days after the occurrence of the event:

- (i) Unless described in paragraph 6(a)(v) hereof, other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) Modifications to rights of Owners;
- (iii) Optional, unscheduled or contingent Bond calls;
- (iv) Release, substitution or sale of property securing repayment of the Bonds, if applicable;
- (v) Non-payment related defaults;
- (vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (vii) Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent.
- (viii) Incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders.

(c) If the District determines that the occurrence of a Listed Event described in Section 6(b) hereof is material under applicable federal security laws, the District shall within ten (10) business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Undertaking shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent or Assistant Superintendent of Business Services may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is no other designated Dissemination Agent in place, the District shall act as the Dissemination Agent.

The Dissemination Agent, if other than the District, shall be paid compensation for its services provided hereunder, and reimbursement for its costs and expenses. The Dissemination Agent shall not be responsible for the form or content of any document provided by the District hereunder.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Undertaking, the District may amend this Disclosure Undertaking under the following conditions, provided no amendment to this Disclosure Undertaking shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Undertaking, the District shall have no obligation under this Disclosure Undertaking to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Undertaking shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Undertaking.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Undertaking, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the District to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

Record Keeping. The District shall maintain records of all Annual Reports and notices of material Listed Events including the content of such disclosure, the names of the entities with whom the such disclosure were filed and the date of filing such disclosure.

SECTION 13. Governing Law. This Disclosure Undertaking shall be governed by the laws of the State of California, applicable to contracts made and performed in such State of California.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

Dated: _____, 2022

ACCEPTED:

KOPPEL & GRUBER PUBLIC FINANCE,
as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Chino Valley Unified School District

Name of Issue: \$_____ General Obligation Bonds, Election of 2016, Series 2022C (Federally
Tax-Exempt)

\$_____ 2022 General Obligation Refunding Bonds (Federally Taxable)

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Disclosure Undertaking dated _____, 2022. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The foregoing internet address is included for reference only, and the information on this internet site is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners

are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in Los Angeles, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for a Bond of any authorized denomination of like tenor upon presentation and surrender at the office of the Paying Agent, initially located in Los Angeles, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

APPENDIX F

THE SAN BERNARDINO COUNTY POOL

The following information concerning the San Bernardino County Treasury Pool (the “Treasury Pool”) has been provided by the Treasurer and has not been confirmed or verified by the District, the Financial Advisor or the Underwriter. Neither the District, the Financial Advisor nor the Underwriter has made an independent investigation of the investments in the Treasury Pool nor any assessment of the current County investment policy. The value of the various investments in the Treasury Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer may change the investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Treasury Pool will not vary significantly from the values described herein. Finally, neither the District, the Financial Advisor nor the Underwriter makes any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained is correct as of any time subsequent to its date. Further information may be obtained from the Treasurer at the following website: <http://www.sbcounty.gov/ATC/Treasurer/>. However, the information presented on such website is not incorporated into this Official Statement by any reference.

APPENDIX G

CERTAIN DATA CONCERNING THE REGIONAL ECONOMY OF THE CHINO VALLEY UNIFIED SCHOOL DISTRICT

General

The District lies within San Bernardino County (the “County”) and includes property within three cities, Ontario, Chino and Chino Hills (collectively, the “Cities”). Major economic indicators, such as employment, sales and housing starts, are not available for the District. The following economic information regarding the County and the Cities is provided as a description of the regional economy.

San Bernardino County, located in Southern California, was established by an act of the State Legislature on May 23, 1853, forming the County from the eastern part of Los Angeles County. The County encompasses an area of over 22,000 square miles and includes seventeen incorporated cities.

A large and well-diversified economy ranging from agriculture to scientific equipment characterizes the County. It is widely known for its temperate climate, geographical location, and its educational and recreational facilities.

The County is the largest county in the State and the United States, encompassing 20,000 square miles. The County is bordered on the west by Los Angeles County, on the north by Kern and Inyo Counties and on the east and south by the County of Riverside. Composed essentially of three topographic regions - valley, mountain and desert - elevation in the County ranges from a high of 11,502 feet above sea level to a low of 181 feet above sea level. The Mojave Desert makes up much of the County, including the Mojave National Preserve in the eastern part of the County. The western part of the county includes the San Bernardino National Forest.

