



Meeting Packet

Governing Board Meeting Agenda



Governing Board Meeting Agenda
CABRILLO UNIFIED SCHOOL DISTRICT
District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
Thursday, May 11, 2017 7:00 PM, (Closed Session 6:00 PM)

1. CALL TO ORDER - 6:00 P.M.

2. ROLL CALL / QUORUM

___ Ms. Freya McCamant, President
___ Mr. Rob Pappalardo, Vice President
___ Ms. Sophia Layne, Clerk to the Governing Board
___ Ms. Kimberly Hines, Member
___ Dr. Kirk Riemer Ph.D, Member

**3. COMMENTS FROM THE PUBLIC RELATED TO ITEMS ON
THE CLOSED SESSION AGENDA**

Anyone wishing to address the Board regarding any of the Closed Session matters may do so at this time.

4. RECESS TO CLOSED SESSION

a. Pupil Personnel/Student Matters (Education Code §35146).

The Board may hear expulsion cases and consider the requests from students for re-admittance following expulsion. Also, the Board may review student disciplinary reports, exemption requests, and other student related matters that are regarded to be confidential according to Education Code. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information.

i. Consideration of One Student Expulsion

b. Public Employee Discipline/Dismissal/Release (Government Code §54954.5, §54957).

c. Conference with Legal Counsel – Anticipate Litigation (Government code §54956.9).

Conference regarding anticipated litigation pursuant to Subdivision (b) of Section §54956.9.

d. Discuss Real Property Negotiations (Government Code §54954.5).

e. With respect to every item of business to be discussed in closed session pursuant to (Government Code §54957.6): Update School Facilities Construction.

f. Conference Regarding Labor Negotiations with District-Designated Representatives Dannis/Wolliver/Kelley, Jane Yuster, John Corry (Government Code §54957.6).

i. Cabrillo Unified Teachers' Association

ii. California School Employees' Association, Chapter 485

5. RECONVENE OPEN SESSION – 7:00 P.M.

Report action from Closed Session: if applicable.

6. PLEDGE OF ALLEGIANCE

7. ADOPTION OF AGENDA AS PRESENTED / AMENDED

8. STUDENT / STAFF / COMMUNITY RECOGNITION

9. COMMENTS FROM THE PUBLIC RELATED TO ITEMS NOT ON THIS AGENDA

Public Participation at Board Meetings

The Board of Education encourages your participation in its deliberations. If you wish to address the Board on an agenda item, please fill out a speaker card located on the agenda table at the back of the room and present it to the Administrative Assistant seated to the immediate left of the Superintendent prior to the item being called. Any additional materials you choose to present will be copied and presented to all Board members following the meeting. The Board President will randomly call on persons submitting cards. The general order of discussion on any particular agenda item during the course of a meeting is: 1) Staff presentation on item, 2) Public comment, and 3) Board deliberation and action, if so warranted. If you wish to address the Board on a matter that is not on the agenda, you may speak during the "Comments from the Public" portion of the meeting that is held near the beginning of the meeting following the same general procedures noted above. Board members are legally prohibited from discussing non-agenda items and, therefore, cannot respond to items presented at this time. Open session is audio and/or video recorded.

Board agendas are often long and time is limited. For that reason, the Board reserves the right to limit the time allocated to each speaker (three minutes) as well as the cumulative time allocated to multiple speakers who are addressing the same topic (twenty minutes). The presiding officer may rule out of order persons who unduly interrupt or otherwise interfere with the orderly conduct of business, or who use defamatory, abusive, or profane language. Irrelevant or redundant presentations may likewise be ruled out of order. In the unlikely event that the behavior of an individual is such that the Board is unable to continue to conduct its business in an orderly manner, the Board President may direct the offending individual(s) to vacate the meeting room. Finally, a citizen may place an item on the Board Agenda by submitting a written request and supporting information to the Superintendent's Office.

The Superintendent, in consultation with the Board President, will determine at which upcoming regular Board meeting the item will be scheduled. The person who requested the item will be allowed three minutes at the meeting to present the information to the Board. Following this presentation the Board may address the issue, put the issue on a future agenda for more discussion and action, refer the issue to the administration for follow-up, or take no action. In compliance with the Americans with Disabilities Act, those individuals requiring assistance and/or accommodations or *Spanish language translation in order to participate in this meeting are asked to contact the Superintendent's Office in advance at (650) 712-7112. (*Si usted necesita traducción al español para participar en esta reunión se pide que se ponga en contacto con la oficina del Superintendente antes de esta fecha al (650) 712-7112.)

10. REPRESENTATIVE REPORTS

- a. CUTA Representatives
- b. CSEA Representatives

11. REPORTS / INFORMATION / PRESENTATIONS

- a. Receive Report on the Advancement Via Individual Determination Program at Cunha Intermediate and Half Moon Bay High School

[11.a Green Sheet AVID Report.pdf \(p. 8\)](#)

[11.a.1 AVID Presentation.pdf \(p. 10\)](#)

- b. Receive Report on the Summer 2017 Intervention Programs

[11.b Green Sheet Summer School Report 2017.pdf \(p. 19\)](#)

[11.b.1 Summer Interventions Overview 2017.pdf \(p. 21\)](#)

12. DISCUSSION ITEMS

- a. Discuss the Possibility of Serving Alcohol at District Owned Facilities

[12.a Green Sheet Alcohol on District Property.pdf \(p. 27\)](#)

- b. Discuss and Hold Public Hearing for Changes to Board Policy Regarding Suicide Prevention

[12.b Green Sheet Suicide Prevention.pdf \(p. 29\)](#)

[12.b.1 Notice of Public Hearing-Suicide Prevention.pdf \(p. 31\)](#)

13. COMMUNICATIONS

- a. Board Members
- b. Student Board Member
- c. Superintendent

14. CONSENT ITEMS

The Consent Agenda

Consent items are those items judged by staff to be routine in nature, consistent with policy, and reflective of established practice. As a time-saving measure, such items are typically grouped together on what is called the "Consent Agenda" for Board consideration of action. The Consent Agenda requires a motion and a second and must be approved by a roll call vote of the Governing Board. Any Board member may direct that one or more of these items be removed from the Consent Agenda for the purpose of discussion and consideration of action.

- a. Approve Certificated Personnel Report

[14.a Green Sheet Certificated Personnel Report.pdf \(p. 32\)](#)

- b. Approve Classified Personnel Report

[14.b Green Sheet Classified Personnel Report.pdf \(p. 34\)](#)

- c. Approve the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2017-2018
[14.c Green Sheet Declaration of Need.pdf \(p. 36\)](#)
- d. Accept Donations to Cabrillo Unified School District
[14.d Green Sheet Donations.pdf \(p. 38\)](#)
- e. Accept Enrollment Report for the Seventh Month of the 2016-2017 School Year
[14.e Green Sheet Enrollment Report.pdf \(p. 40\)](#)
[14.e.1 Seventh Month 2016-2017 Enrollment Report.pdf \(p. 41\)](#)
- f. Approve Declaration of District Property as Surplus
[14.f Green Sheet District Surplus or Obsolete.pdf \(p. 42\)](#)
- g. Approve Winter Submission of the Consolidated Application and Reporting System
[14.g Green Sheet for Winter Con App.pdf \(p. 44\)](#)
[14.g.1 Feb 28 2017 Con App Submission \(1\).pdf \(p. 45\)](#)
- h. Approve a Contract with TBWB Strategies to Assess the Feasibility to Pursue a Bond and Renewal of the Existing Parcel Tax
[14.h Green Sheet TBWB Approval.pdf \(p. 54\)](#)
[14.h.1 Agreement TBWB Contract_2017_Phase 1_Redacted.pdf \(p. 55\)](#)
- i. Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186)
[14.i Green Sheet Williams Act Qtr Report.pdf \(p. 63\)](#)
[14.i.1 WMS UCP Report 4-30-17.pdf \(p. 64\)](#)
- j. Approve Designation of Representatives to the California Interscholastic Federation League for the 2017-2018 School Year
[14.j Green Sheet CIF Representatives 2017-2018.pdf \(p. 65\)](#)
[14.j.1 CIF Reps to League 17-18.pdf \(p. 66\)](#)
- k. Approve and Adopt Minutes of April 6, 2017, Regular Governing Board Meeting
[14.k Green Sheet for Board Minutes.pdf \(p. 68\)](#)
[14.k.1 Minutes for 4-6-17.pdf \(p. 69\)](#)

15. ACTION ITEMS

- a. Approve Textbook Adoption for Half Moon Bay High School
[15.a Green Sheet Textbook Adoption HMBHS.pdf \(p. 75\)](#)
[15.a.1 Math Textbook adoption.pdf \(p. 77\)](#)

[15.a.2 Spanish Textbook.pdf \(p. 89\)](#)

- b. Approve the Cabrillo Unified School District and Cabrillo Unified Teachers' Association Negotiated Agreement for 2016-2017 and 2018-2019

[15.b Green Sheet CUSD CUTA-CUSD agreement.pdf \(p. 103\)](#)

[15.b.1 CUTA agreement_Redacted.pdf \(p. 105\)](#)

[15.b.2 AB1200 16-17.pdf \(p. 112\)](#)

- c. Adopt Resolution No. 09-17: Declaration for Substitute CBEST Waiver

[15.c Green Sheet CBEST Waiver and Resolution 09-17.pdf \(p. 121\)](#)

- d. Adopt Fiscal Year-End Resolution No. 10-17 to Approve Budgetary Increases and Transfers at Year-End

[15.d Green Sheet and Resolution No. 10-17.pdf \(p. 123\)](#)

- e. Adopt Fiscal Year-End Resolution No. 11-17 to Approve Appropriating Ending Balance to a Reserve

[15.e Green Sheet for Resolution No. 11-17 Appropriating Ending Balance.pdf \(p. 125\)](#)

[15.e.1 Resolution No. 11-17.pdf \(p. 126\)](#)

- f. Approve Contract with Anderson Brule Architects Inc. For the Repair and Reconstruction of Building C at Cunha Intermediate School

[15.f Green Sheet to approve contract with anderson Brule Architects Inc.pdf \(p. 127\)](#)

[15.f.1 Cunha Intermeidate School Building C Reconstruction.pdf \(p. 129\)](#)

- g. Approve Agreement for Turf Installation at Half Moon Bay High School Track and Field

[15.g Green Sheet for Turf Installation at HMBHS.pdf \(p. 201\)](#)

[15.g.1 Half Moon Bay HS Turf Proposal CMAS 4-6-17.pdf \(p. 202\)](#)

- h. Adopt Resolution No. 12-17 Supporting Award of Lease-Leaseback Agreements

[15.h Green Sheet Lease Lease Back.pdf \(p. 207\)](#)

[15.h.1 Resolution supporting award of LLB contract - Cabrillo USD_3102978_1\(DMS\).pdf \(p. 208\)](#)

- i. Adopt Resolution No. 13-17 for Agreement of the Three Year Contract Between the State of California, Department of Rehabilitation and the Cabrillo Unified School District

[15.i Green Sheet 5.11 DOR Agreement.pdf \(p. 214\)](#)

[15.i.1 Resolution No. 13-17 DOR Agreement.pdf \(p. 216\)](#)

[15.i.2 DOR Agreement 7.1.2017 6.30.2017.pdf \(p. 217\)](#)

- j. Approve Cabrillo Unified School District Governing Board Policy

16. FUTURE BOARD AGENDA ITEMS

- a. Hold Public Hearing for Local Control Accountability Plan
- b. Hold Public Hearing on the Proposed Budget for 2017-2018
- c. Approve Local Control Accountability Plan
- d. Approve Proposed Budget for 2017-2018
- e. Approve Policy Maintenance Updates

17. FUTURE EVENTS/DATES/REQUESTS

- a. May 16 - Reclassification Ceremony, Half Moon Bay High school
6:00 PM
- b. May 18 - Cunha School Open House Night, 6:30 PM
- c. May 22 - 2017 Kent Awards Dinner, 6:00 PM, Foster City
- d. May 23 - Cabrillo Unified School District Kinder Night, at El Granada
Elementary, 6:00 PM
- e. May 25 - Kings Mountain Elementary Open House, 5:00 PM
- f. May 26 - DELAC Parent Meeting, 5:00 PM, District Office
- g. May 29 - Holiday, All Sites Closed
- h. May 30 - Middle College Graduation Ceremony, College of San
Mateo Theater, 5:30 PM
- i. June 1 - Farallone View Elementary Open House, 6:00 PM
- j. June 1 - Regular Governing Board Meeting, 7:00 PM, District Office

18. RETURN TO CLOSED SESSION (IF NECESSARY)

19. ADJOURNMENT OF THE MEETING

Meeting Curfew

Board Bylaw 9323 stipulates that the meeting of the Board shall conclude no later than 10:00 p.m. The Board, at its discretion, may extend the meeting for a defined time to finish the business at hand.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☐ CONSENT
☐ DISCUSSION
☒ INFORMATION

BOARD AGENDA NUMBER: 11.a

BOARD AGENDA ITEM: Receive Report on the Advancement Via Individual Determination Program at Cunha Intermediate and Half Moon Bay High School

DEPARTMENT: Curriculum & Instruction

CONTACT PERSON: Joy Dardenelle, Assistant Superintendent,
Curriculum & Instruction
John Nazar, Principal, Half Moon Bay High School
Jarrett Dooley, Principal, Cunha Intermediate School

BACKGROUND INFORMATION:

The Advancement Via Individual Determination (AVID) program's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID trains educators to use proven practices in order to prepare students for success for higher education, especially students traditionally underrepresented in higher education. It brings research-based strategies and curriculum to educational institutions in elementary, secondary and higher education.

- Teaches skills and behaviors for academic success
- Provides intensive support with tutorials and strong student/teacher relationships
- Creates a positive peer group for students
- Develops a sense of hope for personal achievement gained through hard work and determination

The AVID program supports Cabrillo Unified School District's Local Control Accountability Plan (LCAP) Goal 2, "Increase the percentage of students who are engaged in curriculum that prepares them to be college ready or career ready."

REPORT:

This report will highlight the AVID programs at Cunha Intermediate School and Half Moon Bay High School.

FINANCIAL IMPACT:

Financial impact is included in the budget.

RECOMMENDATION:

Receive report on the Advancement Via Individual Determination Program at Cunha Intermediate and Half Moon Bay High School.

*Cabrillo Unified
School District*

AVID Presentation Cabrillo Unified School District

John Nazar, Half Moon Bay High School, Principal
Jarrett Dooley, Cunha Intermediate School, Principal



*Cabrillo Unified
School District*

Introduction & Overview: *Advancement via Individual Determination*

What AVID Does

- Trains educators
- Proven practices
- Prepares traditionally underrepresented students for success

How AVID Works

- Research-based & CCSS-aligned strategies
- Training and methodologies
- Increasing critical thinking, literacy, and math skills to all students

- AVID Mission Statement -

"AVID's mission is to **close the achievement gap** by preparing all students for **college readiness** and **success** in a global society."



Impact in Cabrillo Unified: *Advancement via Individual Determination*

- Teaches skills and behaviors
- Provides intensive support
- Creates a peer group for students
- Sense of hope for personal achievement
- System for grades 6-12
- Intentional & Ongoing Articulation & PD
- Schoolwide AVID at Cunha & HMBHS



Class of 2022 first students with 6-12 AVID



AVID at Cunha

2013-2014

- AVID Site team
- 1 AVID 8

2015-2016

- Increase Site Team, Summer Institute, Lead PD, Integrate Socratic Seminar
- 1 AVID 6, 1 AVID 7 & 1 AVID 8

2014-2015

- Increase Site Team, Summer Institute, Lead PD
- Align with Common Core, integrate Cornell Notes
- 1 AVID 7 & 1 AVID 8

2016-17

- Expansion of above
- 1 AVID 6 Wheel, 1 AVID 6, 1 AVID 7, 2 AVID 8



Certified AVID Site in 2015!



Cabrillo Unified School District





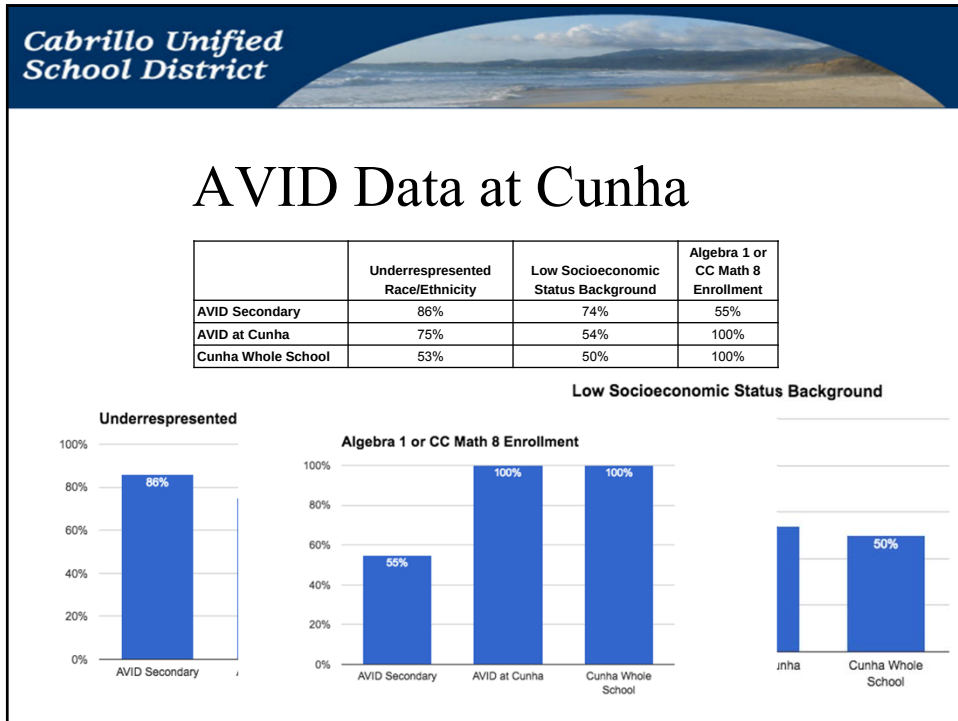
Cabrillo Unified School District

AVID at Cunha

- Writing
 - Quick writes, essays, and more
- Inquiry
 - Tutorials, Levels of Questions
- Collaboration
 - Socratic Seminars, Philo. Chairs
- Organization
 - BINDERS!
- Reading
 - Marking the Text, Close Reading







Cabrillo Unified School District

AVID Data at Cunha

- 54% Reclassified English Learner
- 97.41% Attendance Rate
 - School wide 96.3%
- SBAC ELA: + 24 SS points
- SBAC Math: + 17 SS points
- Average of 3.0 GPA

Student Testimonial

- Elizabeth Rodriguez
- Karla Castro
- Mitzi Hernandez
- Michelle Hernandez



AVID at HMBHS

- Writing
 - consists of an essential, complex set of tools that enhance critical thinking—good writers tend to be good thinkers, and improving cognitive skill enhances one's writing ability.
- Inquiry
 - Critical Thinking - thinking is not driven by answers but by questions
- Collaboration
 - groups engaged in “co-laboring” toward meaningful learning outcomes
- Organization
 - Managing time effectively
- Reading
 - reading with purpose - Fundamental to success in college



Cabrillo Unified School District

AVID Curriculum Highlights

Freshmen Year • An Argument for Character Project • How-To Speech • A-G Requirement Project • Socratic Seminars/Philosophical Chairs Sophomore Year • Community Service Project • A-G to University Project • He Named Me Malala Project • Socratic Seminars/Philosophical Chairs	Junior Year • University Research Project • AVID Spring Break Field Trip Research • Personal Statement Drafting • University Short List • Socratic Seminars • SAT/ACT Prep Senior Year • Ongoing Scholarship Applications • University Application Season • University Life Budget • Freshman Life Project
---	--




AVID VISITATIONS

2014

UC Santa Cruz
Google

2015

UC Berkeley - Graduation
CSU Maritime Academy

2016

CSU Monterey
Monterey Bay Aquarium
UC Davis
Sacramento State

2017

Sonoma State
Zynga
May--Stanislaus
TBD May--Mills
TBD May--University of the Pacific

Spring Break Schools 2016

UC San Diego
San Diego State University
UC Merced
CSU Northridge
Chapman University
UC Irvine
CSU Long Beach
Loyola Marymount
University
UCLA
CSU San Marcos
CSU Fullerton

Spring Break Schools 2017

CSU Channel Islands
CSU Pomona
CSU Stanislaus
San Diego State University
UC Merced
CSU Northridge
UC Riverside
CSU Long Beach
Whittier College
Loyola Marymount
University
CSU San Marcos
CSU Fullerton



AVID at HMBHS

- 99% of our AVID students from the last school year were A - G eligible
- Over the past three years, we have seen a significant increase in our Latino students (in large part due to AVID) acceptance to four year Universities - there were 87 in Spring of 2013, there were 138 in the Spring of 2015!