Population

Historical population figures for the Cities of Chino, Chino Hills, and Ontario, the County and the State are set forth in the table below.

POPULATION

Year	Chino	Chino Hills	Ontario	San Bernardino County	California
2017	85,562	79,278	172,858	2,139,520	39,352,398
2018	85,837	82,217	175,083	2,150,017	39,519,535
2019	87,743	82,863	178,606	2,165,876	39,605,361
2020	89,115	82,846	180,788	2,175,424	39,648,939
2021	88,184	82,661	182,004	2,175,909	39,466,855

Source: State of California, Department of Finance, Population Estimates for Cities, Counties and State.

Principal Employers

The following table lists the principal employers in the County ranked by number of employees.

PRINCIPAL EMPLOYERS San Bernardino County 2020-21

<u>Employer Name</u>	<u>Number of Employees⁽¹⁾⁽²⁾</u>	<u>Type of Business</u>
County of San Bernardino	Greater than 10,000	Public Administration
Loma Linda University Medical Center	Greater than 10,000	Medical Center
Amazon	5,000-9,999	Electronic Commerce
Ontario International Airport	5,000-9,999	Airport
Plaxicon Holding Corporation	5,000-9,999	Manufacturing
California State University San Bernardino	5,000-9,999	Education
James Jones Company	2,500-4,999	Car Repair and Maintenance
Barrett Business Services Inc	2,500-4,999	Employment Agency
Damao Luggage International Inc	2,500-4,999	Misc Durable Goods
San Manuel Indian Bingo and Casino	2,500-4,999	Recreation

⁽¹⁾ Data represents estimated number of employees.

⁽²⁾ Due to the confidentiality of reporting number of employees, ranges have been provided.

Source: San Bernardino County 'Annual Comprehensive Financial Report' draft for the fiscal year ended June 30, 2021.

Industry

The County employment centers around services, retail trade and government. The following table shows the estimated number of labor force by industry group for the Riverside -San Bernardino-Ontario Metropolitan Statistical Area and the County for the period from 2016 through 2020.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Civilian Labor Force	1,981,900	2,014,300	2,045,200	2,070,700	2,073,900
Civilian Employment	1,863,600	1,910,800	1,957,200	1,986,100	1,872,600
Civilian Unemployment	118,300	103,500	88,000	84,600	201,300
Civilian Unemployment Rate	6.0%	5.1%	4.3%	4.1%	9.7%
 Total Farm	 14,600	 14,500	 14,500	 15,400	 13,900
Total Nonfarm	1,401,400	1,452,800	1,506,000	1,552,100	1,487,800
Total Private	1,159,100	1,201,800	1,248,800	1,290,900	1,238,700
Goods Producing	190,400	196,400	206,100	208,900	200,500
Mining and Logging	900	1,000	1,200	1,200	1,300
Construction	92,000	97,400	105,200	107,200	105,000
Manufacturing	97,500	98,000	99,800	100,600	94,300
Service Providing	1,211,000	1,256,400	1,299,900	1,343,200	1,287,400
Trade, Transportation and Utilities	346,300	363,400	378,800	394,400	403,800
Wholesale Trade	61,600	62,600	65,500	67,100	64,600
Retail Trade	178,300	180,900	181,200	180,700	168,800
Transportation, Warehousing and Utilities	106,400	119,900	132,100	146,600	170,500
Information	11,800	11,600	11,400	11,500	9,400
Financial Activities	44,900	44,700	44,600	45,000	43,700
Professional and Business Services	145,100	147,300	152,000	158,700	154,000
Educational and Health Services	215,700	226,700	239,500	250,300	248,700
Leisure and Hospitality	160,200	166,300	170,600	175,900	139,200
Other Services	44,600	45,400	45,800	46,200	39,600
Government	242,300	251,000	257,200	261,200	249,100
Total, All Industries	<u>1,416,000</u>	<u>1,467,300</u>	<u>1,520,500</u>	<u>1,567,500</u>	<u>1,501,800</u>

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, March 2020 Benchmark.