AVID IV Data

95% of AVID Seniors applied for Financial Aid & Local Scholarship Application

95% of AVID Seniors applied to a CSU or UC School

90% of AVID Seniors took the ACT or SAT Test

80% of AVID Seniors plan to work in college

50% of students plan to live on campus next year as first time Freshman

50% of students applied and were accepted into the Educational Opportunity Program (EOP) Program at several CSUs -support for lower income students

Majors Students are Considering:

- Early Childhood Development
- Political Science
- Nursing
- Engineering
- * Veterinary Sciences
- * Biology
- * Kinesiology
- * Education



AVID IV Data

Students plan on attending the following colleges and universities in the Fall

CSU Schools

- CSU San Marcos
- CSU East Bay
- San Jose State
- San Francisco State
- Humboldt State University
- Sonoma State University

Private Universities

- Woodbury University
- Notre Dame De Namur

UC Schools

- UC Santa Barbara

Community Colleges

- Canada College
- San Mateo City College
- Skyline Community College



*Cabrillo Unified
School District*

Thank You & Questions



CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☐ CONSENT
☐ DISCUSSION
☒ INFORMATION

BOARD AGENDA NUMBER: 11.b

BOARD AGENDA ITEM: Receive Report on the Summer 2017 Intervention Programs

DEPARTMENT: Curriculum & Instruction

CONTACT PERSON: Joy Dardenelle, Assistant Superintendent,
Curriculum & Instruction

BACKGROUND INFORMATION:

Cabrillo Unified School District (CUSD) will provide summer intervention to support our Local Control Accountability Plan (LCAP) Goals, especially the goals of literacy and reclassification as well as college and career readiness.

The CUSD summer intervention is a collection of smaller district programs. The Curriculum and Instruction department coordinates summer school through working collaboratively with school site leaders and district level departments including Technology, Categorical Programs, Pupil and Personnel Services, Business, Food Services, Maintenance and Transportation, and Special Education.

REPORT:

The following are the programs planned for Summer 2017:

Program	Funding	Location
Migrant Pre-School	Big Lift	Los Listos Pre-School
Big Lift Inspiring Summers (incoming grades K-3)	Big Lift	El Granada
Elementary Intervention (incoming grades 3-5)	LCAP, Title I, Title III	El Granada
Special Education (incoming grades Pre-K-5)	Special Education	El Granada
A-G and Credit Recovery (current grades 9-12)	LCAP	Half Moon Bay High School

Jump Start Reclassification (incoming grades 6-12)	LCAP	Half Moon Bay High School
Migrant (incoming grades 6 and 9)	Migrant	Half Moon Bay High School
Special Education (incoming grades 6-12)	Special Education	Half Moon Bay High School

FINANCIAL IMPACT:

Financial impact is included in the budget.

RECOMMENDATION:

Receive report on the Summer 2017 Intervention Programs.

*Cabrillo Unified
School District*

Cabrillo Unified School District Summer Intervention Programs

Joy Dardenelle,
Assistant Superintendent, Curriculum and
Instruction

May 11, 2017



*Cabrillo Unified
School District*

District Goals

Goal 1: Literacy and English Learner
Reclassification

Goal 2: College and Career Readiness

Goal 3: Parent Engagement

Goal 4: Safety and School Climate



Overview

- Serving targeted Pre-K through 12th grade students
- 3 locations:
 - Los Listos Pre-School
 - El Granada Elementary School
 - Half Moon Bay High School
- Varying Funding Sources



Migrant Preschool

Location:

Los Listos Preschool

Funding:

Big Lift

Purpose:

Year-round preschool
for Migrant students

Number of Classes:

(1) AM class
(1) PM class



*Cabrillo Unified
School District*

Big Lift Inspiring Summers

Location:

El Granada Elementary

Funding:

Big Lift

Purpose:

Support literacy by third grade through high quality summer learning for incoming Kinder through 2nd income-qualified students.

Number of Classes:

(3) Incoming Kinder
(4) Incoming 1st
(4) Incoming 2nd



*Cabrillo Unified
School District*

Elementary Intervention

Location:

El Granada Elementary

Funding:

Local Control
Accountability Plan
(LCAP), Title I, Title III

Purpose:

Support literacy and math readiness for target groups of incoming students in grades 3-5.

Number of Classes:

(3) Incoming 3rd
(3) Incoming 4th-5th



*Cabrillo Unified
School District*

Special Education

Location:

El Granada Elementary

Funding:

Special Education

Purpose:

Provide Extended School Year (ESY) for qualified students in Pre-Kindergarten through 5th grade.

Number of Classes:

- (1) Pre-K - Incoming K
- (2) Incoming 1st-3rd
- (3) Incoming 4th-5th



*Cabrillo Unified
School District*

A-G and Credit Recovery

Location:

Half Moon Bay High School

Funding:

LCAP

Purpose:

Provide access to on-time high school graduation. Provide access to A-G courses during summer.

Number of Classrooms:

2 Classrooms



*Cabrillo Unified
School District*

Jump Start Reclassification

Location:

Half Moon Bay High
School

Funding:

LCAP

Purpose:

Reclassification of
secondary students

Number of Classes

6 classes



*Cabrillo Unified
School District*

Migrant Secondary

Location:

Half Moon Bay High
School

Funding:

Migrant

Purpose:

Provide a bridge
program of English
Language support for
incoming 6th and 9th
grade Migrant
students.

Number of Classes:

(1) Incoming 6th

(1) Incoming 9th



*Cabrillo Unified
School District*

Special Education

Location:

Half Moon Bay High
School

Funding:

Special Education

Purpose:

Provide Extended
School Year (ESY) for
qualified students in
6th through 12 grades.

Number of Classes:

(1) Intermediate
(1) High School



CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☐ CONSENT
☒ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 12.a

BOARD AGENDA ITEM: Discuss the Possibility of Serving Alcohol at District Owned Facilities

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

Assembly Bill 2073 removed the prohibition regarding alcoholic beverage control in public schoolhouses (i.e. school district owned facilities). We have consulted with both the San Mateo County School Insurance Group and San Mateo County Counsel regarding what changes would be necessary in order to protect the district should it allow the consumption of alcohol on district properties. They report to us that there would not be changes required in either Board policy or administrative regulations. Rather language would need to be added to the District's Facilities Use Agreement.

The recommended language is as follows:

1. The group wishing to serve alcohol shall obtain a license from the California Department of Alcohol Beverage Control and that any breach of the terms of that license and permit shall be grounds for immediate ejection of the entire activity from the premises, in addition to any to any applicable criminal or regulatory penalties.
2. Groups shall provide a certificate of insurance with limits of at least \$1 million per person, \$2 million per incident or occurrence , and Liquor Liability coverage of at least \$2 million per incident or occurrence. All such insurance must be shown in the endorsement and shall name the District as an additional insured.
3. Groups will not allow minors to be present at the activities when alcohol is served irrespective of what is allowed under the issued Alcohol Beverage Control (ABC) permit indicates.
4. Groups will not permit the individual sale of alcoholic beverages on the premises.

REPORT/PROPOSAL:

The purpose of these discussions is about the following questions:

1. Should alcoholic beverages be allowed to be served in public schoolhouses (i.e. district owned properties)?
2. Should alcoholic beverages be allowed at all district sites or only selected sites?
3. What, if any stipulations, beyond the recommendations of the San Mateo County Insurance Group and San Mateo County Counsel, should there be on those facilities if alcoholic beverages are consumed?
4. Discuss and give guidance to the Superintendent regarding the possibility of serving alcohol at District owned facilities.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Discuss the possibility of serving alcohol at District owned facilities.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☐ CONSENT
☒ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 12.b

BOARD AGENDA ITEM: Discuss and Hold Public Hearing for Changes to Board Policy Regarding Suicide Prevention

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

Suicide is an issue for people from all education and socioeconomic backgrounds. The likelihood of students, faculty, or staff encountering a student at risk of suicide is real, even in the elementary grades. According to the federal Centers for Disease Control and Prevention (CDC), suicide is the second leading cause of death for youth and young adults, ages 10-24.

Our teachers, mental health staff, and other school personnel, because of their close and consistent contact with students, are in a prime position to recognize the warning signs of suicide and to make appropriate referrals that may help. In recognition of this, in an effort to ensure schools staff have the knowledge, tools, and resources to identify and effectively respond to students who may be suicidal, the California Legislature recently passed AB 2246 (Suicide Prevention Policies in Schools). The bill requires county offices of education, school districts, and charter schools serving students in grades 7-12 to adopt a student suicide prevention policy. The policy must be adopted at a regular board meeting and be in place before the 2017-2018 school year. The policy must, at a minimum, address: (1) procedures for suicide prevention, intervention, and postvention; (2) the needs of high-risk groups including youth bereaved by suicide, homeless youth, youth with disabilities, mental illness, or substance use disorders, and lesbian, gay, bisexual, transgender, or questioning youth; and (3) any suicide awareness or prevention training to be provided to teachers.

To meet the content requirements of AB 2246, the California School Board Association has created a sample Board Policy and Administrative Regulation 5141.52 (Suicide Prevention). In support of the efforts to reduce youth suicide, and to help Districts prevent and respond to youth suicide, the San Mateo County Office of Education (SMCOE) and San Mateo County Health System created the San Mateo County Schools Suicide Prevention Toolkit, which will be available in its final form shortly. (See attached Draft) The toolkit was developed through an extensive collaborative process involving community stakeholders, school mental health professionals, and suicide prevention experts including staff from County Behavioral Health and Recovery Services (BHRS). It outlines guidelines for identifying, intervening, and responding to suicidal and self-injurious students. It also offers best practices to school site crisis teams to be used in the aftermath of a student death by suicide. The toolkit is divided into three sections.

1. The first section provides guidelines regarding the training and education of staff, formation of a crisis response team, signs of students at risk for suicide, student risk assessments, and responses to student self-injury, hospitalization, and suicide.

2. The second section provides important forms, including forms for use by mental health professionals and members of the school site crisis response team and/or administration to evaluate, respond to, and document a suicide risk assessment; as well as forms documenting the release of a student to parents for psychiatric assessments and materials to provide to students and parents in the event of a suicide.

3. The final section of the toolkit contains the Return to School Information Packet that will help staff work with students and parents as a student transitions back to school after a suicide attempt or psychiatric hospitalization. To support this toolkit and its implementation, the COE and BHRS will be offering suicide prevention training and materials.

REPORT/PROPOSAL:

As part of AB2246 it is required that governing boards have a public hearing in order to receive input before adopting the new suicide prevention board policy and associated administrative regulation.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Disucss and hold public hearing for changes to Board policy regarding Suicide Prevention.



CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Ave, Half Moon Bay, CA 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Jane Yuster

GOVERNING BOARD
Kimberly Hines
Sophia Layne
Freya McCamant
Robert Pappalardo
Kirk Riemer

NOTICE OF PUBLIC HEARING

The Cabrillo Unified School District will hold a public hearing on the Governing Board Policy regarding Suicide Prevention on Thursday, May 11, 2017 at 7:00 p.m. in the Board Room of the Cabrillo Unified School District Office located at 498 Kelly Avenue, Half Moon Bay, California. Any stakeholder may appear before the Cabrillo Unified School District Board of Trustees and speak to the proposal or any item therein.

Thursday, May 11, 2017 at 7:00 PM
Cabrillo Unified School District
Governing Board Room
498 Kelly Avenue
Half Moon Bay, CA 94019

Posted May 1, 2017

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.a

BOARD AGENDA ITEM: Approve Certificated Personnel Report

DEPARTMENT: Personnel

CONTACT PERSON: John Corry, Assistant Superintendent, Personnel and Pupil Services

BACKGROUND INFORMATION:

The following personnel items are submitted for your ratification/approval.

1. RESIGNATION

Lisa Brent, English Teacher, Half Moon Bay High School, effective June 16, 2017.

Javier Gutierrez, Assistant Principal, Cunha Intermediate School, effective June 30, 2017.

Brandon Robinson, Math Teacher, Half Moon Bay High School, effective June 16, 2017.

Sarah Trauben, History Teacher, Half Moon Bay High School, effective June 16, 2017.

2. REQUEST FOR REDUCED CONTRACT FOR 2017-2018

Employee	Assignment	Request	Site
Carrie Blanton	Math	From 1.0 to 0.60 FTE	HMBHS
Matthew Rippberger	Social Studies	From 1.0 FTE to 0.83 FTE	Cunha

3. OFFERS OF EMPLOYMENT OF SUBSTITUTE TEACHERS

<i>Employee</i>
Choy, Raymond
McHugh, Robert
Schafer, Rhiana

FINANCIAL IMPACT:

Financial impact is included in the budget.

RECOMMENDATION:

Approve the Certificated Personnel report.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.b

BOARD AGENDA ITEM: Approve Classified Personnel Report

DEPARTMENT: Personnel

CONTACT PERSON: John Corry, Assistant Superintendent, Personnel and Pupil Services

BACKGROUND INFORMATION:

The following personnel items are submitted for your ratification/approval.

1. OFFER OF EMPLOYMENT FOR 2016-2017

Nancy Arevalos, Paraprofessional Special Education II, El Granada Elementary School, effective April 17, 2017.

Anne Barreto, Data Specialist, District Office, effective April 17, 2017.

Shane Modena, Custodian II, Pilarcitos High School/Event Center, effective March 28, 2017.

2. RETIREMENT

Kathy Baldwin, Paraprofessional Special Education II, El Granada Elementary School, effective June 15, 2017. Ms. Baldwin was hired on November 1, 1993.

Pamela Sciaroni, Paraprofessional Special Education I, Hatch Elementary School, effective June 15, 2017. Ms. Sciaroni was hired on January 20, 2004.

3. RESIGNATION

Jjulio Vidrio-Vasquez, Campus Security Assistant, Half Moon Bay High School, effective May 5, 2017.

FINANCIAL IMPACT:

Financial impact is included in the budget.

RECOMMENDATION:

Approve the Classified Personnel report.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☐ ACTION
- ☒ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 14.c

BOARD AGENDA ITEM: Approve the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2017-2018

DEPARTMENT: Personnel

CONTACT PERSON: John Corry, Assistant Superintendent, Personnel and Pupil Services

BACKGROUND INFORMATION:

With the approval of Title 5 Regulations, starting July 1, 1994, the ability to employ or assign persons who are not appropriately credentialed for their assignment will be under the legal authority of the Commission on Teacher Credentialing.

A Declaration of Need for Fully Qualified Educators must be submitted annually to the Commission on Teacher Credentialing. This declaration is valid for no more than twelve months and expires on June 30, 2018.

REPORT:

The declaration must include:

- Titles of Limited Assignment Permits the employing agency anticipates will be requested;
- Efforts the employing agency made to recruit certificated individuals and to certify, assign, and develop fully-qualified individuals;
- Verification that the declaration was adopted by a school district, county superintendent, or state school administrator.

The 2017-2018 Declaration of Need for Fully-Qualified Educators anticipates emergency permits for the following areas: CLAD Credential, and BCLAD Credential.

FINANCIAL IMPACT:

There is no financial impact to the general fund.

RECOMMENDATION:

Approve the intent to submit a Declaration of Need for Fully Qualified Educators for the 2017-2018 school year.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.d

BOARD AGENDA ITEM: Approve Donations to Cabrillo Unified School District

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

The Governing Board routinely reviews the monthly donation reports.

REPORT/PROPOSAL:

Pursuant to the Governing Board Policy 3290, the Governing Board is to accept donations on behalf of the district or any school in the district.

HALF MOON BAY HIGH SCHOOL

\$2,200.

Sport/Club/Scholarship

Heather & Scott Stambaugh
Randy Ralston & Linda Mendiola
Deidre Harger
Patricia & Mark Reed
Julia & Brian Ginna TTEE
Terri & Cornelius Dempsey III
Mary Pat & Wolfgang Frank
Margaret Watson
Cindy Chong & Patrick Co
Birgitta & Benjamin Bower
Lucy Bradshaw & Torrey Leth
Ana Ramirez-Guevara & Casildo Guevara
Carrie & Raymond Fisher
Velma & Richard Atkinson

The Dry Wall Repair Guy
Heide Kuiper, State Farm Insurance
Amy & Del Outman
Lisa O'Keefe
Susan & Michael Perkins
Kim & Andrew Dellins
Mia Walker & Ryan Lincoln
Martha Partida & Alfonso Tejeda
Ana Ramirez-Guevara & Salvador Guevara
Lisa & Brian Lewis

PILARCITOS HIGH SCHOOL \$100.00

Mr. & Mrs. Orman

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve donations to Cabrillo Unified School District.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.e

BOARD AGENDA ITEM: Accept Enrollment Report for the Seventh Month 2016-2017 School Year

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

The Governing Board routinely reviews the monthly enrollment reports.

REPORT/PROPOSAL:

The enrollment report for the seventh month of the 2016-2017 school year is being presented to the Governing Board for information.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Accept enrollment report for the seventh month of the 2016-2017 school year.

**CABRILLO UNIFIED SCHOOL DISTRICT
2016-2017 SCHOOL YEAR
ENROLLMENT REPORT**

School Month No.	7							Date:	3/31/2017
Grade	El Granada	Farallone View	Hatch	Kings Mountain	Cunha	Half Moon Bay High	Pilarcitos	Home & Independent Study	TOTALS
TK	12	14	12	0	-	-	-	0	38
K	57	56	96	12	-	-	-	0	221
1	53	46	99	12	-	-	-	0	210
2	62	43	105	9	-	-	-	0	219
3	66	47	118	12	-	-	-	0	243
4	59	54	91	12	-	-	-	0	216
5	93	58	94	9	-	-	-	0	254
6	-	-	-	-	256	-	-	0	256
7	-	-	-	-	254	-	-	1	255
8	-	-	-	-	256	-	-	2	258
9	-	-	-	-	-	251	0	2	253
10	-	-	-	-	-	217	5	6	228
11	-	-	-	-	-	244	12	5	261
12	-	-	-	-	-	221	20	14	255
Total Regular Enrollment	402	318	615	66	766	933	37	30	3167
SDC Student Enrollment	26	0	0	0	21	15	0	0	62
TOTAL ENROLLMENT	428	318	615	66	787	948	37	30	3229
Total Enrollment as of 3/18/16	461	330	623	64	775	968	34	24	3279
Difference between 3/18/2016 Total Enrollment and 3/31/2017 Total Enrollment	-33	-12	-8	2	12	-20	3	6	-50
Total Enrollment as of 3/03/17	427	318	616	66	787	954	33	30	3231
Difference between 3/03/17 Total Enrollment and 3/31/17 Total Enrollment	1	0	-1	0	0	-6	4	0	-2

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☐ ACTION
- ☒ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 14.f

BOARD AGENDA ITEM: Approve Declaration of District Property as Surplus

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND:

The Governing Board recognizes the need to continually enhance student learning by providing access to high quality textbooks, equipment and other instructional materials. From time to time, the District identifies furniture and equipment that is no longer needed. These items are catalogued and a notice is sent to the school sites advertising the free distribution of these items. The remaining items are then brought to the Board for the purpose of being declared surplus. This action allows us to either sell or donate the items.

REPORT/PROPOSAL:

The District has identified the following:

- A 1991 Ford Diesel 1 Ton Pick Up F350 – CUSD #21 VIN# 1FDJF37MOMKA82881 that is no longer operational
- Seven (7) shelves; seven (7) shelving units
- Seventeen (17) tables
- Two (2) damaged white boards
- One (1) old desk
- One (1) old TV and VCR player
- Two (2) built-in coat racks
- One (1) wooden chair
- Three (3) room dividers
- One (1) door
- One (1) poster maker

Once declared, “surplus” items will be sold or donated as circumstances permit.

FINANCIAL IMPACT:

There may be a small positive financial impact to the General Fund.

RECOMMENDATION:

Approve declaration of District property as surplus.

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☐ ACTION
- ☒ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 14.g

BOARD AGENDA ITEM: Approve the Winter Submission of the Consolidated Application & Reporting System

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

Each year, the District is required to submit an application for funding categorical programs and for close out of prior year carryover of categorical programs in which the district participates. These programs include:

Title I Part A Entitlement

Title II Part A Teacher and Principal Training and Recruiting

Title III Part A English Learner

REPORT/PROPOSAL:

The report submitted to the California Department of Education includes the application for funding, prior and current year funding allocations, funding reservations, and funding expenditure reports.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve the winter submission of the Consolidated Application & Reporting System.