Employment

The table below lists recent employment and unemployment figures for the County.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT⁽¹⁾ COUNTY OF SAN BERNARDINO 2016-2020

<u>Year</u>	<u>Labor Force</u>	<u>Employment⁽²⁾</u>	<u>Unemployment⁽³⁾</u>	<u>Unemployment Rate (%)</u>
2016	930,200	876,400	53,900	5.8
2017	942,700	895,900	46,800	5.0
2018	955,100	915,700	39,400	4.1
2019	965,000	927,400	37,600	3.9
2020	966,200	874,900	91,300	9.4

Note: Data is not seasonally adjusted.

(1) Annual averages, unless otherwise specified.

(2) Includes persons involved in labor-management trade disputes.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: California Employment Development Department, March 2020 Benchmark.

Commercial Activity

Commercial activity is an important contributor to the County's economy. The table below shows the County's taxable transactions from 2016-2020.

TAXABLE SALES COUNTY OF SAN BERNARDINO (Dollars in Thousands)

<u>Type of Business</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Retail and Food Services</u>					
Motor Vehicle and Parts Dealers	\$5,214,302	\$5,312,062	\$5,225,644	\$5,250,487	\$5,443,824
Home Furnishings & Appliance Stores	1,232,132	1,293,718	1,411,828	1,360,696	1,377,292
Building Material/Garden Equipment and Supplies	1,634,859	1,825,515	1,947,554	2,067,761	2,572,112
Food and Beverage Stores	1,297,815	1,371,778	1,457,928	1,515,920	1,678,489
Gasoline Stations	2,992,638	3,262,356	3,784,768	3,686,424	2,803,748
Clothing and Clothing Accessories/Others	2,105,944	2,214,208	2,336,827	2,486,385	2,107,971
General Merchandise Stores	3,398,364	3,512,928	3,618,710	3,724,380	4,078,967
Food Services and Drinking Places	3,326,969	3,535,455	3,693,544	3,892,261	3,438,489
Other Retail Group	3,273,977	3,275,146	3,428,976	3,601,588	5,244,380
Total Retail and Food Services	24,477,002	25,603,171	26,905,783	27,585,905	28,745,277
<u>All other outlets</u>	<u>\$12,739,548</u>	<u>\$12,796,201</u>	<u>\$13,648,240</u>	<u>14,182,842</u>	<u>14,520,235</u>
Total All Outlets	\$37,216,551	\$38,399,372	\$40,554,023	\$41,768,747	\$43,265,512

Note: Totals may not equal sums due to rounding.

Source: California Department of Tax and Fee Administration for 2016 through 2020.

TAXABLE SALES
CITY OF ONTARIO, CALIFORNIA
(Dollars in Thousands)

<u>Type of Business</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Retail and Food Services:</u>					
Motor Vehicle and Parts Dealers	\$1,508,983	\$1,496,756	\$1,476,857	\$1,490,992	\$1,499,219
Home Furnishings and Appliance Stores	189,769	217,500	213,477	213,804	190,177
Building Material/Garden Equipment and Supplies	N/A ⁽¹⁾	233,078	239,649	390,564	450,558
Food and Beverage Stores	N/A ⁽¹⁾	89,314	90,854	95,115	106,685
Gasoline Stations	N/A ⁽¹⁾	522,565	620,834	612,899	403,921
Clothing and Clothing Accessories Stores	581,247	627,651	651,408	658,968	380,853
General Merchandise Stores	209,072	221,235	220,380	219,007	236,235
Food Services and Drinking Places	401,949	421,935	451,265	472,257	363,513
Other Retail Group	1,743,290	945,313	885,444	800,018	785,827
Total Retail and Food Services	4,634,312	4,775,352	4,850,172	4,953,628	4,416,992
<u>All other outlets:</u>	<u>\$3,489,963</u>	<u>\$2,895,595</u>	<u>\$3,088,952</u>	<u>\$3,232,524</u>	<u>\$3,167,143</u>
Totals All Outlets	\$8,124,275	\$7,670,947	\$7,939,124	\$8,186,153	\$7,584,136

⁽¹⁾ Annual 2016 figures not available.

Note: Totals may not equal sums due to rounding.

Source: California Department of Tax and Fee Administration for 2016 through 2020.

**TAXABLE SALES
CITY OF CHINO, CALIFORNIA
(Dollars in Thousands)**

<u>Type of Business</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Retail and Food Services:</u>					
Motor Vehicle and Parts Dealers	\$119,818	\$130,598	\$130,667	\$119,815	\$96,497
Home Furnishings and Appliance Stores	61,305	59,242	66,382	70,771	55,508
Building Material/Garden Equipment and Supplies	N/A ⁽¹⁾	69,145	66,325	66,961	76,194
Food and Beverage Stores	42,373	43,649	45,841	51,493	60,944
Gasoline Stations	N/A ⁽¹⁾	114,420	132,639	137,149	102,153
Clothing and Clothing Accessories Stores	95,831	93,399	96,748	96,889	67,870
General Merchandise Stores	N/A ⁽¹⁾	241,099	250,944	241,935	239,433
Food Services and Drinking Places	N/A ⁽¹⁾	158,358	165,769	169,805	150,835
Other Retail Group	670,056	116,494	117,835	111,103	95,151
Total Retail and Food Services	989,385	1,026,407	1,073,153	1,065,925	944,588
<u>All other outlets:</u>	<u>\$1,116,670</u>	<u>\$1,248,057</u>	<u>\$1,466,392</u>	<u>\$1,431,622</u>	<u>\$1,662,758</u>
Totals All Outlets	\$2,106,056	\$2,274,465	\$2,539,546	\$2,497,547	\$2,607,347

⁽¹⁾ Annual 2016 figures not available.

Note: Totals may not equal sums due to rounding.

Source: California Department of Tax and Fee Administration for 2016 through 2020.

**TAXABLE SALES
CITY OF CHINO HILLS, CALIFORNIA
(Dollars in Thousands)**

<u>Type of Business</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Retail and Food Services:</u>					
Motor Vehicle and Parts Dealers	\$18,061	\$12,792	\$12,175	\$11,799	\$9,600
Home Furnishings and Appliance Stores	16,625	16,227	17,168	11,293	9,500
Building Material/Garden Equipment and Supplies	30,679	29,961	31,172	31,908	43,007
Food and Beverage Stores	40,219	40,489	40,850	38,588	42,541
Gasoline Stations	85,007	90,920	99,623	99,942	67,406
Clothing and Clothing Accessories Stores	39,275	40,935	39,954	36,102	23,125
General Merchandise Stores	124,863	132,858	132,600	137,532	123,830
Food Services and Drinking Places	157,632	163,713	166,365	174,423	140,522
Other Retail Group	68,554	63,209	57,669	54,281	50,041
Total Retail and Food Services	580,917	591,108	597,581	595,873	509,576
<u>All other outlets:</u>	<u>\$99,663</u>	<u>\$111,955</u>	<u>\$126,874</u>	<u>\$119,411</u>	<u>\$121,158</u>
Totals All Outlets	\$680,581	\$703,063	\$724,456	\$715,284	\$630,735

Note: Totals may not equal sums due to rounding.

Source: California Department of Tax and Fee Administration for 2016 through 2020.

Building Activity

In addition to annual building permit valuations, the numbers of permits for new dwelling units issued each year from 2016 through 2020 are shown in the following tables for the County and the Cities.