2016-17 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259

Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

2016-17 Title I, Part A entitlement	\$224,337
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$224,337
Note: In order for the 2015-16 Allowable Carryover amount to be pre-populated, the 2015-16 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2015-16 Allowable Carryover	\$0
(Allowable values are the 12 month 2015-16 carryover amount or, whichever is less either the 15 month 2015-16 carryover amount or 15% of the 2015-16 entitlement plus transfers-in amount)	
Repayment of funds	
2016-17 Total allocation	\$224,337
Indirect cost reservation	\$11,896
Administrative reservation	\$21,753
2016-17 Title I, Part A adjusted allocation	\$190,688
Indirect Cost and Administration Calculation Tool To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on http://www.cde.ca.gov/fg/ac/ic/ , below are recommended values.	
2016-17 Approved indirect cost rate	5.60%
Maximum allowable indirect cost reservation	\$11,896
Recommended administration reservation	\$21,753

*****Warning*****

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

2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit private school low income students	
Total participating attendance area low income students	1,335
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	\$190,688
------------------------------------	-----------

Parental Involvement

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$0
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$0
Public school parental involvement	\$0
Balance available for LEA parental involvement activities	\$0

Direct and Indirect Services

Direct or indirect services to homeless children, regardless of their school of attendance	\$1
Homeless services provided (Maximum 500 characters)	Services if needed are defined in Local Control Accountability Plan.
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Other neglected or delinquent services	

*****Warning*****

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

2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

Program Improvement (PI)

The following reservation is required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Program Improvement activities (Including Alternative Supports and public school Choice Transportation.)	\$45,114
Program Improvement comments (Maximum 500 characters)	

Program Improvement Professional Development

Professional development funds Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?	Yes
PI professional development (Minimum 10% of the entitlement plus transfers in.)	\$19,068
2015-16 PI professional development carryover	
Total PI professional development	\$19,068

*****Warning*****

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

2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Allowed Reservations**Professional development for credentialed teachers and highly qualified paraprofessionals**

Professional development for teachers and paraprofessionals	
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

District-wide Instructional Programs

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

Other School Programs

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$0

Other Allowable Reservations

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

Program Improvement Activities

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	
Professional development of credentialed teachers	
Technical assistance to schools	\$13
Summer school, intersession programs or before and after school programs	

*****Warning*****

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

2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956

Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Reservation Summary

Adjusted Allocation	\$190,688
Total required reservations	\$64,183
Total allowed reservations	\$13
Allocations after reservations	\$126,492
Total nonprofit private school set aside	\$0
Nonprofit private school Parental Involvement set-aside	\$0
Public school Parental Involvement set-aside	\$0
Amount available for Title I, Part A school allocations	\$126,492

*****Warning*****

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

2016-17 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Teacher & Principal Training & Recruiting.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov, 916-324-5689

Juan J. Sanchez, Educator Excellence Office, jsanchez@cde.ca.gov, 916-319-0452

2016-17 Title II, Part A entitlement	\$60,676
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$60,676
Repayment of funds	
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2016-17 Allocation	\$60,676
Administrative and indirect costs	\$1,213
2016-17 Title II, Part A adjusted allocation	\$59,463

*****Warning*****

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

2016-17 Title III, Part A English Learner LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title III, Part A English Learner, and to report required reservations.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

2016-17 Title III, Part A English Learner entitlement	\$87,394
Repayment of funds	
2016-17 Allocation	\$87,394
Administrative and indirect costs	\$1,747
2016-17 Adjusted allocation	\$85,647

*****Warning*****

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

2016-17 Title III, Part A English Learner YTD Expenditure Report, 6 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through December 30, 2016.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized English Learners Sub-grantee Activities**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.
Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III, Part A English learner entitlement	\$87,394
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$31,521
2000-2999 Classified personnel salaries	\$542
3000-3999 Employee benefits	\$6,507
4000-4999 Books and supplies	\$14,766
5000-5999 Services and other operating expenditures	\$6,955
Administrative and indirect costs	\$1,747
Total year-to-date expenditures	\$62,038
2016-17 Unspent funds	\$25,356
General comment (Maximum 500 characters)	

*****Warning*****

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

2016-17 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	Yes
Title I, Part C (Migrant Education) SACS Code 3060	Yes
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Educator Quality) SACS Code 4035	Yes
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	Yes
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	Yes

*****Warning*****

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

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☐ ACTION
- ☒ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 14.h

BOARD AGENDA ITEM: Approve a Contract with TBWB Strategies to Assess the Feasibility to Pursue a Bond and Renewal of the Existing Parcel Tax

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

On June 4, 1996, the voters in the Cabrillo Unified School District approved Measure K, a \$35-million-dollar school facilities bond. Measure K was a 25-year bond and its term will expire in 2021. On June 5, 2012, the voters in the Cabrillo Unified School District approved Measure S, authorizing the District to issue \$81 million in school facilities bonds. Measure S is a 25-year bond and its term will expire in 2037. On June 3, 2014, the voters within the Cabrillo Unified School District approved Measure B, a parcel tax measure to augment the District budget and preserve valued programs and services. The parcel tax expires at the end of the 2019-2020 school year. TBWB Strategies partnered with the District to pass Measures S and B.

REPORT/PROPOSAL:

TBWB Strategies has demonstrated their effectiveness in assisting in the passage of Measures S and B. The District is considering whether to not to pursue a school facilities bond and the renewal of the parcel tax. TBWB Strategies would be of immense assistance in determining the feasibility of asking the voters to approve a school facilities bond and to renew Measure B. This agreement would provide the feasibility study to inform the Governing Board whether or not to pursue a facilities bond and the renewal of the parcel tax.

FINANCIAL IMPACT:

There is an impact to the general fund of \$6,500 per month plus expenses during the period of time this work is underway. The cost of conducting the polling survey is \$26,500.

RECOMMENDATION:

Approve a contract with TBWB Strategies to assess the feasibility to pursue a Bond and renewal of the existing parcel tax.

MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of April 1, 2017 (the "Effective Date") by and between Cabrillo Unified School District ("Client") and PUBLIC FINANCE STRATEGIES LLC, DBA TBWB STRATEGIES, a California Limited Liability Company ("TBWB").

RECITALS

- A. Client needs assistance evaluating the electoral feasibility of a revenue measure, developing the measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.
- B. TBWB is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.
- C. Client desires that TBWB provide certain consulting services to Client with respect to a Measure related to determining feasibility of a revenue measure ("Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

- 1. Engagement of TBWB. Client hereby engages TBWB to perform the following services (collectively, "Services"):
 - a. Phase 1 Feasibility Assessment. TBWB shall perform any of the following services as needed to assess the electoral feasibility of the Measure for Client:
 - 1) Develop potential Measure scenarios to meet the District's facility funding needs to be tested in polling;
 - 2) TBWB shall supervise creation of new scientific survey of registered voters, to be conducted by EMC Research ("Pollster"), including recommending draft language for questions and taking an active role in questionnaire development, targeting and related matters;
 - 3) Collaborate with a Pollster to design, conduct and analyze an opinion survey of voters in the District to assess the electoral feasibility of a Measure;
 - 4) TBWB shall ensure that Pollster's survey is created and conducted in a timely manner;
 - 5) Analyze voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
 - 6) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
 - 7) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Measure;

- 8) Work with Pollster to make specific recommendations regarding an optimal election date, bond amount, tax rate and other important ballot measure features; and
 - 9) Client shall own all polling data from the scientific survey of registered voters;
 - d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWB shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWB shall not be required to employ any additional personnel to assist TBWB in the performance of TBWB's duties. TBWB may recommend that Client hire additional personnel to assist TBWB. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not TBWB. The foregoing shall not limit TBWB's right to hire, pay, and /or discharge its own employees.
2. Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until:
- a. Either June 15, 2017, or the presentation of the polling results to the Board of Trustees by the pollster and TBWB, whichever comes first.
 - b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
 - c. Termination of this Agreement by TBWB at any time for non-payment of any amount owed to TBWB under Section 3.
3. Compensation. In consideration for the Services to be rendered by TBWB pursuant to this Agreement, Client shall pay the following fees to TBWB:
- a. Base Consulting Fee. TBWB shall be paid a Base Consulting Fee of \$6,500 per month, payable within 30 days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of service if less than a full calendar month.
 - b. Polling Fee: In addition to the Base Consulting Fee, TBWB shall be paid \$26,500 for the voter survey by Pollster, within 30 days of receipt of invoice. Fifty percent (50%) of the fee will be billed once the project kick off meeting has been held or the Pollster has been working on the questionnaire (whichever comes first), with the payment due once the questionnaire has been finalized and the survey is in the field. The remaining fifty percent (50%) is due upon the District's receipt of the topline report. This all-inclusive fee includes the option for an internet/telephone voter survey as well as all hours, meetings, travel, conference calls and other work as it relates to designing and conducting a voter survey, including presenting final results and recommendations to the Board.

- c. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from TBWB by Client according to the agreed upon schedule of prices, which will be provided upon request. The schedule of prices lists the entire cost of purchasing or renting media goods and services from TBWB. TBWB shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWB, or to the third-party vendor at the discretion of TBWB.
 - d. Reimbursement of Expenses. Client shall reimburse TBWB for expenses incurred by TBWB from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. TBWB shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWB in full. Expenses billed to Client shall not exceed \$1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.
4. Indemnification and Limitation of Liability.
- a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.
 - b. In no event shall the Indemnifying Party be liable for indirect, incidental, special, consequential, punitive, exemplary or any other type of damages arising out of or related to this Agreement or the Services.
5. Interest Clause. In the event that any amount owed to TBWB is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month, calculated on the basis of a 30-day month, or the maximum amount permitted by applicable law, whichever is lower.

6. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$1000. TBWB shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$1000 without verbal or written approval from Client. TBWB shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.
7. Approval of Materials. Client is responsible for giving final approval of materials developed by TBWB for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
8. Termination Payments. Upon termination of this Agreement, Client shall pay TBWB the following.
 - a. Base Consulting Fee. Client shall pay TBWB on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.
 - b. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay TBWB on the termination date all amounts advanced by TBWB pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWB and any cancellation fees charged by such third-party vendors.
 - c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWB shall submit a final accounting of TBWB's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWB for all expenses incurred on behalf of Client.
9. Proprietary Rights and Licenses.
 - a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "**Developments**" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of TBWB and may be treated and dealt with by TBWB as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and

protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon TBWB's request, shall execute such documents and instruments as TBWB shall reasonably request as necessary to confirm and vest title to such Developments in TBWB under any applicable law.

- b. TBWB hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the School District for any legitimate School District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.
10. Compliance with Relevant Laws. The Parties agree to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWB under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWB does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.
11. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and TBWB, or cause TBWB to be responsible in any manner for the debts and obligations of Client.
12. Limited Warranty. TBWB warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWB makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Measure. TBWB makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.
13. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of TBWB, which consent may be withheld in TBWB's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle TBWB to terminate this Agreement.

14. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by TBWB under this Agreement without the prior written approval of TBWB. TBWB's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.
15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
17. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.
18. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.
19. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
20. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
21. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.

22. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile have the same force and effect, and are considered the same as, originals.

IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

TBWB STRATEGIES

CLIENT

By: 

By: _____

Name: Joy P. Tatarka

Name: _____

Title: Partner

Title: _____

Address for Notices:
400 Montgomery Street, Suite 700
San Francisco, CA 94104
Facsimile: 415.291.0724

Address for Notices:
498 Kelly Ave
Half Moon Bay, CA 94019
Facsimile: _____

Exhibit 1
Client A/P Contact Information

To insure invoicing runs smoothly, please provide contact information for the agency A/P representative to whom we can send invoices. We will send the invoice to the contract signatory concurrently.

Accounts Payable Contact Information:

Name: _____

Title: _____

E-mail Address: _____

Phone: _____

Fax: _____

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☐ ACTION
- ☒ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 14.i

BOARD AGENDA ITEM: Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186) Covers: (1/1/17 – 3/31/17)

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND:

In May 2000, the American Civil Liberties Union (ACLU) and other public interest groups filed a lawsuit against the State of California alleging the state had failed to provide poor and underprivileged students with equal educational opportunities by providing these students with inadequate facilities, insufficient educational materials, and with teachers who were not fully credentialed. This requirement only refers to the types of complaints listed above.

On August 13, 2004, Governor Schwarzenegger and the State of California settled the lawsuit. As part of the lawsuit, the State of California agreed to enact legislation and provide funding to address the issues in the lawsuit. On September 29, 2004, Governor Schwarzenegger signed five bills to implement the settlement as urgency measures. Assembly Bill 2727 and Education Code §35186 require school districts to submit quarterly reports on Williams Uniform Complaints to their Governing Boards.

REPORT/PROPOSAL:

There have been no Williams Uniform Complaints (Education Code §35186) received by the Cabrillo Unified School District during the previous quarter.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve quarterly report on Williams Uniform Complaints (Education Code §35186): Covers: (1/1/17 – 3/31/17).



SAN MATEO COUNTY OFFICE OF EDUCATION
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Cabrillo Unified School District

Person completing this form: Patricia Serrano

Title: Administrative Assistant to Superintendent

Quarterly Report Submission Date:
(check one)

- ☐ October 31, 2016 (Covers 7/1/16 – 9/30/16)
☐ January 31, 2017 (Covers 10/1/16 – 12/31/16)
☒ April 30, 2017 (Covers 1/1/17 – 3/31/17)
☐ July 31, 2017 (Covers 4/1/17 – 6/30/17)

Date for information to be reported publicly at governing board meeting: May 11, 2017

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. Copies of the complaint and the District's written response will be sent to SMCOE.

Please mark the table below with zero if there are no complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Jane Yuster

Print Name of District Superintendent

May 11, 2017

Signature of District Superintendent

Date

Return via fax or email to Katie Ghazarian
San Mateo County Office of Education
kghazarian@smcoe.org
(650) 802-5337
Fax (650) 802-5322

July 28, 2016
KG

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.j

BOARD AGENDA ITEM: Approve Designation of Representatives to the California Interscholastic Federation League for the 2017-2018 School Year

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

The Education Code gives the authority for high school athletics to Governing Boards and also requires that the Boards designate their representatives to California Interscholastic Federation (CIF) leagues. (Ed.Code 33353(a)(1))

REPORT PROPOSAL:

The designation/appointment of a representative to the CIF league is required each year. The Half Moon Bay High School representatives to the CIF league for 2017-2018 school year are Mr. John Nazar - Principal, and Mr. Justin Ferdinand - Athletic Director. Mr. James Barnes - Assistant Principal, will also serve as the alternate.

FINANCIAL IMPACT:

No financial impact to the General Fund.

RECOMMENDATION:

Approve designation of representatives to the California Interscholastic Federation League for the 2017-2018 school year.



RECEIVED

Cabrillo Unified School District

MAY 02 2017

Superintendent's Office

TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 21, 2017

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2017-2018**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 30, 2017 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

Cabrillo Unifed School District/Governing Board at its May 11, 2017 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Half Moon Bay High School
NAME OF REPRESENTATIVE Justin Ferdinand POSITION Athletic Director
ADDRESS 1 Lewis Foster Drive CITY Half Moon Bay ZIP 94019
PHONE 650-712-7200 FAX _____ E-MAIL ferdinandj@cabrillo.k12.ca.us

NAME OF SCHOOL Half Moon Bay High School
NAME OF REPRESENTATIVE James Barnes POSITION Assistant Principal
ADDRESS 1 Lewis Foster Dr. CITY Half Moon Bay ZIP 94019
PHONE 650-712-7200 FAX _____ E-MAIL barnesj@cabrillo.k12.ca.us

NAME OF SCHOOL Half Moon Bay High School
NAME OF REPRESENTATIVE John Nazar POSITION Principal
ADDRESS 1 Lewis Foster Dr. CITY Half Moon Bay ZIP 94019
PHONE 650-712-7200 FAX _____ E-MAIL nazarj@cabrillo.k12.ca.us

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

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

Jane Yuster
Superintendent's or Principal's Name _____ Signature _____
Address 498 Kelly Ave. City Half Moon Bay Zip 94019
Phone 650-712-7112 Fax _____

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☐ ACTION
☒ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 14.k

BOARD AGENDA ITEM: Approve and Adopt Minutes of April 6, 2017
Regular Governing Board Meeting

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

The Governing Board routinely reviews and approves minutes from all regular meetings and special sessions.

REPORT/PROPOSAL:

The unadopted minutes from the April 6, 2017, regular Governing Board meeting are included in this Board packet for consideration.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve and adopt minutes of April 6, 2017, regular Governing Board meeting.



**Governing Board Meeting (Unadopted) Minutes
CABRILLO UNIFIED SCHOOL DISTRICT
District Office Board Room 498 Kelly Avenue, Half Moon Bay, CA 94109
Thursday, April 6, 2017, 7:00 PM, (Closed Session 6:00 PM)**

Board Members Present: Ms. Freya McCamant, President
 Mr. Rob Pappalardo, Vice President
 Ms. Sophia Layne, Clerk to the Governing Board
 Ms. Kimberly Hines, Member
 Dr. Kirk Riemer, Ph.D., Member

Administrators at the Table: Ms. Jane Yuster, Superintendent
 Mr. John Corry, Assistant Superintendent
 Ms. Joy Dardenelle, Assistant Superintendent
 Ms. Crystal Leach, Chief Business Official

Student Representative: Absent

1. **CALL TO ORDER - 6:00 PM**
2. **ROLL CALL / QUORUM**
3. **COMMENTS FROM THE PUBLIC RELATED TO ITEMS ON THE CLOSED SESSION AGENDA**
4. **RECESS TO CLOSED SESSION – 6:01 PM**
5. **RECONVENE OPEN SESSION – 7:02 PM**

The Governing Board met in closed session from 6:01 p.m. to 7:00 p.m. President McCamant reported no action taken in closed session.

6. **PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Mr. Robert King, retired Cabrillo Unified School teacher and former Director of Pilarcitos High School and Alternative Education

7. **ADOPTION OF AGENDA AS PRESENTED / AMENDED**

Motion to approve the agenda as presented was made by Member Kirk Riemer and seconded by Member Rob Pappalardo.

(M-77) Passed 5-0

8. STUDENT / STAFF / COMMUNITY RECOGNITION

The Governing Board recognized Mr. Robert King. Retired teacher and former Director of Pilarcitos High School and Alternative Education.

9. COMMENTS FROM THE PUBLIC RELATED TO ITEMS NOT ON THIS AGENDA

- a. None

10. REPRESENTATIVE REPORTS

CUTA Representative, President Sean Riordan, said following Mr. King was a tough act to follow. He said Mr. King's legacy as a mentor goes far beyond Pilarcitos, since he remembers him from Cunha by name. Mr. Riordan said in negotiating a contract, there is a lot of heavy lifting and it take a team. He thanked Kathleen Wall, Jane Yuster, John Corry, Crystal Leach, and the CUTA negotiations team. He urged this agreement be ratified on May 11.

11. REPORTS / INFORMATION / PRESENTATIONS

- a. Receive Report on El Granada Elementary School

Ms. Martha Ladd, Principal, El Granada Elementary School presented a PowerPoint report on El Granada Elementary School.

12. DISCUSSION ITEMS

- a. Discuss Board Member Representation at End-of-the-Year School-Based Ceremonies

Board members discussed and assigned representation for the end of the year school based ceremonies.

- b. Discuss First Reading of Math and Spanish Textbook Adoption for Half Moon Bay High School

Ms. Tiffany Zammit, Assistant Principal, Ms. Amy Treanor, Math teacher, Mr. Patrick Games, Spanish teacher, presented for discussion the selected textbooks for consideration of adoption, by the Governing Board, at Half Moon Bay High School.

13. COMMUNICATIONS

Board Members

Member Kirk Riemer said he saw the high school play, "Fiddler on the Roof". He said it was a great performance and is a wonderful example what this district can offer students.

Dr. Riemer complimented the students on how well they came together and worked as a group and gave a splendid performance. He said it was a marvelous event that is a showcase for the district and community.

Member Sophia Layne thanked Mr. Bechar and Ms. Siegel for being great hosts while she visited their school sites. She said there are many amazing things going on at Pilarcitos, including the new facility and grand opening on Saturday. Ms. Layne said there is so much energy and amazing things happening at Kings Mountain as well. She saw great things at Kings Mountain for teaching the whole child. Ms. Layne said she was able to see the Cunha School assembly “Nightmare on Puberty Street”, and said it really was a blast.

Member Kimberly Hines said she saw the play “Fiddler on the Roof” and it really was wonderful. Ms. Hines said she was at a training program for her work and meet a delegate who discussed Federal budgets and school funding. It is her hope that the information she obtained will help with communications with the state regarding school funding.

Member Freya McCamant congratulated the high school on the musical “Fiddler on the Roof”. She said it was a wonderful experience and really was an amazing performance. Ms. McCamant also attended the Chamber Education meeting and said it is a joy to hear about all of the help, training and support that the community partners do in support of education. Ms. McCamant said as a future Board meeting topic she is interested in discussing the views and policies regarding homework.

Student Board Member

No report, Student Representative absent.

Superintendent

Superintendent Jane Yuster said she attended several school sponsored auctions as well as the Grad Night auction. She said it is always so amazing how much support we receive from the community. Ms. Yuster said she has two announcements: first she announced the grand opening of Pilarcitos High School this Saturday, April 8th from 10-12:00 pm. She also announced that Pilarcitos High School is a recipient of the J. Russell Kent Award. Ms. Yuster invited the Governing Board to attend this dinner event on May 22. Ms. Yuster congratulated Mr. Bechar and the Pilarcitos staff for this achievement.

14. CONSENT ITEMS

- a. Approve Overnight Field Trip for Cunha Intermediate School Surf Team to Oceanside, California, May 4-8, 2017
- b. Approve Certificated Personnel Report
- c. Approve Classified Personnel Report

- d. Approve the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2017-2018
- e. Accept Donations to Cabrillo Unified School District
- f. Accept Enrollment Report for the Eight Month of the 2016-2017 School Year
- g. Approve and Adopt Minutes of March 9, 2017, Regular Governing Board Meeting
- h. Approve Naming of the New Pilarcitos Multi-Use Room to the "King Center"

Motion to approve the consent items as presented was made by Member Kimberly Hines and seconded by Member Rob Pappalardo.