SAN BERNARDINO COUNTY BUILDING PERMIT VALUATIONS For Years 2016 through 2020 (Valuations in Thousands)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Residential	\$888,142	\$1,366,023	\$1,455,281	\$1,450,638	\$1,139,459
Non-Residential	<u>994,282</u>	<u>1,285,597</u>	<u>1,080,130</u>	<u>\$1,377,100</u>	<u>\$1,064,696</u>
Total	\$1,882,423	\$2,651,620	\$2,535,411	\$2,827,738	\$2,204,155
Units					
Single Family	2,896	4,235	3,311	4,096	3,631
Multiple Family	<u>976</u>	<u>2,578</u>	<u>1,775</u>	<u>1,884</u>	<u>910</u>
Total	3,872	6,831	5,086	5,980	4,541

Note: Totals may not equal sums due to rounding.
Source: California Homebuilding Foundation CHF|CIRB.

CITY OF ONTARIO BUILDING PERMIT VALUATIONS For Years 2016 through 2020

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Residential	\$119,455,612	\$239,932,043	\$517,398,634	\$328,837,354	\$114,158,739
Non-Residential	<u>95,866,324</u>	<u>122,242,822</u>	<u>185,202,363</u>	<u>\$268,018,615</u>	<u>\$125,536,668</u>
Total	\$215,321,936	\$362,174,865	\$702,600,997	\$596,855,969	\$239,695,407
Units					
Single Family	446	648	1,056	1,091	472
Multiple Family	<u>206</u>	<u>1,100</u>	<u>273</u>	<u>322</u>	<u>74</u>
Total	650	1,748	1,329	1,413	546

Note: Totals may not equal sums due to rounding.
Source: California Homebuilding Foundation CHF|CIRB.

CITY OF CHINO
BUILDING PERMIT VALUATIONS
For Years 2016 through 2020

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Residential	\$145,039,552	\$181,273,616	\$180,370,273	\$134,437,064	\$123,389,439
Non-Residential	<u>111,175,598</u>	<u>392,921,661</u>	<u>136,375,157</u>	<u>112,260,719</u>	<u>291,329,951</u>
Total	\$256,215,150	\$574,195,277	\$316,745,430	\$246,697,783	\$414,719,390
Units					
Single Family	370	602	378	520	448
Multiple Family	<u>200</u>	<u>0</u>	<u>454</u>	<u>0</u>	<u>0</u>
Total	570	602	832	520	448

Note: Totals may not equal sums due to rounding.

Source: California Homebuilding Foundation CHF|CIRB.

CITY OF CHINO HILLS
BUILDING PERMIT VALUATIONS
For Years 2016 through 2020

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Residential	\$ 96,826,900	\$212,440,845	\$180,370,273	\$19,733,046	\$18,466,030
Non-Residential	<u>44,979,000</u>	<u>25,657,753</u>	<u>11,573,829</u>	<u>10,275,178</u>	<u>24,849,230</u>
Total	\$141,795,900	\$238,098,598	\$191,944,102	\$30,008,224	\$43,315,260
Units					
Single Family	117	369	378	32	42
Multiple Family	<u>331</u>	<u>650</u>	<u>454</u>	<u>0</u>	<u>0</u>
Total	448	1,119	832	32	42

Note: Totals may not equal sums due to rounding.

Source: California Homebuilding Foundation CHF|CIRB.

APPENDIX H
ACCRETED VALUES TABLE

[To be attached following bond pricing.]

\$ _____
CHINO VALLEY UNIFIED SCHOOL DISTRICT
(San Bernardino County, California)
General Obligation Bonds, Election of 2016, Series 2022C

CONTRACT OF PURCHASE

_____, 2022

Board of Education
Chino Valley Unified School District
5130 Riverside Drive
Chino, California 91710

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), offers to enter into this Contract of Purchase (the “Contract of Purchase”) with the Chino Valley Unified School District (the “District”), which, upon the District’s acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Contract of Purchase by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as defined herein) or, if not defined in the Official Statement, in the Resolution (as defined herein).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined herein) pursuant to this Contract of Purchase is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Contract of Purchase, and (iv) the District has consulted with its own legal, accounting, tax, financial, and other professional advisors to the extent it has deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District’s General Obligation Bonds, Election of 2016, Series 2022C (the “Bonds”).