(M-78) Passed 5-0

15. ACTION ITEMS

- a. Adopt Resolution 07-17 for Certificated/Classified Appreciation Week

Motion to adopt Resolution No. 07-17 for Certificated/Classified appreciation week was made by Member Rob Pappalardo and seconded by Member Sophia Layne.

(M-79) Passed 5-0

Roll Call:

Ms. Freya McCamant-aye
 Mr. Rob Pappalardo-aye
 Ms. Sophia Layne-aye
 Ms. Kimberly Hines-aye
 Dr. Kirk Riemer-aye

- b. Adopt Resolution No. 08-17 for Employees Assigned on the Basis of and Education Code Provision

Motion to adopt Resolution No. 08-17 was made Member Kimberly Hines and seconded by Member Kirk Riemer.

(M-80) Passed 5-0

Roll Call:

Ms. Freya McCamant-aye
 Mr. Rob Pappalardo-aye
 Ms. Sophia Layne-aye
 Ms. Kimberly Hines-aye
 Dr. Kirk Riemer-aye

- c. Approval to Award a Contract for Half Moon Bay High School Track and Field Project

Motion to approve the award of a contract for the Half Moon Bay High School Track and Field project to Andreini Brothers, Inc., as the lowest bidder was made by Member Rob Pappalardo and seconded by Member Kimberly Hines.

(M-81) Passed 5-0

- d. Adopt Proclamation Declaring the Commemoration for the Rotary Foundation's 100 Years of "Doing Good in the World"

Motion to adopt proclamation declaring the commemoration for the Rotary Foundation's 100 years of "Doing Good in the World" was made by Member Kirk Riemer and seconded by Member Sophia Layne.

(M-82) Passed 5-0

Roll Call:

Ms. Freya McCamant-aye

Mr. Rob Pappalardo-aye

Ms. Sophia Layne-aye

Ms. Kimberly Hines-aye

Dr. Kirk Riemer-aye

- e. Adopt New Board Policy Regarding the Prevention of Sexual Abuse in Schools

Motion to adopt a new Board policy regarding the prevention of Sexual Abuse in schools was made by Member Kirk Riemer and seconded by Member Rob Pappalardo.

(M-83) Passed 5-0

- f. Approve Policy Maintenance Updates

Motion to approve policy maintenance updates as presented was made by Member Kirk Riemer and seconded by Kimberly Hines.

(M-84) Passed 5-0

President McCamant requested a motion to go past the 10:00 p.m. curfew. Motion to extend the Board meeting past curfew was made by Members Rob Pappalardo and seconded by Member Kirk Riemer.

President McCamant adjourned open session at 8:50 p.m. and announced that the Board will return to closed session.

16. RETURN TO CLOSED SESSION (IF NECESSARY)

The Governing Board met in closed session from 8:55 p.m. to 10:17 p.m. with no action taken.

17. ADJOURNMENT OF THE MEETING

Motion to adjourn made by Member Kimberly Hines and seconded by Member Kirk Riemer.

(M-85) Passed 5-0

Meeting was adjourned at 10:17 p.m.

Minutes prepared by Patricia Serrano, Administrative Assistant to the Superintendent

Minutes presented by Jane Yuster, Secretary to the Governing Board

Certified by:

Sophia Layne
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.a

BOARD AGENDA ITEM: Approve Textbook Adoption for Half Moon Bay High School

DEPARTMENT: Curriculum/Instruction/Assessment

CONTACT PERSON: Joy Dardenelle, Assistant Superintendent of Curriculum and Instruction
Tiffany Zammit, Assistant Principal, Half Moon Bay High School

BACKGROUND INFORMATION:

Under the newly adopted Common Core State Standards (CCSS), curricular changes have begun at Half Moon Bay High School. In order to facilitate the continued integration of CCSS and corresponding curriculum changes, it is imperative to provide Common Core texts for each of the new courses we provide at the high school. This new curriculum will meet the diverse needs of our student population in new and innovative ways, creating critical thinkers and college and career ready students.

REPORT/PROPOSAL:

See attached textbook adoption forms for more information on these areas of need and corresponding textbook adoption requests:

Course 3, Algebra I, Geometry & Algebra II: *College Prep Mathematics (CPM)*

- **Course 3:** 1 Teacher Edition Bundle: \$225, Blackline Master & Spanish Versions: \$369, for 45 Student Edition Texts w/8 year ebook License: \$3,300
TOTAL: \$3,894
- **Algebra I:** 2 Teacher Edition Bundles: \$450, Blackline Master & Spanish Versions: \$738, for Algebra Tiles \$212, for 275 Student Edition Texts w/8 year ebook Licenses: \$20,350
TOTAL: \$21,750

- **Geometry:** 2 Teacher Edition Bundles: \$450, Blackline Masters & Mirror Set: \$178, for 275 Student Edition Texts w/8 year ebook License: \$20,350
TOTAL: \$20,978
- **Algebra II:** 2 Teacher Edition Bundles: \$450, Blackline Masters: \$118, for 250 Student Edition Texts w/8 year ebook License: \$18,500
TOTAL: \$19,068

GRAND TOTAL for CPM Texts: \$65,690

Spanish I, Spanish II & Spanish III: *Descubre I, II, III*

- **Descubre I:** 1 Teacher Edition Bundle: \$343, for 130 Student Edition Texts w/6 year ebook License: \$14,950
TOTAL: \$15,293
- **Descubre II:** 2 Teacher Edition Bundles: \$686, for 90 Student Edition Texts w/6 year ebook License: \$10,350
TOTAL: \$11,036
- **Descubre III:** 2 Teacher Edition Bundles: \$686, for 90 Student Edition Texts w/6 year ebook License: \$10,350
TOTAL: \$11,036

GRAND TOTAL for Descubre Texts: \$37,365

FINANCIAL IMPACT:

Costs related to Mathematics & our Traditional Spanish Pathway will be incurred from Curriculum and Instruction Restricted Funds (Lottery).

RECOMMENDATION:

Approve textbook adoption for Half Moon Bay High School.

Selection And Evaluation Of Instructional Materials

Textbook Adoption Form

Date: January 27, 2017

Title of Book: “College Preparatory Mathematics (CPM): Core Connections” for “Course 3,” “Algebra 1”, “Geometry”, and “Algebra 2”.

Grade/Course(s) in which book will be used: Course 3 textbook is for Algebra Readiness, Algebra 1 for 9th and 10th, Geometry textbooks are for 9th, 10th and 11th, and Algebra 2 for 9th, 10th, 11th and 12th. See attached “CPM ISBN Listings” for more information.

Publisher: College Preparatory Mathematics (CPM)

Latest Date of Publication: Copyright 2013, Second Edition, Version 5.0

Basic or Supplemental Text: CPM materials will be basic curricular resource for all courses in grades 9-12 with additional materials to be supplemental.

Cost Per Copy: \$74.00 includes hardbound book, 8 year eBook license and student toolkit booklet

Originator of Request: Tiffany Zammit and Amy Treanor

1. How is the reading level appropriate for the course in which the book will be used?

The reading level of each textbook is grade-level appropriate. The text also includes many reading strategies to be implemented in the classroom. Based on Common Core strategies where students are working in groups, a problem may be read three to four times while the rest of the group follows the text; it is read once as a whole group, once to themselves, once out loud by a group member and once stopping at each keyword or each piece of critical information to check for understanding and take notes. The strategies of having a student summarize what was read and the discussion that results on how to begin the problem helps to support the reading level of students not yet on grade level.

The textbook has a few black and white drawings but no distracting color photos or side bars distracting the reader. Each problem builds on the previous problem leading students to discover and understand the concepts in a sequential order. The problems provide a jumping off point to engage all students in academic conversation. As each student has a specific role within each group, they are engaged with the reading and consistently asking questions. Classroom desks are arranged in order to support student groups of four. Each of the four students has a specific role which rotates every week or two. The four student roles are Task Manager, Facilitator, Resource Manager and Recorder/Reporter. For more information on student roles, see image on following page.

Facilitator

Main Role: Coordinates team members in working on problems.

Key question: WHO?

- Who wants to read?
- Who has an idea?
- Who can get us started?
- Who can explain?
- Who does/doesn't understand?

Task Manager

Main Role: Manage task – make sure all parts of task are completed and everyone is involved.

Key question: WHY?

- Why does that work?
- Why do you think that is correct?
- Why would that make sense?
- Why aren't you working with us? (Keep all team members on task.)

Resource Manager

Main Role: Manage resources - (including resource materials, calculators, books, notes, ideas, teacher)

Key question: WHAT?

- What do we need to solve this problem?
- What's the question?
- What does it mean?
- What did we learn that would help us?
- What else can we try?

Reporter/Recorder

Main Role: Team spokesperson; responsible for written and oral responses for team.

Key question: HOW?

- How can we be sure we're right?
- How should we show our answers?
- How can we organize our work?
- How can we show our reasoning?
- How can we think about it another way?

CPM provides different strategies throughout the text in order to improve all student reading comprehension. Here are some examples:

“Below are suggestions to use with students who need assistance with reading. Several of these strategies may be used as regular strategies with all learners to begin lessons. Most of them may be used in the study team format as well as with the entire class. For many of these suggestions, it is important that students not have a pen or pencil in their hand while they read unless the strategy asks them to make notes while they are reading.

- Have the students read to themselves and then ask different students to state one thing that was important in the reading. Ask several different students for input.
- After students read a problem, have them write notes about what they learned or what was important. They could also write a question about what they still need to know or do not understand.
- After students read, summarize what was read and ask questions about what is expected from the problem.
- Have students take turns reading, stopping after each section to summarize it.
- As students read to themselves, have them mark key pieces of information. Some teachers have them use different marks, such as check marks, squares, or circles for related pieces of information. Students can highlight the question/task as well.
- Make an audio recording available to students for longer word problems so that they can listen to it as many times as they need to.
- Make sure all pencils are out of the students' hands and all eyes are in the book. If anyone is doing something else, stop and wait until everyone is ready. As they read a sentence, go over any words they do not understand. Give them a slip of paper, have them write down the word and put it on a word wall. You could have

one word wall poster for math terms and another one for non-math terms. This will also help the students in other content areas.

- Give each student or study team a word from the day's lesson. Have teams form sentences that use each word. This can also be used as part of a closure activity for a lesson or chapter. You can use the concept cards from the closure section.
- Assign one person from each team to be the reader for their team that day. This ensures that every problem is being read aloud and that teams are reading all of the directions.
- Assign one person from each team to be the reader for their team that day and one person in the team to summarize what the other person reads. This ensures that every problem is being read aloud and that students are rephrasing directions in their own words.
- Have one student in the class read the problem. All other students should write down (or highlight) the keywords in the problem as the student reads. Have students share (either as a full class or within their teams) which words they marked and why.
- Have the recorder/reporter keep a list of keywords that their team identifies during the course of a lesson. At the end of class create a word wall or some sort of master list of that day's key vocabulary words and ideas.
- When there is a question for which there are multiple ways to respond, have each team write their approach on a whiteboard and then place the whiteboards in front of the classroom. Discuss each idea/approach/explanation."

2. Why did you choose this particular book?

CPM is on the California Department of Education's 2014 Mathematics Adoption list for grades 9th-12th (basic grade-level) for Algebra Readiness, Algebra 1, Geometry and Algebra 2 (<http://goo.gl/XoyA5a>). CPM material provides access and rigor for different levels of students.

The high school math teachers piloted five programs in depth (including CPM) over the past three years. Additionally, teachers attended the CPM Teaching Conferences and collaborated with other experts and school districts at the San Mateo County Office of Education to prioritize programs to pilot.

CPM is a well organized program that is a complete package. The program includes student, parent and teacher support. Additionally:

- CPM is closely aligned with Common Core State Standards (CCSS) because the eight mathematical practices are built into the material.
- The Common Core math standards curriculum is not only the National Standards but also the California appendix standards.
- The materials are easy to use online in all formats, including embedded homework help link with each homework problem online.
- The materials are in English and Spanish online and hardcopy.
- All High School math teachers are piloting CPM in Algebra Readiness through Algebra 2. Every math teacher agrees that the material is engaging, the classroom is student-centered and students are thinking and talking about math more than ever.

- Our support groups on campus and at Cunha, such as Boys and Girls club and Homework club, state they have easily been able to support math students with these materials.
- The resource pages are embedded into the teacher notes online.
- CPM material and strategies support a Growth Mindset classroom which ties in with our work with Carol Dweck and Jo Boaler from Stanford.
- Integer tiles and algebra tiles are used consistently throughout 6-12th grades for modeling and deepening understanding.
- The program consistently uses strategies and terminology such as the Giant One or the Portions Web throughout all the grade levels.
- The student learning process honors various ways to solve the same problem.
- Learning is spiraled; the same concept comes up again and again in different ways to lead to mastery of concepts. Students who did not understand a concept the first time have multiple chances to keep learning. The layout of the book is consistent at each grade level.
- CPM will be a natural progression from our elementary school program which is using SVMI Number Talks and Mars Tasks, and might will adopt Eureka math.
- Students will be able to transition to the High School since Cunha is using CPM.
- The teacher notes for each lesson explain ways in which the teacher can apply the eight mathematical practices during the lesson.
- The program fosters critical thinking, discovery learning and academic discourse. There is very little of the traditional direct instruction and multiple choice work. It is not a remake of a previous textbook or skill and drill.
- The program is complete with teacher notes for each section, teacher videos as well as three different types of assessment (group, individual and formative) for each chapter. Every day is formative assessment in the student-centered classroom.
- The teacher professional development is outstanding and free. Teachers have seven days of workshops, three in the summer and four during the school year. There is no fee for the workshops or limits to how many teachers attend. The high school teachers have been participating for the past school year.
- There is also a parent guide online which can be downloaded. It provides information on how to help students at home by asking questions and explanations for key concepts with examples, practice problems and answers.

Here is what CPM says about their program:

Core Connections Program Description

“CPM Educational Program, a California non-profit corporation, has provided problem-based instructional materials and professional development for teachers since its inception in 1989. “College Preparatory Mathematics (CPM)” was originally an Eisenhower-funded grant program. CPM teaching strategies focus on how students best learn and retain mathematics. Teaching strategies rely on the recommendations of the National Council of Teachers of Mathematics, and are based solidly on the methodological research in teaching mathematics. The research-based principles that guide the course are:

- Students should engage in problem-based lessons structured around a core idea.

- Guided by a knowledgeable teacher, students should interact in groups to foster mathematical discourse.
- Practice with concepts and procedures should be spaced over time; that is, mastery comes over time.

Although CPM predates the CCSS Standards for Mathematical Practice by about 20 years, very similar practices have always been a core and integral part of CPM curriculum materials. Because of CPM's broad experience and long history with these practices, the CCSS Mathematical Practices are deeply and seamlessly interwoven into the fabric of the daily lessons. The course balances procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (application and extension).

On a daily basis, students using CPM Core Connections employ problem solving strategies, question, investigate, analyze critically, gather and construct evidence, and communicate rigorous arguments to justify their thinking. With the CPM instructional materials, students can tackle mathematical ideas set in everyday contexts to help them make sense of otherwise abstract principles. Students are taught how to gather and organize information about problems, break problems into smaller parts, and look for patterns that lead to solutions. Students often learn in collaboration with others, sharing information, expertise, and ideas.

Consistent with the requests we frequently hear from leaders of business and industry, CPM routinely has students solve non-routine problems. That is, students develop their skills of synthesis and analysis so that they can confidently make connections between varied mathematical concepts and deal with problems they have never seen before. Students will build problem-solving strategies that apply to most academic disciplines, the workplace, and daily life.

While students are solving complex mathematical problems, they are communicating their thinking and understanding, both formally and informally, whether they are writing or speaking out loud. Communication helps to clarify students' thinking, prepares them for sharing their ideas in professional settings, and formal or informal feedback that allows for revision. Communication lets teachers and peers assess students' thinking and depth of understanding. In turn, all students get the chance to improve the quality of their work.

CPM Core Connections courses are the products of classroom teachers who created lessons that work with the diverse student population of California. The teaching strategies outlined in the CPM instructional materials were initially informed by theory and scholarly research into how children learn and how teaching should occur in the ideal classroom. Care was taken to pilot and field test the lessons during the development of the first edition with thousands of students to assure the effectiveness of the lessons. But ultimately the development was informed in practice by the 4000 teachers and over 4 million students that use CPM, the specific suggestions over the last 20 years from hundreds of teachers, and even comments and suggestions by students and parents.

More than two-dozen studies have examined the results of both high- and low-performing students on statewide standardized tests, and on the SAT, and ACT. All of these studies, as well as detailed investigations of individual schools, show that CPM students learn the basic mathematical skills and procedures that appear on standardized tests at least as well as students who use other programs. Most of the studies show that they do better. Studies that measure the other elements of a complete curriculum—conceptual understanding, problem solving ability, the mathematical practices—show that they do considerably better in these areas. These studies are available at www.cpm.org/learn.html, along with the research base of the CPM program.”

3. How does the book relate to standards in the content area?

Each grade level book shows which standards are being covered in the lesson itself. There are approximately 150 lessons in the book. Each one includes which content standards and math practice strands are being used and how to use them. There is a teacher video and a complete lesson plan with objectives and various ways to help (ask rich questions) our students on anticipated common student mistakes. Students engage in discovery learning, problem based learning, math notes and learning logs (summarizing learning) as well as plenty of academic discourse.

CPM describes how the book meets the Standards:

“Each grade level book is directly tied to the Common Core Curriculum Standards for the specific grade and all books make the use of the eight math practices standards part of every teaching day. The CC math standards and the eight math practices are identified and discussed in the teacher notes for every lesson. The curriculum covers the full Common Core standards for each grade level math and the CA appendix standards.

This course is a challenging curriculum that provides the opportunity for all students to meet or exceed expected state and local standards. The program is especially effective in teaching students of varied abilities and backgrounds.

CPM Educational Program originated as an Eisenhower-funded curriculum project to write and support classroom materials that would provide access to mathematics for a broad range of students. As such, this course incorporates strategies and creates problems that are accessible to most learners. In particular, the use of student study teams, informed by research, provides support for students who may need various kinds of assistance with reading, alternate explanations, and guided learning.

Lessons and problems are constructed to offer visual representations of many ideas and use manipulatives and models to support learning when appropriate. Study teams also encourage mathematical discourse. In addition to asking questions, students also are able to articulate their developing understanding of ideas, listen to how other students see them, and shape their understanding and mastery with the help of their team’s support. Teachers are able to give individual attention to the needs of each student because they have the opportunity to observe their work and interact with them during each lesson.

The program's instructional materials provide context-rich problems to introduce students to concepts. Problems are grounded in situations that are familiar and understandable to

the student. The instructional program supports learning by helping students to use higher order thinking strategies and to develop problem solving strategies. Because mastery is best achieved over time, practice of basic skills and major concepts is spaced throughout the curriculum. Students have several opportunities to learn an idea or skill before mastery is expected. Closure activities at the end of each day's lesson and at the end of the chapter provide students with opportunities to summarize their learning and to deepen their mathematical understanding.

Alignment of Instruction with Assessment

This course uses assessment to help move students toward mastery of required standards and course objectives. The assessment program uses multiple ways to assess student learning and to identify the topics misunderstood by students. It provides the teacher with assessment data from the following different perspectives:

Individual tests assess students' ability to solve mathematical problems, their level of skill mastery, and their conceptual understanding. Classroom teachers carefully design tests using the test bank, balancing new topics with previously taught material.

Team tests allow teachers to assess not only mathematical knowledge, but also the thinking processes and solution methods used by the students. Teachers design team tests using problems that assess larger ideas, that require higher order thinking skills, and often cover more than one concept or topic in a single problem.

Participation quizzes provide information about the quality of the work being done in the structured learning teams. The assessment data generated is designed to give students feedback about how well they are working together to support their learning and suggest ways to do so more effectively.

Student presentations, done either individually or in study teams, provide opportunities for students to talk about their mathematical learning, to share insights and thus deepen their mathematical understanding.

Math portfolios allow students to display their mathematical learning, understanding, and skills. They provide valuable information about a student's learning and growth over time.

The teacher's edition is organized to help with the monitoring of student learning and to align assessment with instruction. Each chapter provides the teacher with an **overview** of the chapter, giving a big-picture look at expected student learning. **"Where Is This Going?"** provides connections to related learning in other chapters. It shows the teacher how present learning is connected to work in other chapters. The teacher notes for each lesson include a "Lesson Guide" with a "Suggested Lesson Activity". The **lesson objectives** and **core problems** that develop the course objectives are clearly stated. The lesson guide describes the **mathematical practices** that will be used in the lesson. An extensive **assessment guidebook** provides help with how to use the **assessment program** to guide instruction, including how to design appropriate tests and how to use alternative forms of assessment. Especially helpful are the **suggested assessment plans** for each chapter. These plans lay out where, when, and what type of assessments to give to students and the important skills and mathematical content to assess.