The Bonds shall accrue interest at the rates, shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds

shall be dated the date of delivery thereof (the “Date of Delivery”). [The Bonds issued as current interest bonds (the “Current Interest Bonds”) shall bear interest from such date of delivery payable semiannually on February 1 and August 1, commencing August 1, 2022. The Bonds issued as capital appreciation bonds (the “Capital Appreciation Bonds”) shall accrete in value from the date of delivery, compounded semiannually on February 1 and August 1 of each year, commencing on August 1, 2022.]

The Underwriter shall purchase the Bonds at a price of \$_____ (which is equal to the principal amount of the Bonds of \$_____, plus net original issue premium of \$_____, and less an Underwriter’s discount of \$_____). Certain costs of issuance of the Bonds shall be paid by the District in accordance with Section 12 hereof.

2. The Bonds. The Bonds shall otherwise be as described in the Official Statement, and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on February 17, 2022 (the “Resolution”), this Contract of Purchase, and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Contract of Purchase and the Resolution. The Bonds shall bear CUSIP numbers; be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). The Bonds shall initially be issued in authorized denominations of five thousand dollars (\$5,000) principal amount, or any integral multiple thereof.

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, the Continuing Disclosure Undertaking (as defined herein), this Contract of Purchase, the Preliminary Official Statement (as defined herein), the Official Statement, the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Contract of Purchase.

4. Public Offering of Bonds; Establishment of Issue Price. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover of the Official Statement and Exhibit A hereto.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Norton Rose Fulbright US LLP (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Contract of Purchase, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any

maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Contract of Purchase at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Contract of Purchase, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any retail or other third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail or other third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bond.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Contract of Purchase by all parties.

5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2022 (the “Preliminary Official Statement”). The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, redemption provisions, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “SEC”) promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”).

The Underwriter agrees that prior to the time the Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing.

6. Closing. At 9:00 A.M., California Time, on _____, 2022 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver or cause to be delivered to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bond Counsel in Los Angeles,

California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price set forth in Section 1 hereof in immediately available funds by wire transfer to the account or accounts designated by the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a unified school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power, and authority to enter into this Contract of Purchase and the Continuing Disclosure Undertaking, to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement, and to carry out and effectuate the transactions contemplated by this Contract of Purchase, the Continuing Disclosure Undertaking and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in, the Bonds, the Resolution, the Continuing Disclosure Undertaking and this Contract of Purchase have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Contract of Purchase, assuming the due authorization, execution and delivery by the other party thereto, and the Continuing Disclosure Undertaking, constitute valid and legally binding obligations of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles or the exercise of judicial discretion in appropriate cases if equitable remedies are sought, and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Contract of Purchase and the Continuing Disclosure Undertaking, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, which have not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Contract of Purchase, the Continuing Disclosure Undertaking, the Resolution and the Bonds, and the compliance with the provisions

hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under the State Constitution or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection or levy of *ad valorem* property taxes contemplated by the Resolution, and the application thereof to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Contract of Purchase, the Continuing Disclosure Undertaking or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Resolution, this Contract of Purchase, or the Continuing Disclosure Undertaking; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Contract of Purchase, the Continuing Disclosure Undertaking or the Resolution, (b) declare this Contract of Purchase to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest on the Bonds from State personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any other person or entity on behalf of the District, will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Interim Financial Report. The District has not received a qualified or negative certification in its most recent interim report pursuant to Education Code Section 42130 *et seq.*

(i) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) Continuing Disclosure. In accordance with the requirements of the Rule and pursuant to the Resolution, at or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure undertaking with respect to the Bonds (the “Continuing Disclosure Undertaking”) on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Undertaking shall be substantially in the form attached to the Official Statement as [Appendix D]. Except as otherwise disclosed in the Official Statement, the District has not, within the past five years, failed to comply in a material respect with any of its previous undertakings pursuant to the Rule to provide annual reports or notice of certain listed events.