Successful Diagnostic Teaching

It is important to identify the cause of difficulties that prevent some students from making appropriate progress towards mastery of the course objectives and standards, and to provide remedies to correct these problems. During the course, the emphasis of each lesson can be adjusted to challenge more advanced learners and to support students who need more work with the fundamental skills and core ideas. Many of the teaching strategies for modifying instruction have been built into the course and into the teacher notes for the chapters and lessons as well as in the general notes in the front of the Teacher Edition.

A **wide variety of mathematical representations**, such as **graphs**, **charts**, and **ratio and function tables**, are embedded in the curriculum materials. These allow students to visually represent mathematics in the problems they are solving. **Math Notes** appear throughout the text: the notes consolidate core content and provide extensions. **Learning Log** entries allow students to reflect on their learning and consolidate their mathematical understanding. They can be used to monitor student learning and to make adjustments to the instructional process. Several lessons in the courses employ the use of graphing technology.

The instructional program has been designed to develop student mathematics skills and conceptual understanding over time. Using research-informed **spaced practice**, a skill or concept is introduced in a chapter, where it is initially practiced, then appears again in succeeding chapters as direct practice as well as embedded practice to work toward solutions of more complex problems. This strategy gives students more than one opportunity to learn and achieve mastery of the concepts and skills. Spaced practice provides ongoing assessment opportunities to measure the progress students are making towards mastery of the content standards.

Review and Preview, the homework portion of each lesson, recognizes that students need ongoing practice and review with previous learning. Some problems practice the material from the day's lesson. Other problems continue practice with and the development and extension of skills and concepts previously introduced. Some problems provide pre-teaching activities for later topics. Other problems provide enrichment and extensions to challenge students.

Students have access to an **online tutorial website for homework help**, www.cpm.org. CPM has developed the website so that teachers, students and parents have free access to the homework help from any computer or mobile device with Internet access. All of the Review and Preview problems in the student text are available at this website. Some of the Review and Preview problems posted there include hints and complete solutions. The website is a true tutorial resource. In some cases students may only need the hints to complete a problem. In others, the step-by-step solution for the problem is given. In short, the homework help website is structured much like what a teacher would do in the classroom. The site also provides an entry point for parents to get involved with their child's learning.

Throughout the course, key homework problems have been identified as “**Checkpoints**” for determining if students are building skills at the expected level. **Checkpoint problems** are designed to **support students in taking responsibility for the development of their own skills**. When students find that they need help with these problems, worked examples and practice problems are available in the “Checkpoint Problems” section at the back of their book. Students should be encouraged to use these materials as well as to arrange for help or tutoring outside of class time.”

4. How does the content of the book reflect current State Frameworks?

The California State Framework is built into the CPM textbook and curricular resources. CPM is a California-based non-profit company. The curriculum is tailored for our State Appendix Standards as well as the national Standards.

5. What other textbooks have been reviewed?

The High School Math Department has examined many programs at the San Mateo County book fair and at the Asilomar math conference. Extensive pilots of the following programs have been performed over the past five school years:

1. *Go Math! by Houghton Mifflin Harcourt*: a traditional textbook with blanks to fill in. Material does not promote or require the use of the eight mathematical practices. Further, the understanding of concepts through academic discourse, explaining and writing is not well supported.
2. AgileMind: program has deep problems that assist in developing critical thinking skills. Quality of material varies significantly from one chapter to the next. The program itself is incomplete, extremely difficult to use, and only available online. It does not work on all operating systems and has limited support materials. It promotes single, multiple choice problems which is not appropriate for Common Core or the Smarter Balanced assessments.
3. *Engage New York*: (now Eureka Math) excellent material promoting eight mathematical practices. Middle school program not accessible for all students. Teacher training and support is not equally accessible. \$15 student handout each year or excessive copying costs in order to implement with fidelity. Materials scattered in several places.
4. *SVMI/Pearson Gates model*: will use as supplemental material including Number talks, Mars Tasks and Formative Assessment Lessons. High quality materials but not a stand alone curricular resource (unless teachers can create an entire curriculum by grade level).
5. *Big Ideas by Houghton Mifflin Harcourt*: a traditional textbook with new cover that has Common Core logo.
6. *CPM*: developed by teachers in the classroom over years. Works on all formats and is simple to access and use. Well organized with all resources in one place. Has online, hard copy in English and Spanish.

Why was this textbook selected?

The book was chosen after piloting the aforementioned five programs over the past five years. CPM says that students and teachers have consistently expressed:

“In the seven years since the original CPM Research Report was posted, the new research has continued to validate the efficacy of the three pillars of CPM pedagogy:

1. Students learn ideas more deeply when they discuss ideas with classmates.

2. Students learn ideas more usefully for other arenas when they learn by attacking problems—ideally from the real world.
3. Students learn ideas more permanently when they are required to engage and re-engage with the ideas for months or even years.

These three principles (termed, respectively, as “cooperative learning,” “problem-based learning” and “mixed, spaced practice”) have driven the development of the CPM textbooks from the beginning and each year these principles are validated by more solid research to prove their effectiveness.

While the results of the more recent research are blended with older research in the sections that follow, it seems appropriate to highlight the major changes in the research findings.

1. The idea that students should engage in discussions with classmates as an integral part of learning mathematics (or most other subjects, for that matter) is no longer a serious topic of research. It is simply assumed to be true in the same way that the geological idea of plate tectonics is assumed today when forty years ago it was still a topic for debate. The research emphasis today is much more involved with the appropriate role of the teacher in classrooms where the concept of student discussion is put into practice. In particular, when should a teacher intervene with a team and how? These issues have been a topic of the professional development of new CPM teachers for 20 years, and we continue to refine our advice, but the new data supports our current practices.

In a related development, many more businesses, particularly those in newer fields (high tech, medical research, etc.) as well as those in traditional careers are also becoming more insistent that new hires must have “soft” skills such as the ability to work within a team environment, a skill that has not just attitude components but also involves the ability to listen to the ideas of others and to communicate your own. Individual competence is, of course, still valued, but employees are also being evaluated by his or her ability to work within a larger group since fewer and fewer jobs are done by lone wolves.

So the skills developed working within a team in a CPM classroom are not valuable solely for learning mathematics but are also skills that will be useful in a career. Learning how to communicate your ideas clearly and directly is a life skill that is taught, valued and supported in a CPM classroom. Listening to the ideas of others is necessary to be an effective team member whether you are in a mathematics classroom or on a team to develop a new self-driving car or to stave off a new kind of business competitor.

2. It is now overwhelmingly accepted by the educational research community that a lecture is not an efficient way to learn ideas for long-term retention and use, even though most students are more comfortable with being told a process for solving a problem rather than thinking it through themselves. The evidence continues to mount that students of all ages and, more importantly, of all ability levels can profit from problem-based learning.

Much of the more recent research on learning mathematics and science has focused on identifying the best type of problem-based instruction to use, and the consensus is assisted discovery, where the problems to assist learning are carefully chosen and sequenced. The research is also showing that although students working alone can usefully learn from working on problems, it is more effective in the long term when this instructional style is paired with cooperative learning.

Note that students who are educated using a problem-based learning style are developing another useful soft skill—the attitude that they do not need someone else to tell them how to tackle a new problem—that is increasingly valuable in a world where most of them will have several different kinds of jobs in their lifetime.

3. Mixed, spaced practice has experienced the greatest increase in research support during the past half-dozen years. It was moderately well established 15 years ago that massed practice (doing 40 homework problems of the same type) was a less effective learning tool than spaced practice (i.e. taking the same 40 problems but having students space them out in homework over several days or weeks). Massed practice always seems a better way to learn, but it is not nearly as effective in the long term.

Now the notion of mixed practice has been added as a natural complement to spaced practice; if the homework problems of one type are spread over several days, the homework for each day of necessity needs to incorporate problems of several different types. In dealing with this mixed homework, students now not only need to be able to recall how to solve a particular type of problem, but to identify the type as well. One skill is equivalent to being able to drive safely on several kinds of road (city street, freeway, mountain road) while the other is equivalent to being able to decide which route is the best. Both skills are needed to navigate life well and both need to be practiced on a regular basis.”

For more information on the research behind the CPM Educational Program, please reference the text titled “2013 Update for Research which supports the principles of the CPM Educational Program” included in adoption packet.

6. How do you intend to meet the "standards"?

We intend to meet the “standards” by using CPM as our core program to develop students who are critical thinkers, who are engaged in academic discourse, and who can persist through challenging material. Teachers have attended CPM professional development at least three days in summer 2016 and four days during the 2016-2017 school year. Teachers will also use SVMII and Math Shell material as supplemental curricular resources. The focus of the Mathematics Teacher on Special Assignment (TOSA) time will be the eight Mathematical Practice Standards.

Approved by:

Date:

District **Math** Committee

Date:

Department Chairperson(s): Amy Treanor

Date:

Principal: John Nazar

Date:

Assistant Superintendent, Curriculum and Instruction: Joy Dardenelle

Exhibit CABRILLO UNIFIED SCHOOL DISTRICT

Selection And Evaluation Of Instructional Materials Textbook Adoption Form

Date: February 7th, 2017

Title of Book: “Descubre: Lengua y Cultura del Mundo Hispánico”

Grade/Course(s) in which book will be used: Descubre 1: Spanish 1, 9th - 11th grades;
Descubre 2: Spanish 2, 10th - 12th grades; Descubre 3: Spanish 3, 10th - 12th grades;

Descubre 1: ISBN: 978-1-61857-198-4

Descubre 2: ISBN: 978-1-61857-199-1

Descubre 3: ISBN: 978-1-61857-200-4

Publisher: Vista Higher Learning

Latest Date of Publication: Copyright 2014, Second Edition

Basic or Supplemental Text: Descubre materials will be basic curricular resource for all courses in grades 9-12 with additional materials to be supplemental

Cost Per Copy: \$115.00 per text and 6-year online resource/activities license

Originator of Request: Tiffany Zammit and Patrick Games

1. How is the reading level appropriate for the course in which the book will be used?

The reading level of each textbook is grade-level appropriate. What’s more, students frequently collaborate in taking notes or reading excerpts from the text, helping, enabling, and supporting lower-level students in necessary.

The textbook is enhanced by many color-coded tables that clearly demonstrate grammatical structures and how they relate to each other. These are formatted to show sequence of sentence structure. These specifics are separated with orange bullet points for clarity and separation of subtopics relating to the main topic or overall theme of the lesson. There are also additional bits of information related to the topic at hand located along the margins with a yellow background that stand out for students and catch their eye. These add another layer of comprehension as well as offer additional and interesting information.

There are numerous examples that employ the topic at hand that clearly demonstrate how to formulate a sentence. Along with the examples, these are clarified with up-to-date and higher-than-average resolution colored pictures directly related to the meaning of the sentence or a specific vocabulary word that is part of the chapter. Additionally, there are usually one or two pages worth of practice activities in the text.

Additionally, each lesson is supported by the optional online resource available called the “Supersite,” where students can access various exercises. These practice activities that are

available online afford students the ability to practice independently in class or at home. These include multiple-choice questions, writing activities, listening comprehension, and speaking activities.

- Multiple-choice questions: as the name suggests, these can be questions that require a specific answer that require students to access the learned material.
- Writing activities: students are given the opportunity to write complete sentences and submit to the teacher for analysis and correction virtually. A student would be able to do this either during class or from home. This option is advantageous for those students who are absent.
- Listening comprehension: these are auditory activities that challenge students in recognizing spoken Spanish. They listen to an authentic Spanish-speaker while working on this activity, all the while selecting the correct answer to a question based on what they just heard. An additional advantage here is that this type of exercise allows students to practice their auditory comprehension skills, but also exposes them to a different type of Spanish-speaker who utilizes a different accent.
- Speaking activities: students take part in a simulated conversation. These synthesize the oral comprehension and the speaking abilities of each individual student, doing so independently so as to not affect students' affective filter; the format would reduce the embarrassment in having to speak in front of others until they gradually develop their abilities at a later time.

2. Why did you choose this particular book?

The World Language Department was last issued a textbook for both Spanish and French classes some seventeen (17) years ago. Since then, many advances have been realized in technology, culture, politics, geography, and most importantly, language.

Our current textbooks fail to provide, not only the modern day linguistic usage amongst the 21 Spanish-speaking countries (22 if one includes the U.S.), but also an adequate pedagogical presentation for students to acquire this knowledge in language, i.e. a newer text will make for learning and understanding of the material much, much more comprehensible and useful.

Another advantage to updating our textbooks lies in the attraction for students so that they can relate more (and invest more energy) to the content and various cultural phenomena. In our proposed text "Descubre" series of texts, for example, peppered throughout are references to modern-day events, people, and more accurate political situations. Students will be more drawn to pictures and references to popular singers, sports stars, movies, as well as actors of Hispanic origin who partake in current movies.

The current textbook we are using is completely outdated as it was published in 1998. What's more, there are a number of issues with this text, such as: 1) there is no mention of the existence of

the Internet (or any other sort of technology prevalent today), 2) the pictures are of low resolution and not always representative of culture nor of current affairs occurring in Latin America.

The Descubre text and program from Vista Higher Learning publishers offers all of this and more. The presentation of the text stands out for the following reasons:

Clean, logical and clear layout of all information: each “Lección,” or chapter, is organized in various segments each with a specific category and purpose.

For example:

- 1) The first section of a “Lección” introduces the overall theme as well as new vocabulary words that are relevant to the “Lección’s” theme.
- 2) Then, there is a brief section on culture which exposes students to culturally significant practices, whether they be religious in nature, or more practical in nature, such as different types of greetings depending on the Latin American country.
- 3) This is followed by the first of four (4) grammatical concepts to be learned.
- 4) Finally, there are four (4) interconnected sections that focus on *reading comprehension*, *writing*, *listening comprehension*, and another section of *cultural information*.

In addition to all of the benefits that the textbook offers, Vista Higher Learning offers an optional on-line component for students’ learning and practice. It is called VHLCentral. Here, students can access a plethora of practice activities, vocabulary lists, grammatical videos for further review from home, culturally relevant videos, listening practice, as well as a wonderful opportunity for students to practice their speaking abilities. This last component allows students to first hear an authentic native Spanish-speaker recite a sentence or word then record their own attempt at imitating what was just heard. Students can do this countless times.

Students can actually submit their work virtually to the teacher without it being necessary having to create photocopies of the various practice activities. This way, the teacher can clearly and quickly see who has completed the work, as well as how successfully it was completed. What’s more, this format allows students to practice at home, which also permits absent students to not fall behind in their learning via this online component.

Here is specific information provided by Vista Higher Learning and their program:

Descubre blends Vista Higher Learning's understanding of how language instruction works with a focused dedication to making Spanish language and culture accessible and relevant to all students.

Keep it real: Engage students with life lived right now—connect their own experiences with authentic, contemporary Spanish-language culture.

Give students context: Affirm your students' past experiences and personal motivations—make it about the topic they are most interested in: themselves.

Invite students to their future: Give your students the tools and motivation to envision and express their future as fluent speakers of Spanish

Context

Descubre requires students to bring their own experiences and voice into the learning:

- Reflect on their own lives, experiences, and language in each context
- Personalize the language and cultural contexts of their study
- Apply language to their lives now and as they enter the adult world

Authenticity

Descubre integrates authentic, contemporary language and culture:

- Authentic media (video, audio, print) within meaningful instructional design
- Real-life application through personalization and creativity
- Focus on the unity and diversity of the Spanish-speaking world

Text and Technology

Descubre provides [digital learning tools](#) developed specifically for world language instruction:

- Password-protected websites for teachers and students
- Student access to practice, auto-scored feedback, [Partner Chat and Virtual Chat activities](#), [tutorials](#), monthly Culture and Current Events activities, resources, and guidance
- Teacher control of assigning, grading, evaluating, communicating, testing, and re-teaching
- Within the classroom: integration of language skills and culture
- Beyond the classroom: access to authentic materials, content, and connections via the vText

What's new for Descubre ©2017

- Scaffolded Culture and Current Events activities featuring authentic selections posted monthly on the Supersite
- All Student Editions now available in multiple formats—hardcover, online vText, and downloadable eBook
- Teacher's Edition (TE) available in print and online—now with articulation guides for using Descubre over multiple years
- TELL connections integrated into Teacher Edition both in print and online
- "I Can" worksheets guide learning and train students to access their own progress
- Integrated Performance Assessments (IPAs) with grading rubrics for all volumes
- Audio scripts for Virtual Chats
- My Vocabulary now includes Spanish definitions on the Descubre, Volume 3 Supersite
- Updated Digital Image Bank now includes photos and illustrations that align with chapter vocabulary topics
- New *Cuaderno de actividades comunicativas*, *Cuaderno de práctica*, and *Cuaderno de práctica y actividades comunicativas* Teacher Editions with overprinted answers
- Updated photos, cultural references, and factual data throughout all print and digital materials
- *En pantalla* sections in each chapter now include scaffolded activities for additional pedagogical support; in addition, *three En pantalla* videos have been replaced (Volume 1, Chapters 5 and 7; Volume 2, Chapter 2)
- New *Flash cultura* video in Volume 1, Chapter 4
- New cultural reading in Volume 3, Chapters 4 and 8
- Volume 3, Chapter 3 literature selection changed from “Sueños digitales” (Pas Soldá) to “Dos palabras” (Allende)

For Students

Student Edition

Hardcover student textbook with reinforced binding for use in class, at home, or as a reference tool.

vText

Student Edition in an online, interactive, iPad®-friendly* format. Point-of-use Supersite links make studying and homework a cinch.

Downloadable eBook

All the benefits of the online vText, plus the versatility of working offline.

Cuaderno de práctica y actividades comunicativas (for Volumes 1A and 1B)

All-in-one print workbook includes chapter vocabulary and grammar practice; audio activities; and pre-, during, and post-viewing activities for program video.

Cuaderno de práctica (for Volumes 1, 2, and 3)

Print workbook with extra chapter vocabulary and grammar practice, plus additional reading and writing activities.

Cuaderno de actividades comunicativas (for Volumes 1, 2, and 3)

Print workbook with audio and video activities for building listening comprehension, speaking, and pronunciation skills.

eCuaderno

Interactive, online versions of workbook(s) with auto-grading and full integration with the Supersite gradebook.

Cuaderno para hispanohablantes

Three-volume print workbook for heritage speakers with reading and writing skill-building activities.

Student Supersite

Password-protected, program-specific website with textbook activities, online-only practice, audio, video, interactive grammar tutorials, reference tools, assessment, teacher-student communication, and more. The Supersite is iPad®-friendly* for on-the-go access.

Practice Partner App (for Volume 1)

Self-study tool with chapter-specific practice and games, and access to grammar tutorials and program video...from any mobile device. (For student/parent purchase only; must have Supersite access)

For Instructors

Teacher's Edition

Full reproduction of the student textbook with point-of-use instructional support, including: scope and sequence, suggestions for differentiated instruction, 21st century skills and pre-AP strategies, standards alignment, and more. (Also available online)

Teacher's DVD Set

Includes the *Fotonovela* episodes, *Flash cultura* clips, *Panorama cultural* video, and short films—with teacher-controlled subtitles in English and Spanish. (All video also available online)

Testing Program Book

Bound paperback with perforated pages includes: quizzes for each *Contextos* section and *Estructura* grammar point, six tests for each lesson, two versions of a cumulative exam, IPAs

and rubrics, oral testing suggestions, optional testing sections, scripts for listening activities, and answer keys.. (Also available online and on the Teacher's DVD Set)

Audio Programs

Downloadable MP3 files on the Supersite of all audio recordings to be used in conjunction with the workbook(s), the Student Edition, and the Testing Program. (Also available on the Teacher's DVD Set)

Cuaderno de práctica y actividades comunicativas Teacher Edition (for Volumes 1A and 1B)

Overprinted answers to all workbook activities (available in print, online, and on the Teacher's DVD Set)

Cuaderno de práctica Teacher Edition (for Volumes 1, 2, and 3)

Overprinted answers to all workbook activities (available in print, online, and on the Teacher's DVD Set)

Cuaderno de actividades comunicativas Teacher Edition (for Volumes 1, 2, and 3)

Overprinted answers to all workbook activities (available in print, online, and on the Teacher's DVD Set).

Online Assessment

Formative and summative assessments via the Supersite: pre-made quizzes, tests, and exams; create your own assessments by uploading open-ended activities—all with time limits and password protection.

Activity Pack (for Volumes 1 and 2)

Loose-leaf worksheet bundle includes supplementary vocabulary and grammar activities for each lesson of the Student Edition. (Also available online and on the Teacher's DVD Set)

Middle School Activity Pack (for Volumes 1A, 1B, and 1)

Online-only, print-ready collection includes supplementary vocabulary and grammar activities for beginning-level students.

Teacher Supersite

All the tools you need to teach your class. Password-protected and available online anytime, it includes: a gradebook to manage rosters, assignments, and grades; editable tests, quizzes, and exams; answer keys for all program materials; tools for online communication; all program video and audio; editable Student Objective worksheets; Integrated Performance Assessments with tasks and grading rubrics; and much more.

There's more to Descubre than meets the page.

With the adoption of Descubre, you and your students get a fully-integrated suite of text-technology content, resources, and tools. Built specifically for world language instruction, the password-protected Supersite offers:

Powerful tools for customized course management, along with integrated content that improves learning and saves you time. .

Focused uniquely on world language, with robust features that speak to your needs. How do we know? Feedback from our 20,000 language instructors and 1 million language students.

Simplified experience for intuitive navigation and flexible options to quickly sort a wealth of information.

[Learn more.](#)

- **For teachers:**

- Enhanced online tools facilitate instruction and save you time.
- A grade book to manage rosters, assignments, and grades
- Time-saving auto-graded activities, plus question-by-question and automated spot-checking
- A communication center for announcements and notifications
- The complete Teacher's Edition online
- Downloadable digital image bank (PDF), pre-made syllabi and lesson plans (RTF), Testing Program (RTF)
- Instructor Resources (answer keys, audio-video scripts, translations, grammar PowerPoints)
- Online administration of quizzes and exams, now with time limits and password protection
- Tools to add your own content:
 - Create and assign Partner Chat and open-ended activities
 - Upload and assign videos and outside resources
 - Single sign-on feature for integration with your LMS
 - Ability to copy all assignments from a previous course
- Option to hide activity time estimates from students
- Ability to reorder assignments as seen on student dashboard
- Add your own customized notes to the existing activity content:
 - Sidebar notes—comment on overall activity
 - In-line notes—comment on a particular question or part of activity
- Activity Pack (PDF) with additional activities for every lesson
- Textbook, Lab, and Testing Audio Program MP3 files
- Live Chat for video chat, audio chat, and instant messaging
- Voiceboards for oral assignments, group discussions, and projects
- Reporting tools for summarizing student data
- vText—the online, interactive text

- **For students:**

- Interactive tools keep students immersed in learning.
- Textbook activities--online
- Online-only activities for extra practice
- Pronunciation practice
- Enhanced feedback to guide students and improve comprehension and grades
- New Culture and Current Events activities based on authentic sources posted monthly
- [Interactive grammar tutorials](#)
- Composition tool to create and submit writing assignments online
- [My Vocabulary](#) tool to create personalized word lists and flashcards
- [Chat](#) for oral practice and conversation skills:
 - Virtual Chat—simulated conversation activities
 - Video Partner Chat—recorded student pair communicative activities
- Audio-synced readings

- All video programs, with instructor-controlled subtitles and translations
- Audio program (textbook, lab)
- Online dictionary and reference materials
- An online Student Activities Manual, with auto-grading for closed-ended activities
- Live Chat (video or audio) and instant messaging
- vText online, interactive Student Edition
- eBook—the offline, downloadable electronic text
- vText—the online, interactive text
- [iPad®-friendly](#)*

3. How does the book relate to standards in the content area?

The Descubre series of textbooks (levels 1-3) strictly adhere to the World Languages content standards for public schools in California. Each page of the text lists which standards are being addressed for that particular topic, this being very helpful to the teacher in assuring that all standards are being fulfilled as well as varied.

4. How does the content of the book reflect current State Frameworks?

The Descubre series of texts does an impressive job of adhering to the California state standards on Foreign Languages. It achieves this by acknowledging the current World Language Content Standards for California Public Schools: *content, communication, cultures, structures, and settings*. Additionally, as a language resource, it includes the necessary activities that allow students to practice the three modes of communication: *interpersonal, interpretive, and presentational*.

What follows is a more detailed explanation of what each of these standards entails.

The Five Standards

Content

As students become literate in the target language, they acquire relevant content through the study of various topics. This in turn expands their access to information from around the globe. At the same time, students use the language to participate in everyday social interactions with members of California's diverse communities. Moreover, the content that students acquire in the language classroom enables them to make connections and reinforce knowledge from other content areas of the curriculum. As they progress along the Language Learning Continuum,* students address a wide variety of content that is age- and stage-appropriate.

Stage I

1.0 Students acquire information, recognize distinctive viewpoints, and further their knowledge of other disciplines.

1.1 Students address discrete elements of daily life, including:

- a. Greetings and introductions
- b. Family and friends
- c. Pets
- d. Home and neighborhood
- e. Celebrations, holidays, and rites of passage

- f. Calendar, seasons, and weather
- g. Leisure, hobbies and activities, songs, toys and games, sports
- h. Vacations and travel, maps, destinations, and geography
- i. School, classroom, schedules, subjects, numbers, time, directions
- j. Important dates in the target culture
- k. Jobs
- l. Food, meals, restaurants
- m. Shopping, clothes, colors, and sizes
- n. Parts of the body, illness
- o. Technology

Stage II

2.0 Students acquire information, recognize distinctive viewpoints, and further their knowledge of other disciplines.

2.1 Students address topics related to self and the immediate environment, including:

- a. Social relationships
- b. People in the community
- c. Zoo and farm animals, fables
- d. Care of the home, interacting with people in the community
- e. Holiday customs and transition points in life
- f. Climate
- g. Cultural and leisure-time activities, outdoor, recreational activities, music
- h. Transportation, lodging, itineraries, geographic features and landmarks
- i. Curricular and extracurricular interests and events
- j. Significant historical figures
- k. Professions and the working world
- l. Cuisine and recipes
- m. Clothing and fashion
- n. Health, medical care
- o. Technological advances and innovation

Stage III

3.0 Students acquire information, recognize distinctive viewpoints, and further their knowledge of other disciplines.

3.1 Students address concrete and factual topics related to the immediate and external environment, including:

- a. Social norms
- b. Historical and cultural figures, stereotypes
- c. Animals and their habitats
- d. Community issues, current events
- e. Origins of rites of passage, social and regional customs
- f. Environmental concerns
- g. Media, Internet, television, radio, film
- h. Cultural, historical, and geographic aspects of travel
- i. Curricular and extracurricular subjects
- j. Significant historical events
- k. Careers and future plans
- l. Nutrition, fitness, and health

- m. Geographically and culturally appropriate clothing
- n. Cultural differences in health care
- o. Effects of technology on the modern world

Stage IV

4.0 Students acquire information, recognize distinctive viewpoints, and further their knowledge of other disciplines.

4.1 Students address complex, concrete, factual, and abstract topics related to the immediate and external environment, including:

- a. Societal expectations
- b. Cultural and literary archetypes
- c. Endangered species
- d. World events, social and political issues
- e. Belief systems
- f. International environmental issues
- g. The visual and performing arts
- h. The nature of an interdependent world
- i. Issues in curricular and extracurricular subjects
- j. Authors and their times
- k. Transnational careers and economies
- l. Issues of world hunger and health
- m. Design, production, and marketing of clothing
- n. Policy issues in health care
- o. The promise and challenge of technology

Communication:

To achieve communicative competence, students convey and receive messages effectively. Students actively use language to transmit meaning while responding to real situations. Moreover, they process language in linguistically and culturally appropriate ways while interacting with a wide variety of audiences. As they progress along the Language Learning Continuum, students engage in communication that is age- and stage-appropriate.

Stage I

- 1.0 Students use formulaic language (learned words, signs [ASL], and phrases).
- 1.1 Engage in oral, written, or signed (ASL) conversations.
- 1.2 Interpret written, spoken, or signed (ASL) language.
- 1.3 Present to an audience of listeners, readers, or ASL viewers. Functions
- 1.4 List, name, identify, and enumerate.
- 1.5 Identify learned words, signs (ASL), and phrases in authentic texts.
- 1.6 Reproduce and present a written, oral, or signed (ASL) product in a culturally authentic way

Stage II

- 2.0 Students use created language (sentences and strings of sentences).
- 2.1 Engage in oral, written, or signed (ASL) conversations.
- 2.2 Interpret written, spoken, or signed (ASL) language.
- 2.3 Present to an audience of listeners, readers, or ASL viewers. Functions
- 2.4 Initiate, participate in, and close a conversation; ask and answer questions.

2.5 Demonstrate understanding of the general meaning, key ideas, and some details in authentic texts.

2.6 Produce and present a simple written, oral, or signed (ASL) product in a culturally authentic way.

Stage III

3.0 Students use planned language (paragraphs and strings of paragraphs).

3.1 Engage in oral, written, or signed (ASL) conversations.

3.2 Interpret written, spoken, or signed (ASL) language.

3.3 Present to an audience of listeners, readers, or ASL viewers. Functions

3.4 Describe, narrate, explain, and state an opinion.

3.5 Demonstrate understanding of the main idea and key details in authentic texts.

3.6 Produce and present a written, oral, or signed (ASL) product in a culturally authentic way

Stage IV

4.0 Students use extended language (coherent and cohesive multi paragraph texts).

4.1 Engage in oral, written, or signed (ASL) conversations.

4.2 Interpret written, spoken, or signed (ASL) language.

4.3 Present to an audience of listeners, readers, or ASL viewers. Functions

4.4 Discuss, compare and contrast, and support an opinion; persuade.

4.5 Demonstrate understanding of the main ideas and most details in authentic texts.

4.6 Produce and present a complex written, oral, or signed (ASL) product in a culturally authentic way.

Cultures

To understand the connection between language and culture, students discern how a culture views the world. Students comprehend the ideas, attitudes, and values that shape the target culture. Those shared common perspectives, practices, and products incorporate not only formal aspects of a culture such as contributions of literature, the arts, and science, but also the daily living practices, shared traditions, and common patterns of behavior acceptable to a society. As they progress along the Language Learning Continuum, students demonstrate their understanding of cultural perspectives by behaving in culturally appropriate ways.

Stage I

1.0 Students use appropriate responses to rehearsed cultural situations.

1.1 Associate products, practices, and perspectives with the target culture.

1.2 Recognize similarities and differences in the target cultures and between students' own cultures.

1.3 Identify cultural borrowings.

Stage II

2.0 Students choose an appropriate response to a variety of situations.

2.1 Demonstrate understanding of the roles that products, practices, and perspectives play in the culture.

2.2 State similarities and differences in the target cultures and between students' own cultures.

2.3 State reasons for cultural borrowings.

Stage III

3.0 Students determine appropriate responses to situations with complications.

3.1 Use products, practices, and perspectives in culturally appropriate ways.

3.2 Describe similarities and differences in the target cultures and between students' own cultures.

3.3 Describe how products and practices change when cultures come in contact.

Stage IV

4.0 Students improvise appropriate responses to unpredictable situations.

4.1 Demonstrate culturally appropriate use of products, practices, and perspectives to others.

4.2 Explain similarities and differences in the target cultures and between students' own cultures.

4.3 Explain the changes in perspectives when cultures come in contact.

Structures

Languages vary considerably in the structures that learners use to convey meaning; therefore, the following standards are general in order to apply to all languages. It is expected that the curriculum will feature language-specific structures essential to accurate communication. As students acquire vocabulary in the target language, they grasp the associated concepts and comprehend the structures the language uses to convey meaning. Moreover, students discover patterns in the language system. A language system consists of grammar rules, vocabulary, and elements such as gestures and other forms of nonverbal communication. A language system also includes discourse, whereby speakers learn what to say to whom and when. As they progress along the Language Learning Continuum, students use linguistically and grammatically appropriate structures to comprehend and produce messages. Students identify similarities and differences among the languages they know.

Stage I

1.0 Students use orthography, phonology, or ASL parameters to understand words, signs (ASL), and phrases in context.

1.1 Use orthography, phonology, or ASL parameters to produce words or signs (ASL) and phrases in context.

1.2 Identify similarities and differences in the orthography, phonology, or ASL parameters of the languages the students know.

Stage II

2.0 Students use sentence-level elements (morphology or syntax or both) to understand concrete and factual topics.

2.1 Use sentence-level elements (morphology or syntax or both) to produce informal communications.

2.2 Identify similarities and differences in the sentence-level elements (morphology or syntax or both) of the languages the students know.

Stage III

3.0 Students use knowledge of text structure to understand topics related to the external environment.

3.1 Use paragraph-level discourse (text structure) to produce formal communications.

3.2 Identify similarities and differences in the paragraph-level discourse (text structure) of the languages the students know.

Stage IV

4.0 Students use knowledge of extended discourse to understand abstract and academic topics.

4.1 Use extended discourse (native-like text structure) to produce formal communications.

4.2 Identify similarities and differences in the extended discourse (native-like text structure) of the languages the students know.

Settings

For students to communicate effectively, they use elements of language appropriate to a given situation. Language conveys meaning best when the setting, or context, in which it is used, is known. This knowledge of context assists students not only in comprehending meaning but also in using language that is culturally appropriate. Context also helps define and clarify the meaning of language that is new to the learner. As students progress along the Language Learning Continuum, they carry out tasks in stage- and age-appropriate situations that reflect the target culture.

Stage I

1.0 Students use language in highly predictable common daily settings.

1.1 Recognize age-appropriate cultural or language-use opportunities outside the classroom.

Stage II

2.0 Students use language in interpersonal settings.

2.1 Participate in age-appropriate cultural or language-use opportunities outside the classroom.

Stage III

3.0 Students use language in informal and some formal settings.

3.1 Initiate age-appropriate cultural or language-use opportunities outside the classroom.

Stage IV

4.0 Students use language in informal and formal settings.

4.1 Sustain age-appropriate cultural or language-use opportunities outside the classroom.

5. What other textbooks have been reviewed?

Other texts reviewed are:

1) *¡Qué Chévere!* By EMC publishers:

This is a competent program that includes an up-to-date text as well as an online program, similar to Descubre. However, in comparison to the Descubre series, it falls short in the layout of the sections of the text as well as the clarity with which the grammar is presented.

2) *Avancemos* by Houghton Mifflin was also looked at. This program fell well short of our expectations of what a modern-day language program needs to be. The pages are too busy and sometimes confusing to look at, the pictures seem outdated, and the quality of paper used doesn't seem that it will last many years.

6. How do you intend to meet the "standards"?

The World Languages Department's goal has always been the same: to inform, expose, and educate our students and immerse them in an environment that is imbued with a variegated of aspects to language learning. This entails, not only teaching the basic tools that necessitate language acquisition and expression, but also illuminating our students to the diverse peoples of the Spanish-speaking world through culturally sound lessons.

By adhering to a sound curriculum that has been developed by our experienced teachers who are knowledgeable in the state standards in world languages, and guided by this modern and up-to-date language program that this text offers, the goal of meeting the standards will be manifested by the success of our students.

The Vista Higher Learning program is, as stated before, comprehensive and takes into account the meticulous progression toward language acquisition step by step through its well-organized text that is consistent in its layout.

Approved by:

Date:

Department Chairperson(s): Patrick Games

Date:

Principal: John Nazar

Date:

Assistant Superintendent, Curriculum and Instruction: Joy Dardenelle

Exhibit CABRILLO UNIFIED SCHOOL DISTRICT

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.b

BOARD AGENDA ITEM: Approve the Cabrillo Unified School District and Cabrillo Unified Teachers' Association Negotiated Agreement for 2016-2017 and 2018-2019

DEPARTMENT: Personnel

CONTACT PERSON: John Corry, Assistant Superintendent, Personnel

BACKGROUND INFORMATION:

The duration of the current Cabrillo Unified Teachers' Association (CUTA) contract is 2015-2016 through 2017-2018 expiring on June 30, 2018. On October 13, 2016, the Cabrillo Unified School District (CUSD) Governing Board approved reopeners for CUSD and CUTA. CUTA, pursuant to Article 23, Duration and Openers, invoked clause 23.2.2 to institute negotiations over Article 2 (Compensation), Article 3 (Health and Welfare) and Article 12 (Teaching Hours). CUSD reopened Article 2 (Compensation), Article 3 (Health and Welfare) and Article 9 (Evaluation). After five full days of negotiations, CUSD and CUTA reached a tentative agreement on March 6, 2017 which was subsequently ratified by CUTA.

REPORT/PROPOSAL:

The terms of the three-year agreement are included within this report. The agreement includes a 3.25% average increase over three years (2016-2017, 2017-2018 and 2018-2019) to the current 2015-2016 salary schedule effective July 1, 2017. The salary compensation is not a typical "across the board" salary increase as the strategic intent was to create a salary schedule to recruit new teachers and retain veteran teachers. All cells on the CUTA salary schedule received an increase but some cells, per our mutual agreement, received more compensation than other cells. In addition to salary schedule compensation, CUTA members hired after July 1, 2011 and who currently receive Kaiser Employee Only health benefits, vision and delta dental insurance (currently valued at \$8,941.92 annually) will be increased to \$11,167 effective July 1, 2018.

Other negotiated changes include increasing the number of creditable years of service for salary placement for new CUSD teachers from six years to eleven years. This will enable CUSD to place new CUSD teachers at Step 12 (formerly Step 7) on new salary schedule thus increasing our pool of candidates to be interviewed and hired. As per the agreement, the CUSD/CUTA Cocurricular and Special Assignment Salary Schedule (including Masters Degree) will be frozen for the duration of this agreement.

A full report of the agreement will be presented during the Governing Board meeting.

FINANCIAL IMPACT:

The projected cost is included within the enclosed AB 1200 report.

RECOMMENDATION:

Approve the Cabrillo Unified School District and Cabrillo Unified Teachers' Association Negotiated Agreement for 2016-2017 and 2018-2019.

**CABRILLO UNIFIED SCHOOL DISTRICT
AND
CABRILLO UNIFIED TEACHERS' ASSOCIATION**

**TENTATIVE AGREEMENT
2016-2017 THROUGH 2018-2019 SCHOOL YEARS**

March 6, 2017

The parties agree that the provisions of the 2015-2016 contract between the District and the Association shall remain in full force and effect except as specifically provided below.

Article 2 Compensation

2.1 2016-2017 through 2018-2019 Salary Schedules

2.1.1 The salary schedule for the 2016-2017 school year (Appendix A.1) shall be the schedule that existed for the 2015-2016 school year.

2.1.2 The salary schedules for the 2017-2018 and 2018-2019 school years are attached as Appendix A.2.

2.5 Pay Raises: The following changes are effective July 1, 2017:

2.5.2 A maximum of ~~six (6)~~**eleven (11)** year's prior credentialed experience shall be allowed for salary schedule placement **effective prospectively for unit members initially employed commencing with the 2017-2018 school year. (Also amend #7 in box under 2015-2016 salary schedule accordingly.)**~~placement of newly employed bargaining unit members.~~ Credit for other appropriate experience may be granted by recommendation of the Superintendent and approved by the Governing Board.

2.5.3 Column Placement

Bargaining unit members shall be placed on the salary schedule in the appropriate classification and step according to the following.

~~2.5.3.1 Classification A~~

~~Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university and up to forty-four (44) semester units beyond the Bachelor's Degree.~~

2.5.3.~~1~~² Classification ~~AB~~

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, up to fifty-nine (59) semester units, **or a Master's Degree** of which thirty (30) shall be at the upper division or graduate level.

2.5.3.~~2~~³ Classification ~~BC~~

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, sixty (60) semester units, **or a Master's Degree plus fifteen (15) semester units** of which **thirty-five (35) shall be at the upper division or graduate level.**

2.5.3.~~3~~⁴ Classification ~~CD~~

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, seventy-five (75) semester units, **or a Master's Degree plus thirty (30) semester units**~~forty (40) of which must be at the upper division or graduate level.~~

2.5.3.4 Classification D

Bargaining unit members who hold a regular California teaching credential and a recognized Bachelor's Degree from a regionally accredited four-year college or university, who have earned, since completing work for that degree, ninety (90) semester units, **or a Master's Degree plus forty-five (45) semester units**~~forty (40) of which must be at the upper division or graduate level.~~

2.5.4 Course Work Credit

Upper division and/or graduate academic units shall be those credits so designated on the transcript by the college, university, or institution from which the credits are earned. Any ~~lower division academic~~ units used for salary determination shall be work related and apply to bargaining unit members in columns **A**, B, C, or D. Units designated as continuing education units or earned through District sponsored workshops shall apply for salary determination to bargaining unit members moving into columns **A**, B, C, or D. Such units are limited to five **(5) units for column A**, ~~(5)-eight (8)~~ units for column B, ~~eight (8)-twelve (12)~~ units for column C, and ~~twelve (12)-fifteen (15)~~ units for column D. Such units must be approved in advance by the Personnel Department and shall be work related. (Continuing Education Units became effective 7/1/87.)

The standard of credit for units under continuing education or District workshops shall be at least twelve (12) contact hours for one unit of credit.

2.5.5 Request for Classification Change

Bargaining unit members who qualify for a higher salary class placement must submit a written request on a District-initiated survey for the Classification change with evidence of qualification to the Superintendent no later than April 15 of the school year preceding the anticipated change of classification. Bargaining unit members may alter their request until May 1 of the same year.

For the 2016-2017 school year only, bargaining unit members who qualify for a higher salary class placement for the 2017-2018 school year must submit a written request on a District-initiated survey for the Classification change with evidence of qualification to the Superintendent or designee, no later than June 30, 2017.

Sufficient units of college credit to support the requested classification change must be complete transcripts received in the Personnel Department no later than October 15 of the new contract period. The bargaining unit members may submit other verification records (grade report, letter from instructor or college/university) which will be used until the official transcript is submitted. Official transcripts must be on file by the beginning of the second semester.

2.7 Additional Compensation

The following forms of additional compensation shall remain unchanged and become flat amounts subject to possible increases through future negotiations.