(k) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As of the date thereof and as of the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(l) Levy of Tax. The District hereby agrees to take any and all actions as may be required by San Bernardino County (the “County”) or otherwise necessary in order to arrange for the levy and collection of *ad valorem* property taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller and Treasurer-Tax Collector (or equivalent official) of the County a copy of the Resolution, a copy of Exhibit A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding, the District in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Contract of Purchase is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page, inside front cover page, and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the “Official Statement”) in such quantities as may be requested by the Underwriter not later than seven (7) business days following the date this Contract of Purchase is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is twenty-five (25) days following the End of the Underwriting Period;

(e) References. References herein to the Preliminary Official Statement and the Official Statement include the cover, inside front cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, at its own expense, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Contract of Purchase, the “End of the Underwriting Period” is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of Closing, or otherwise agreed to by the

District and the Underwriter, the District may assume that the End of the Underwriting Period is the date of Closing.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Contract of Purchase and to take any action under this Contract of Purchase required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

10. Conditions to Closing. The Underwriter has entered into this Contract of Purchase in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Contract of Purchase are, and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Contract of Purchase;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Contract of Purchase, the Continuing Disclosure Undertaking and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Contract of Purchase or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside), or shall be pending, or, to the best knowledge of the District, threatened, which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Banking Moratorium. There has not been declaration of a general banking moratorium by federal, New York or State authorities, or a general suspension of trading on any national securities exchange;

(e) Exchange Trading Restrictions. There has been no imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) General Obligation Bond Offering Invalidation. No order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(g) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the State legislature or a decision rendered by a State Court, or a ruling, order, or regulation (final or temporary) made by a State authority, which would have the effect of changing, directly or indirectly, the State tax

consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status to any rating of the District's outstanding indebtedness (without regard to any insurance) by a national rating agency;

(4) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(5) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(6) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(7) any fact or event shall exist or have existed that requires or has required an amendment of or supplement to the Official Statement;

(8) there shall have occurred any materially adverse change in the affairs or financial condition of the District;

(9) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds; or

(10) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the date of Closing and satisfactory in form and substance to the Underwriter:

(1) Opinion of Bond Counsel. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, and addressed to the District in substantially the form set forth in the Preliminary Official Statement as Appendix B;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the opinion described in Section 10(e)(1) above;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS,” “TAX MATTERS,” and “LEGAL MATTERS – Continuing Disclosure – Current Undertaking,” to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Undertaking, and the form and content of Bond Counsel’s approving opinion with respect to the treatment of interest on the Bonds under California and federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices __, __, __ or __ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District’s compliance with its obligations to file annual reports or provide notice of the events described in the Rule, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “UNDERWRITING”; and (vii) any information with respect to the rating on the Bonds and the rating agency referenced therein, including but not limited to information under the caption “RATINGS”;

(ii) the Continuing Disclosure Undertaking and this Contract of Purchase have each been duly authorized, executed and delivered by the District, and assuming due authorization, execution and delivery by all the other parties thereto, constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as such enforcement may be subject to the application of equitable principles, and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(4) Disclosure Counsel Letter. A letter of Norton Rose Fulbright US LLP, dated the date of Closing and addressed to the District and the Underwriter, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the financial advisor to the District, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices __, __, __ and __ to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) the District's compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (vi) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "UNDERWRITING"; and (vii) any information with respect to the ratings on the Bonds and the rating agency referenced therein, including but not limited to information under the caption "RATINGS");

(5) District Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Contract of Purchase, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, the Continuing Disclosure Undertaking and this Contract of Purchase to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Preliminary Official Statement and Official Statement and on such basis certify that the Preliminary Official Statement, as of its date did not, and the Official Statement, as of its date and as of the date of Closing, did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Contract of Purchase substantially conform to the descriptions thereof contained in the Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any

supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading, and (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the best knowledge of such officials, threatened against the District, contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District on behalf of the District or the due adoption of the Resolution;

(6) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel, with respect to the Bonds;

(7) Ratings. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “____” by Moody’s Investors Service and “____” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, and (ii) that such rating has not been revoked or downgraded;

(8) Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary to or Clerk of the Board of Education of the District to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(10) Certificate of the Paying Agent. A certificate of The Bank of New York Mellon Trust Company, N.A., as the paying agent for the Bonds (the “Paying Agent”), signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that no litigation is pending or, to the best of the Paying Agent’s knowledge, threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(11) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking, substantially in the form presented in the Official Statement as Appendix D thereto;

(12) Underwriter’s Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as counsel to the Underwriter, in a form and substance satisfactory to the Underwriter; and

(13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Sections 12(c) and 14 hereof.