Any relevant previous formulas formerly appearing beneath the salary schedule are eliminated.

2.7.1 Master's Degree Stipend: Bargaining unit members who hold an earned Master's Degree from an accredited college or university will receive additional compensation in the amount of \$2,538 (see Appendix A.1).

2.7.2 National Board Certification Stipend: Bargaining unit members who have earned National Board Certification will receive additional compensation in the amount of \$2,538 (see Appendix A.1).

2.7.3 Cocurricular and Special Assignment Salary Schedule shall be according to Appendix B (based on Appendix A.1).

2.7.4 Hourly Rate: The hourly rate shall be computed on the basis of Appendix A.1 (\$32.59).

2.7 Master's Degree

~~Bargaining unit members who hold an earned Master's Degree from an accredited college or university will receive additional compensation in an amount equal to the difference between steps A-4 and A-5 on the District's approved salary schedule for certificated personnel, Appendix A.1.~~

2.8 ~~Ten~~Eleven-Month Pay Plan

2.8.1 Commencing with the 2017-2018 school year, ~~A~~ all full-year bargaining unit members are paid in ~~ten~~ **eleven (11)** monthly installments, ~~September~~ **August** through June. They may elect to have their salary paid in twelve (12) monthly installments, ~~September through~~ **August through July**. To exercise the 12-month option, bargaining unit members must submit a signed written request to the Payroll Department no later than ~~September~~ **August** 1.

2.8.2 Unit members whose first official date of paid service (i.e., after all necessary documents have been filed with the District) is after the date for submission of payroll to the County Office of Education shall receive their first paycheck on the pay day for the subsequent month. For example if the payroll cutoff date is August 10, and the unit member's first official date of paid service is August 15, s/he would receive her/his first paycheck on September 30.

Article 3 Health and Welfare

3.1 Health Insurance

3.1.1 Health and Welfare Benefits

For the 2012-13 Plan Year:

Status quo.

For the 2013-14 Plan Year:

- a. Commencing with the 2013-14 school year (i.e., the benefit plan year on October 1, 2013), the District's maximum contribution toward medical benefits for the term of this Agreement (i.e., through the 2014-2015 plan year) shall not exceed premiums for the Kaiser High Plan offered through the District's

health benefit carrier. Upon expiration of this Agreement, the provisions set forth for 2014-2015 below shall apply.

- b. All other provisions of Article 3 shall remain status quo, except that section 3.1.1 (i.e., the \$75/\$100 employee contribution) shall be eliminated effective October 1, 2013.

For the 2014-15 Plan Year:

Status quo as described in 2013-2014 above, subject to the following: Upon expiration of this Agreement, effective with the plan year beginning October 1, 2015, the District's maximum contribution toward medical benefits shall not exceed premiums for the high plan of the lowest cost provider offered through the District's health benefit carrier.

New Employees The maximum District contribution for health benefits for employees whose first date of paid service is on or after July 1, 2011 shall be equal to the annual cost of coverage for the employee only **subject to section c directly below.**

- a. New employees may elect to contribute out of pocket through monthly (12 months) automatic payroll deduction if they wish to purchase coverage beyond the employee only level.

- b. The definition of "new employees" as used herein excludes unit members who were employed during the 2009-2010 school year who were laid off at the end of that year, or in any subsequent year, if such employee(s) are rehired within the statutory 39 month reemployment period.

- c. **Effective July 1, 2018, the maximum annual District contribution for health benefits for employees whose first date of paid service is on or after July 1, 2011 shall be \$11,167. This amount shall remain fixed unless negotiated otherwise.**

The District will establish an IRC 125 plan for those employees who desire to utilize it to pay for the remaining health coverage costs.

Cash in-Lieu: The cash in-lieu established July 1, 2007, is \$193.00. The increase in cash in-lieu is calculated on the annual percentage of compensation increase. Those teachers employed after July 1, 2003 will not be eligible for the cash in-lieu option.

Proof of coverage must be received by the Personnel Department no later than 4:00 p.m., September 10. Proof of coverage must be in the form of an official letterhead correspondence from the medical provider or the employer providing the medical coverage. Proof of coverage must be provided annually.

Article 24 Duration and Reopeners

24.1 Duration

This Agreement shall be effective July 1, ~~2015~~**2016** and shall continue in full force and effect through and including until June 30, ~~2018~~**2019**.

24.2 Reopeners

24.2.1 There shall be no reopener negotiations for the term of this Agreement, subject to section 24.2.2 below, in the 2015-2016 and 2016-17 school years except as provided immediately below and in section 24.2.3.

24.2.2 If the Second Interim Budget Report multiyear projection (MYP) for the 2018-2019 school year reflects less than the minimum three percent (3%) reserve for economic uncertainties for the 2019-2020 school year, upon written request by the District, the parties shall immediately reopen negotiations over Article 6 (Class Size) for the purpose of considering changes intended to enable the District to achieve at least a projected 3% reserve for the 2019-2010 school year. If the parties do not reach agreement, either party may submit this single Article to the statutory impasse process regardless of any other pending negotiations.

24.2.1.1 ~~The parties shall reopen negotiations over the subject of job sharing in accordance with public notice ("sunshining") procedures.~~

24.2.1.2 ~~Upon written request of the Association, negotiations shall be reopened over the potential impact of enacted trailer legislation to the 2015-2016 State Budget Act regarding the District's "fair share" contribution from when the District was in basic aid status.~~

24.2.2 ~~Reopeners for the 2017-2018 school year shall occur over Article 2 (Compensation), Article 3 (Health and Welfare) and one additional Article selected by each party~~

24.2.3 The District and CUTA will negotiate the calendar annually or with any other frequency mutually agreed to.

24.2.4 Notwithstanding any provision of this Agreement, the parties may mutually agree to reopen negotiations at any time on any matter covered by this Agreement.

24.2.5 On or before March 1, ~~2018~~2019 the parties shall submit initial proposals for a successor negotiated agreement to begin in ~~2018-2019~~2019-2020.



Jane Yuster, CUSD, Superintendent

3/10/17

Date



John Corry, CUSD, Assistant Superintendent

3-10-17

Date



Sean Riordan, CUTA, President

4/5/17

Date



Kathleen Wall, CUTA, Chief Negotiator

4/5/17

Date

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay CA 94019

2017-18 CERTIFICATED SALARY SCHEDULE

Years	A MA or BA + 0 to 59	B MA+15 or BA+60	C MA+30 or BA+75	D MA+45 or BA+90
Step 1	49,114	49,114	50,549	51,486
Step 2	49,114	49,970	53,136	54,069
Step 3	50,800	53,386	55,713	56,646
Step 4	53,386	55,963	58,290	59,223
Step 5	55,963	58,540	60,868	61,800
Step 6	58,540	61,118	63,444	64,376
Step 7	61,118	63,694	66,021	66,953
Step 8	63,694	66,271	68,598	69,438
Step 9	66,271	68,848	71,082	72,107
Step 10	68,848	71,332	73,751	74,684
Step 11	71,332	74,001	76,328	77,261
Step 12	74,001	76,578	78,905	79,398
LONGEVITY				
Step 15		80,451	82,640	82,896
Step 18		83,801	85,941	86,511
Step 21			89,242	90,126
Step 24			90,126	92,091
Step 27			92,101	94,121

CALCULATIONS

1)	An annual stipend will be paid to each teacher for an earned Master's Degree.	\$2,538
2)	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	\$2,538
3)	Number of paid days per school year:	185
4)	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
5)	A maximum of eleven (11) year's prior credentialed experience shall be allowed for initial salary placement.	
6)	Approved by the Governing Board on May 11, 2017.	

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay CA 94019

2018-19 CERTIFICATED SALARY SCHEDULE

Years	A MA or BA + 0 to 59	B MA+15 or BA+60	C MA+30 or BA+75	D MA+45 or BA+90
Step 1	50,000	50,000	51,211	53,085
Step 2	50,000	51,711	53,835	55,700
Step 3	51,711	54,335	56,450	58,315
Step 4	54,335	56,950	59,065	60,931
Step 5	56,950	59,565	61,681	63,545
Step 6	59,565	62,181	64,295	66,160
Step 7	62,181	64,795	66,910	68,775
Step 8	64,795	67,410	69,525	71,205
Step 9	67,410	70,025	71,955	74,004
Step 10	70,025	72,455	74,754	76,620
Step 11	72,455	75,254	77,370	79,235
Step 12	75,254	77,870	79,985	80,971
LONGEVITY				
Step 15		81,800	83,640	84,151
Step 18		85,199	86,941	88,080
Step 21			90,242	92,010
Step 24			92,010	95,939
Step 27			95,959	100,000

CALCULATIONS

1)	An annual stipend will be paid to each teacher for an earned Master's Degree.	\$2,538
2)	Beginning in the 2005-06 school year, an annual stipend will be paid to each teacher who receives National Board Certification.	\$2,538
3)	Number of paid days per school year:	185
4)	Teachers with valid California teaching credentials will initially be placed on Column A unless additional units are verified for higher placement.	
5)	A maximum of eleven (11) year's prior credentialed experience shall be allowed for initial salary placement.	
6)	Approved by the Governing Board on May 11, 2017.	

SAN MATEO COUNTY
PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), AB 2756 (Statutes of 2004), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Cabrillo Unified School District**
Name of Bargaining Unit: **Cabrillo Unified Teachers' Association**
Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **July 1, 2016** and ending: **June 30, 2019**
(date) (date)

The Governing Board will act upon this agreement at its meeting on: **11-May-17**
(date)

(Note: This form, along with a copy of the proposed agreement, must be submitted to the county office at least ten (10) working days prior to the date the governing board will take action.)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 16-17	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 17-18	Year 2 Increase/(Decrease) FY18-19	Year 3 Increase/(Decrease) FY 19-20
1 Salary Schedule Increase (Decrease)	\$ 12,239,986	\$ 404,484	\$ 404,484	\$ -
		3.3046%	3.1989%	0.0000%
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -			
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, overtime, etc.)	\$ -	\$ -	\$ -	\$ -
		%	%	%
Description of other compensation:				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 2,284,973	\$ 64,717	\$ 64,717	\$ -
		2.8323%	2.7543%	0.0000%
5 Health/Welfare Plans:	\$ 2,144,669	\$ -	\$ 266,586	\$ -
		0.0000%	12.4302%	0.0000%
Description of health & welfare plans:	Hired before July 1, 2011 full family at the cost of Kaiser, hired after July 1, 2011 employee only at the cost of Kaiser.		Hired before July 1, 2011 full family at the cost of Kaiser, hired after July 1, 2011 hard cap of \$11,167.	
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 16,669,628	\$ 469,201	\$ 735,787	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	168.00			
8 Total Compensation <u>Average</u> Cost per Employee	99223.98	2792.86	4379.68	0
		2.81%	4.29%	0.00%

9. Please provide summary of negotiated agreement. For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

For the beginning of the 17-18 fiscal year, a new certificated salary schedule will be in place. The total cost of the new salary schedule will be split over 17-18 & 18-19. A hard cap of \$11,167 for CUTA members hired after July 1, 2011 beginning July 1, 2018.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

A MA+45/BA+90 column was added as well as additional longevity steps in the MA+30/BA+75 & MA+45/BA+90.

11. Does this bargaining unit have any recipients of life time benefits? If so, please indicate number of FTEs and health & welfare amounts.

NO

12. A. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐
If yes, please describe the cap amount.

Hired before July 1, 2011 Kaiser full family is available, hired after July 1, 2011, and beginning July 1, 2018 a hard cap of 11,167 will be offered.

- B. Describe any negotiated changes in non-compensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

- C. Are reduction to budget or program necessary to accommodate the settlement?
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

At this time no; however, because this is a 3 year agreement - reductions may be necessary in out years pending budget information from the State.

- D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

If the 2nd Interim budget reporting MYP for the 18-19 school year reflects less than the minimum 3% reserve for economic uncertainty for the 19-20 school year, upon written request by the District, the parties shall immediately reopen negotiations over Article 6 (Class Size) for the purpose of considering changes intended to enable the District to achieve at least a projected 3% reserve for the 2019-2020 school year. If the parties do not reach agreement, either party may submit this single Article to the statutory impasse process regardless of any other pending negotiations.

- E. Will this agreement create, increase or decrease deficit spending in the current or subsequent year(s)? "Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Yes, there will be an increase in deficit spending. In the 17-18 fiscal it is projected a deficit spending of 645,844 and for 18-19 a projected deficit spending of 1,244,830. The district must be able to recruit and retain qualified teachers.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

NA

- G. Source of Funding for Proposed Agreement

1. Current Year

General fund.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e. Revenue Limit COLA, staffing reductions, staffing ratio changes, one-time sources, etc.)?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

General fund revenue calculations according to the FCMAT calculator, staffing to ratios, and spending down reserves.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: CUTA

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 1/31/2017)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 26,547,633	\$ -	\$ -	\$ 26,547,633
Remaining Revenues (8100-8799)	\$ 1,505,921	\$ -	\$ -	\$ 1,505,921
TOTAL REVENUES	\$ 28,053,554	\$ -	\$ -	\$ 28,053,554
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 11,359,501	\$ -	\$ -	\$ 11,359,501
Classified Salaries (2000-2999)	\$ 2,281,455	\$ -	\$ -	\$ 2,281,455
Employee Benefits (3000-3999)	\$ 4,831,704	\$ -	\$ -	\$ 4,831,704
Books and Supplies (4000-4999)	\$ 275,450	\$ -	\$ -	\$ 275,450
Services, Other Operating Expenses (5000-5999)	\$ 2,033,971	\$ -	\$ -	\$ 2,033,971
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 10,200	\$ -	\$ -	\$ 10,200
Direct Support/Indirect Cost (7300-7399)	\$ (57,895)	\$ -	\$ -	\$ (57,895)
Other Adjustments				
TOTAL EXPENDITURES	\$ 20,734,386	\$ -	\$ -	\$ 20,734,386
OPERATING SURPLUS (DEFICIT)	\$ 7,319,168	\$ -	\$ -	\$ 7,319,168
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 240,965	\$ -	\$ -	\$ 240,965
CONTRIBUTIONS (8980-8999)	\$ (6,031,884)	\$ -	\$ -	\$ (6,031,884)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,046,319	\$ -	\$ -	\$ 1,046,319
BEGINNING BALANCE	\$ 4,063,936			\$ 4,063,936
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 5,110,255	\$ -	\$ -	\$ 5,110,255
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	\$ 35,500	\$ -	\$ -	\$ 35,500
Restricted (9730-9749)	\$ -	\$ -	\$ -	\$ -
Committed (9750-9769)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Assigned (9770-9788)	\$ 1,426,000	\$ -	\$ -	\$ 1,426,000
Unassigned (9789-9790)	\$ 3,648,755	\$ -	\$ -	\$ 5,074,755

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: CUTA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/2017)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 1,605,261	\$ -	\$ -	\$ 1,605,261
Remaining Revenues (8100-8799)	\$ 6,306,317	\$ -	\$ -	\$ 6,306,317
TOTAL REVENUES	\$ 7,911,578	\$ -	\$ -	\$ 7,911,578
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 2,968,075	\$ -	\$ -	\$ 2,968,075
Classified Salaries (2000-2999)	\$ 3,325,301	\$ -	\$ -	\$ 3,325,301
Employee Benefits (3000-3999)	\$ 3,765,041	\$ -	\$ -	\$ 3,765,041
Books and Supplies (4000-4999)	\$ 1,884,886	\$ -	\$ -	\$ 1,884,886
Services, Other Operating Expenses (5000-5999)	\$ 2,628,046	\$ -	\$ -	\$ 2,628,046
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 225,000	\$ -	\$ -	\$ 225,000
Direct Support/Indirect Cost (7300-7399)	\$ 48,483	\$ -	\$ -	\$ 48,483
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,844,832	\$ -	\$ -	\$ 14,844,832
OPERATING SURPLUS (DEFICIT)	\$ (6,933,254)	\$ -	\$ -	\$ (6,933,254)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,031,884	\$ -	\$ -	\$ 6,031,884
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (901,370)	\$ -	\$ -	\$ (901,370)
BEGINNING BALANCE	\$ 901,370			\$ 901,370
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted (9730-9749)	\$ -	\$ -	\$ -	\$ -
Committed (9750-9769)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Assigned (9770-9788)	\$ -	\$ -	\$ -	\$ -
Unassigned (9789-9790)	\$ -	\$ -	\$ -	\$ -

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: CUTA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/2017)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 28,152,894	\$ -	\$ -	\$ 28,152,894
Remaining Revenues (8100-8799)	\$ 7,812,238	\$ -	\$ -	\$ 7,812,238
TOTAL REVENUES	\$ 35,965,132	\$ -	\$ -	\$ 35,965,132
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 14,327,576	\$ -	\$ -	\$ 14,327,576
Classified Salaries (2000-2999)	\$ 5,606,756	\$ -	\$ -	\$ 5,606,756
Employee Benefits (3000-3999)	\$ 8,596,745	\$ -	\$ -	\$ 8,596,745
Books and Supplies (4000-4999)	\$ 2,160,336	\$ -	\$ -	\$ 2,160,336
Services, Other Operating Expenses (5000-5999)	\$ 4,662,017	\$ -	\$ -	\$ 4,662,017
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 235,200	\$ -	\$ -	\$ 235,200
Direct Support/Indirect Cost (7300-7399)	\$ (9,412)	\$ -	\$ -	\$ (9,412)
Other Adjustments				
TOTAL EXPENDITURES	\$ 35,579,218	\$ -	\$ -	\$ 35,579,218
OPERATING SURPLUS (DEFICIT)	\$ 385,914	\$ -	\$ -	\$ 385,914
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 240,965	\$ -	\$ -	\$ 240,965
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 144,949	\$ *	\$ -	\$ 144,949
BEGINNING BALANCE	\$ 4,965,306			\$ 4,965,306
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 5,110,255	\$ -	\$ -	\$ 5,110,255
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	\$ 35,500	\$ -	\$ -	\$ 35,500
Restricted (9730-9749)	\$ -	\$ -	\$ -	\$ -
Committed (9750-9769)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Assigned (9770-9788)	\$ 1,426,000	\$ -	\$ -	\$ 1,426,000
Unassigned (9789-9790)	\$ 3,648,755	\$ -	\$ -	\$ 5,074,755

* If the total amount of the Adjustment in Col. 2 does not agree with the amount of the Total Compensation Increase (Decrease) in Section A, Line 6, Page 1, explain the variance below: _____

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT FISCAL YEARS**Multiyear Projection - Combined General Fund**

Enter Bargaining Unit: CUTA

	FY 16-17	FY 17-18	FY 18-19
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 28,152,894	\$ 28,577,696	\$ 29,677,895
Remaining Revenues (8100-8799)	\$ 7,812,238	\$ 7,283,196	\$ 7,130,220
TOTAL REVENUES	\$ 35,965,132	\$ 35,860,892	\$ 36,808,115
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 14,327,576	\$ 14,654,430	\$ 15,388,639
Classified Salaries (2000-2999)	\$ 5,606,756	\$ 5,732,908	\$ 5,861,898
Employee Benefits (3000-3999)	\$ 8,596,745	\$ 9,146,094	\$ 10,039,112
Books and Supplies (4000-4999)	\$ 2,160,336	\$ 2,619,097	\$ 2,295,575
Services, Other Operating Expenses (5000-5999)	\$ 4,662,017	\$ 3,887,454	\$ 4,000,968
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 235,200	\$ 235,200	\$ 235,200
Direct Support/Indirect Cost (7300-7399)	\$ (9,412)	\$ (9,412)	\$ (9,412)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 35,579,218	\$ 36,265,771	\$ 37,811,980
OPERATING SURPLUS (DEFICIT)	\$ 385,914	\$ (404,879)	\$ (1,003,865)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 240,965	\$ 240,965	\$ 240,965
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 144,949	\$ (645,844)	\$ (1,244,830)
BEGINNING BALANCE	\$ 4,965,306	\$ 5,110,255	\$ 4,464,411
CURRENT-YEAR ENDING BALANCE	\$ 5,110,255	\$ 4,464,411	\$ 3,219,581
COMPONENTS OF ENDING BALANCE:			
Nonspendable (9711-9719)	\$ 35,500	\$ 35,500	\$ 35,500
Restricted (9730-9749)	\$ -	\$ -	\$ -
Committed (9750-9769)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Assigned (9770-9788)	\$ -	\$ -	\$ -
Unassigned (9789-9790)	\$ 5,074,755	\$ 4,428,911	\$ 3,184,081

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		FY 16-17	FY 17-18	FY 18-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 35,338,253	\$ 36,024,806	\$ 37,571,015
b.	State Standard Minimum Reserve Percentage for this District: (enter percentage) :	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,060,148	\$ 1,080,744	\$ 1,127,130

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund (Fund 01) Stabilization Arrangements, % Unassigned Fund Balance (includes Reserve for Economic Uncertainties)	\$ 5,074,755	\$ 4,428,911	\$ 3,184,081
b.	Special Reserve Fund (Fund 17) Unassigned Fund Balance	\$ -	\$ -	\$ -
c.	Total Available Reserves	\$ 5,074,755	\$ 4,428,911	\$ 3,184,081
d.	Reserve for Economic Uncertainties Percentage	14.36%	12.29%	8.47%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 16-17

Yes

☒

No

☐

FY 17-18

Yes

☒

No

☐

FY 18-19

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves? Provide comments/explanations below:

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

(The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.)