If the District is unable to satisfy the conditions to the Underwriter's obligations contained in this Contract of Purchase or if the Underwriter's obligations shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase may be cancelled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or, if by telephone, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** (a) To the extent that the transactions contemplated by this Contract of Purchase are consummated, the District shall pay (or cause to be paid), and the Underwriter shall be under no obligation to pay, the following costs of issuance with respect to the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees for the Bond rating; (iv) the cost of the printing and distribution of the Preliminary Official Statement and Official Statement; (v) the initial fees of the Paying Agent and Fiscal Agent (as defined herein); (vi) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; (vii) the fees and expenses of the District's Financial Advisor; and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby authorizes the Underwriter to wire a portion of the purchase price for the Bonds not to exceed \$_____ to The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the District (the "Fiscal Agent"), for the payment of such costs. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the Building Fund (as defined in the Resolution) for the Bonds. All costs in excess of the not-to-exceed amounts described above shall be paid by the District from legally available funds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out of pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP fees, the fees and disbursement of counsel to the Underwriter, and other

expenses (except those expressly provided above) without limitation, except travel and related expenses attributable to District personnel in connection with the Bond rating.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(a)(vi) above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to Chino Valley Unified School District, 5130 Riverside Drive, Chino, California 91710, Attention: Associate Superintendent, Business Services, or if to the Underwriter, to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, attention: Robert Barna, Managing Director.

14. **Parties in Interest; Survival of Representations and Warranties.** This Contract of Purchase when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Contract of Purchase is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Contract of Purchase shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Contract of Purchase.

15. **Execution in Counterparts.** This Contract of Purchase may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE LEFT BLANK]

16. **Applicable Law.** This Contract of Purchase shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter**

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted
at _____ p.m., California Time, as of the date
first above written:

CHINO VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Associate Superintendent,
Business Services

EXHIBIT A

\$ _____
CHINO VALLEY UNIFIED SCHOOL DISTRICT
(San Bernardino County, California)
General Obligation Bonds, Election of 2016, Series 2022C

\$ _____ Serial Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u> <u>Satisfied</u>	<u>Hold-the-</u> <u>Offering-</u> <u>Price Rule</u>
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\$ _____ Term Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u> <u>Satisfied</u>	<u>Hold-the-</u> <u>Offering-</u> <u>Price Rule</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

Redemption Provisions

[To Come]

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
CHINO VALLEY UNIFIED SCHOOL DISTRICT
(San Bernardino County, California)
General Obligation Bonds, Election of 2016, Series 2022C

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Stifel”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the [General Rule] Maturities.*** As of the date of this certificate, for each Maturity of the [General Rule] Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriting Group has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms.***

(a) *[General Rule Maturities]* means those Maturities of the Bonds listed in Schedule A hereto [as the “General Rule Maturities.”]

(b) *[Hold-the-Offering-Price Maturities]* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) *[Holding Period]* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2022), or (ii) the date on which an Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means Chino Valley Unified School District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2022.]

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

STIFEL, NICOLAUS & COMPANY
INCORPORATED

By:_____

Name:_____

Dated: _____, 2022

SCHEDULE A

IDENTIFICATION OF GENERAL RULE MATURITIES AND HOLD-THE-OFFERING-PRICE MATURITIES

\$_____ Serial Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>General</u> <u>Rule</u> <u>Maturity</u>	<u>Hold-the-</u> <u>Offering-Price</u> <u>Maturity</u>
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\$_____ Term Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>General</u> <u>Rule</u> <u>Maturity</u>	<u>Hold-the-</u> <u>Offering-Price</u> <u>Maturity</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(see attached)

B-B-1

4876-5177-0118v2/200356-0373