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and the Chief Business Officer of Cabrillo Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Cabrillo Unified Teacher's Association (Bargaining Unit), during the term of the agreement from July 1, 2016 to June 30, 2019

Jane Yuster

District Superintendent
 (Signature Over Printed Name)

Date

Crystal Leach

Chief Business Officer
 (Signature Over Printed Name)

Date

L. CERTIFICATION NO. 2

(The disclosure document must be signed by the district Superintendent or designee and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.)

The information provided in this document summarizes the financial implications of the proposed agreement and submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Jane Yuster

District Superintendent
 (Signature Over Printed Name)

Date

Crystal Leach

 Contact Person

650-712-7135

 Phone

Sophia Layne

President or Clerk of the Governing Board
 (Signature Over Printed Name)

Date

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

- ☒ ACTION
- ☐ CONSENT
- ☐ DISCUSSION
- ☐ INFORMATION

BOARD AGENDA NUMBER: 15.c

BOARD AGENDA ITEM: Adopt Resolution No. 09-17: Declaration for Substitute CBEST Waiver

DEPARTMENT: Personnel

CONTACT PERSON: John Corry, Assistant Superintendent, Personnel and Pupil Services

BACKGROUND INFORMATION:

The California Commission on Teacher Credentialing is relaxing the requirement that each individual who wishes to be employed as a substitute and has not yet taken the CBEST must be approved by the Governing Board before a waiver is submitted to the Commission.

Instead, the Commission is requiring that a Governing Board declare that the district has hired teachers from its substitute pool to implement the Class Size Reduction Program and is now experiencing difficulty in recruiting individuals who qualify for the 30-Day substitute Teaching Permit. This declaration needs be approved only once for all substitute CBEST waivers requested in 2017-2018.

REPORT/PROPOSAL:

The formal Declaration is attached for approval of the Governing Board. This approved declaration from the Governing Board's minutes will be attached to each substitute CBEST waiver.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 09-17 Declaration for Substitute CBEST Waiver.

**Cabrillo Unified School District
Resolution No. 09-17
Declaration for Substitute CBEST Waiver**

WHEREAS, the Governing Board of Cabrillo Unified School District declares that teachers were hired from the district's substitute pool to implement class size reduction; and

WHEREAS, as a consequence of this action, the district is unable to recruit substitutes who have had an opportunity to take and pass the California Basic Education Skills Test (CBEST);

NOW, THEREFORE BE IT RESOLVED that the district anticipates employing 15 substitutes on Variable Term CBEST Waivers.

APPROVED, PASSED and ADOPTED Resolution No. 09-17 on this 11th day of May, 2017 by the Governing Board of Cabrillo Unified School District, Half Moon Bay, California.

AYES in Favor of Said Resolution:

NOES Against Said Resolution:

ABSENT:

ABSTAIN:

Certified by: _____

Date: _____

Sophia Layne
Clerk to the Governing Board

CABRILLO UNIFIED SCHOOL DISTRICT BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ ACTION
☐ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 15.d

BOARD AGENDA ITEM: Adopt Fiscal Year-End Resolution No. 10-17 to Approve Budgetary Increases and Transfers at Year-End

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

Every year, the Governing Board adopts the following resolution allowing the Business Office to perform the accounting necessary to close the previous fiscal year books. By adopting this resolution at this time, the Business Office does not have to call a Special Governing Board Meeting to accomplish these tasks.

A. Resolution No. 10-17 Budgetary Increases and Transfers at Year-End.

Fiscal year-end posting of warrants, liabilities or both may cause overages in expenditure accounts that will need budget transfers between major objects or reserve accounts. District governing boards must approve budget revisions and transfers to any over expended major object of expenditure. Resolution authorizes the Chief Business Official to implement any necessary changes on behalf of the Governing Board.

REPORT/PROPOSAL:

Fiscal, year-end resolution is presented for Governing Board approval.

FINANCIAL IMPACT:

There is no financial impact. Adjustments will be presented with unaudited actuals.

RECOMMENDATION:

Adopt fiscal year-end Resolution No. 10-17 to approve budgetary increases and transfers at year-end.

CABRILLO UNIFIED SCHOOL DISTRICT

Resolution No. 10-17

**RESOLUTION FOR BUDGETARY INCREASES
AND TRANSFERS AT YEAR-END**

WHEREAS Education Code Section 42600 limits school district expenditures in each major expenditure classification to the total budgeted amount, as approved by the Board of Trustees of the school district,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees, in accordance with Education Code Sections 42601 and 85201, does hereby authorize the San Mateo County Superintendent of Schools to make transfers between the unappropriated fund balance and expenditure classifications, and to transfer budgeted amounts between expenditure classifications, as necessary to permit payment of obligations of the district for fiscal year 2016-2017; and,

BE IT FURTHER RESOLVED that the Secretary of the Board of Trustees be instructed to prepare two copies of this resolution and present them to the County Superintendent of Schools for approval.

REGULARLY passed and adopted this 11th day of May, 2017 Resolution No. 10-17 by the Governing Board, of Cabrillo Unified School District, Half Moon Bay, by the following vote:

AYES in Favor of Said Resolution:

NOES Against Said Resolution:

ABSTENTIONS:

ABSENCES:

Certified by: Sophia Layne
Clerk to the Governing Board

Date

Jane Yuster (District Superintendent)

Date

*My signature certifies the above vote of the Board of Trustees to be accurate and true.

Anne Campbell (County Superintendent of Schools) Approved/Filed Date

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.e

BOARD AGENDA ITEM: Adopt Fiscal Year-End Resolution No. 11-17 to Approve Appropriating Ending Balance to a Reserve

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

Every year, the Governing Board adopts the following resolution allowing the Business Office to perform the accounting necessary to close the previous fiscal year books. By adopting this resolution at this time, the Business Office does not have to call a Special Governing Board Meeting to accomplish this task.

A. Resolution No. 11-17, Appropriating Ending Balance to a Reserve.

Establishes a reserve account and appropriates any funds not already appropriated. This action allows the appropriation of all ending balance amounts to a reserve account, thereby eliminating the ending balance from being subject to the Gann Limitation in the next fiscal year.

REPORT/PROPOSAL:

Fiscal, year-end resolution is presented for Governing Board approval.

FINANCIAL IMPACT:

There is no financial impact. Appropriations will be presented with unaudited actuals.

RECOMMENDATION:

Adopt Fiscal Year-End Resolution No. 11-17 to approve appropriating ending balance to a reserve.

CABRILLO UNIFIED SCHOOL DISTRICT

Resolution No. 11-17

**RESOLUTION FOR APPROPRIATING
ENDING BALANCE TO A RESERVE**

WHEREAS, all public agencies including school districts must appropriate revenues pursuant to Article XIII B of the California Constitution; and,

WHEREAS, Section 2 of Article XIII B requires that any revenues not appropriated in compliance with the Article be returned through a revision in tax rates or fee schedules; and,

WHEREAS, Section 5 of Article XIII B allows an entity of government, including a school district, to establish a reserve and that contributions made to such a reserve are considered to be appropriations subject to the limitations of Article XIII B in the year in which the contribution is made and that expenditures of withdrawals from such a reserve are not subject to the limitations of Article XIII B; and,

WHEREAS, the district wishes to ensure that all revenues received during the 2016-2017 fiscal year have been appropriated and, furthermore, that such revenues not be subject to limitation in any future fiscal year;

NOW, THEREFORE, BE IT RESOLVED that, at the close of the 2016-2017 fiscal year any moneys from revenues and beginning balances not expended during the fiscal year are hereby appropriated to a Reserve Account within the General Fund, as authorized by Section 5 of Article XIII B of the California Constitution.

REGULARLY passed and adopted this 11th day of May, 2017 Resolution No. 11-17 by the Governing Board of Cabrillo Unified School District by the following vote:

AYES in Favor of Said Resolution:

NOES Against Said Resolution:

ABSTENTIONS:

ABSENCES:

Certified by: Sophia Layne
Clerk to the Governing Board

Date

Jane Yuster (District Superintendent)

Date

*My signature certifies the above vote of the Board of Trustees to be accurate and true.

Anne Campbell (County Superintendent of Schools) Approved/Filed Date

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.f

BOARD AGENDA ITEM: Approve Contract with Anderson Brule Architects Inc.
For the Repair and Reconstruction of Building C at
Cunha Intermediate School

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

In connection with Building C at the Cunha Intermediate School, District staff released a Request for Qualifications ("RFQ") to architecture firms and design professionals. The RFQ was for the purpose of obtaining qualified providers of design-related services for the repair and reconstruction of Building C ("Building C Project"). The Project will address the water intrusion at Building C and allow it to be used once again by students and teachers.

REPORT/PROPOSAL:

District staff reviewed responses to the RFQ for professional services for the Building C Project, which included a State of Qualifications provided by Anderson Brule Architects, Inc.

The Anderson Brule Architects, Inc. firm has extensive experience in school construction design and coordination with the Department of General Services and Division of the State Architect. District staff subsequently requested and received a proposal from Anderson Brule Architects, Inc. for professional design services for the Building C Project. A contract was subsequently negotiated to encompass the necessary scope for this unique repair and reconstruction project, utilizing a two-increment approach. The two increment approach contains a set "not to exceed" fee for Increment One.

Based on information obtained in Increment One, Anderson Brule Architects, Inc. will be able to provide pricing for Increment Two, which will be a set "not to exceed" fee for those services. Using the two-increment approach helps ensure that the fee for Increment Two will not contain unnecessary contingency. Final pricing for Increment Two will be brought before the Board for approval or ratification.

FINANCIAL IMPACT:

Increment One cost: \$172,746.

RECOMMENDATION:

Approve contract with Anderson Brule Architects Inc. for the repair and reconstruction of Building C at Cunha Intermediate School.



A N D E R S O N B R U L É A R C H I T E C T S

April 21, 2017

RE: **Cunha Intermediate School - Building C Reconstruction
Phase 1 Proposal**

Dear Crystal Leach,

Anderson Brulé Architects, Inc. (ABA) is pleased to submit this proposal to Cabrillo Unified School District (CUSD) for architectural services for the Cunha Intermediate School, Building C Reconstruction.

Context

CUSD would like to investigate and mitigate water intrusion problems on a 2 story classroom building at Cunha Intermediate School. The building opened in 2010 and had to be evacuated in March 2016 due to severe mold throughout the building.

Approach

In order to identify the specific needs of the reconstruction and to define the scope of the work that will be completed, ABA will work collaboratively with CUSD to plan the best approach for the project. During the initial meeting with CUSD, it was discussed that the reconstruction process should be completed in phases, and the following phases were outlined:

- Phase 1 – Define Scope of Work
- Phase 2 – Design and Construction Documents
- Phase 3 – DSA Review and Approval
- Phase 4 – Construction

The ABA team will gain a detailed understanding of the condition of the building by performing various testing and investigative demolition. At the end of Phase 1, the ABA team will provide a recommended scope of work and project schedule for Phase 2, Phase 3 and Phase 4, and will work with the District's construction manager to develop a project budget. This proposal is for Phase 1 only.

Strategies, Architecture & Interiors

Anderson Brulé Architects Inc. 325 South First Street, 4th Floor San José, California 95113
Tel: 408 298 1885 Fax: 408 298 1887
www.aba-arch.com

Proposed Scope of Work for Phase 1

1.0 – Review Existing Drawings

ABA and our Consultant Team will review the existing record drawings along with specifications, calculations and any other Data/Information provided by CUSD to gain an understanding of the existing conditions, prior to the first site visit.

1.1 – Site Visit #1 – Project Kick-Off

ABA will lead a site visit and conduct a project kick off meeting with the consultant team and the District to initiate the project and setup the framework and relationships to bring success to the project. Meeting will consist of:

- Review and validate the process map and proposed scope of work for phase 1
- Establish communication and decision making protocols for the project and define rolling schedule and action item check-ins on a bi-weekly basis.
- Identify available key pieces of project and site information to share with the team. Determine needed information.
- Walk project site to view and document existing conditions, and identify potential areas for investigative demolition
- DSA representatives will be invited to this site visit, and kept informed of the team's progress throughout Phase I

1.2 – Plan & Strategy for Investigative Demolition and Testing

From the information gathered during Site Visit #1, ABA and the consultant team will develop a plan to perform water testing and investigative demolition in selected areas. The plan will be coordinated with Blach Construction and the District, who can coordinate with their insurance agent and others to be present during this testing and demolition, if necessary.

1.3 – Community Presentation #1

ABA, in collaboration with the District, will facilitate a public presentation to:

- Present the Phase 1 approach
- Share anticipated timeline
- Gather community input

Environmental Hazmat Investigation (Conducted by District)

ABA recommends the District hire an environmental hazmat consultant to investigate and determine if any building systems, casework, fixtures, furniture or equipment are contaminated with mold or other harmful pathogen. This will help us determine what can be reused and what will need to be replaced in the recommended scope of work.

1.4 – Water Testing

Based on the plan from activity 1.2, Simpson Gumpertz & Heger (SGH) will conduct water testing, in an effort to determine where water intrusion is occurring. This will help determine the extent of investigative demolition to expose sources and causes of water intrusion, as well as remediation required for the building envelope. If necessary, SGH will coordinate with third party testing and inspections laboratory to be present during water testing or possibly conduct the testing themselves. This will be determined by the building component or system needing to be tested.

1.5 – Plan & Strategy for Investigative Demolition

From the information gathered during the water testing activity 1.4, ABA and SGH will develop a plan to perform investigative demolition in selected areas to further test the building envelope, components and/or systems. Once a plan is finalized, the District can coordinate with their insurance agent to be present during the demolition phase, if necessary.

1.6 – Investigative Demolition (Building Envelope Systems) / Site Visit #2

Based on the plan from activity 1.5 and if required, SGH will conduct further investigative demolition in key areas. This will assist in developing a plan for remediation of the failed building components or systems. If necessary, SGH will coordinate with third party testing and inspections laboratory to be present during investigative demolition. ABA will be present to observe the investigative demolition.

1.7 – Report with Findings from Building Envelope Consultant

SGH will prepare a report identifying their findings and recommended remediation efforts. ABA will coordinate this report with a final report and recommendations that will be submitted to the District.

1.8 – Investigative Demolition and Testing (Structural and MEP Systems)

Based on the plan from activity 1.2 and after SGH has completed their testing, investigative demolition, and identification of water intrusion issues, KPW Structural Engineers (KPW) and Integral Group (IG) will be able to conduct investigative demolition and testing in additional selected areas. This will assist in identifying any structural and MEP components that will require repair or replacement.

1.9 – Site Visit #3

KPW, IG and ABA will conduct a site visit to record key findings for the investigative demolition and testing done in activity 1.8.

1.10 – Report with Findings from Structural Engineer & MEP Engineer

KPW and IG will prepare reports identifying their findings and recommended remediation efforts. ABA will coordinate these reports with a final report and recommendations that will be submitted to the District.

1.11 – Final Report with Scope of Work defined

With the information gathered from the consultant reports in activity 1.7 and 1.10, ABA will prepare a Building Assessment Report, which will identify key findings and recommended remediation. Based on information learned, ABA will draft the recommended scope of work and a project schedule outlining estimated time frames for the next phases which include: design and documentation, DSA review and approval, and construction.

1.12 – Finalize Project Budget

ABA will work with the District's construction manager to finalize the construction and project budgets, based on the final report submitted in activity 1.11.

1.13 – DSA Meeting

ABA will meet with the DSA Oakland regional office to review and present report for reconstruction.

1.14 – Community presentation #2

ABA, in collaboration with the District, will facilitate a public presentation to:

- Present the key findings

- Share the recommended scope of work for the reconstruction effort
- Share the anticipated schedule and project budget

1.15 – Final Board presentation

- Present the key findings
- Share the recommended scope of work for the reconstruction effort
- Share the anticipated schedule and project budget

Deliverables

ABA and its Consultant Team will complete the following:

1. Building Assessment Report (including building envelope, structural, mechanical, plumbing, electrical, and architectural elements)
 - Identify key issues
 - Recommend scope of work for reconstruction
 - Develop schedule for next phases
 - In collaboration with the District's Construction Manager, provide a project budget
2. Community Presentations
3. DSA coordination

The deliverables generated in Phase 1 exploration process will provide design guidance for the reconstruction of Building C and will be the foundation for Phase 2 - Design and Construction Documents, Phase 3 - DSA Review and Approval and Phase 4 - Construction.

Assumptions

This proposal is based on the following assumptions:

1. The Proposed Scope of Work for Phase 1 corresponds to portions of Exhibit A - Sections A, B, C, and J. The descriptions of these sections exceed, as well as lack some of the basic services identified in this proposal, which is tailored for this specific investigative phase.
2. All parties will identify a representative(s) to attend all meetings and participate fully in the process.
3. Meetings will be scheduled to accommodate all parties.
4. As built drawings, site topographic surveys, and underground utility plans will be made available to the project team, if not currently in our files.
5. CUSD will choose a general contractor for the future project(s), who will assist ABA with developing cost models under a separate contract.
6. CUSD will provide a hazardous materials survey (e.g. mold concerns) to identify existing building elements, materials, finishes, and systems that need to be removed as part of the scope of the project
7. ABA will prepare separate proposal(s) for Phase 2 through Phase 4 upon the appropriate level of definition during Phase 1 and as directed by CUSD.

Exclusions

The following are scopes of services that are not included in the proposal, but could be provided if requested:

- Design services beyond Phase 1
- Selective and Investigative demolition
- Detailed cost estimating
- Accessibility survey
- Geotechnical investigation
- Hazardous material report preparation

- Additional meetings beyond the meetings included in this proposal
- Obtaining approvals from various agencies and governmental bodies having jurisdiction or interests in the project and the preparation of special drawing packages for such beyond those noted in the scope of work of this proposal.

Schedule

All efforts are dependent upon the ability to schedule proposed meetings as well as timeliness of decision-making. The schedule will be developed with CUSD in order to support the needs of the school.

Fee Proposal

ABA proposes to perform Phase 1 of the project on an hourly basis with an intent to target a fee of **\$164,520** plus reimbursables as outlined below:

Description	Consultants	ABA	Total Fee
Phase 1 - ABA		\$ 51,380	\$ 51,380
Phase 1 - SGH	\$ 61,500		\$ 61,500
Phase 1 - KPW	\$ 26,720		\$ 26,720
Phase 1 - IG	\$ 24,920		\$ 24,920
Subtotal	\$ 113,140	\$ 51,380	\$ 164,520
Estimated Reimbursable Expenses (billed only as occurs)			\$ 8,226
Grand Total			\$ 172,746

Additional Services

In addition to the services described in the Scope of Work above, upon written authorized request, ABA can provide additional services. Additional services may include but are not limited to phasing evaluation, design alternatives, and specialty consultant services beyond those included in this proposal.

Scope Authorization

This Agreement between Anderson Brulé Architects, Inc. and is evidenced by the authorizing signatures below. Please contact me with any questions you may have regarding our proposal.

Sincerely,

ANDERSON BRULÉ ARCHITECTS, INC.

Lee Salin, AIA
Principal

Attachments:
Hourly Rate Schedule – for insertion into Exhibit B
Process Map
SGH Proposal



4/21/2017

Lee Salin AIA
Principal
Anderson Brulé Architects

Date

Date

Cabrillo Unified School District

ABA Hourly Rate Schedule Effective July 1, 2016:
Architecture Interiors

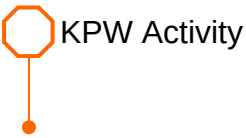
Architecture Project Staff	
Principal in Charge	\$195 - \$250
Project Director	\$180 - \$210
Sr. Project Manager	\$150 - \$180
Sr. Project Architect	\$140 - \$170
Project Manager	\$140 - \$170
Project Architect	\$135 - \$160
Sr. Job Captain	\$125 - \$150
Job Captain	\$115 - \$140
Designer	\$105 - \$125
Jr Designer	\$100 - \$110
Intern	\$100
Project Coordinator	\$100

Interiors Project Staff	
Principal in Charge	\$195 - \$250
Interior Design Director	\$180 - \$210
Sr. Project Manager	\$150 - \$180
Sr. Interior Designer	\$140 - \$170
Project Manager	\$140 - \$170
Project Interior Designer	\$135 - \$160
Sr. Interior Job Captain	\$125 - \$150
Interior Job Captain	\$115 - \$140
Interior Designer	\$105 - \$125
Jr Interior Designer	\$100 - \$110
Intern	\$100
Project Coordinator	\$100

Cunha Intermediate School Building C: Process Map

April 12, 2017

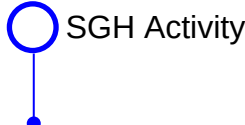
Legend:



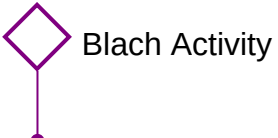
KPW Activity



ABA & MEP Activity



SGH Activity



Blach Activity

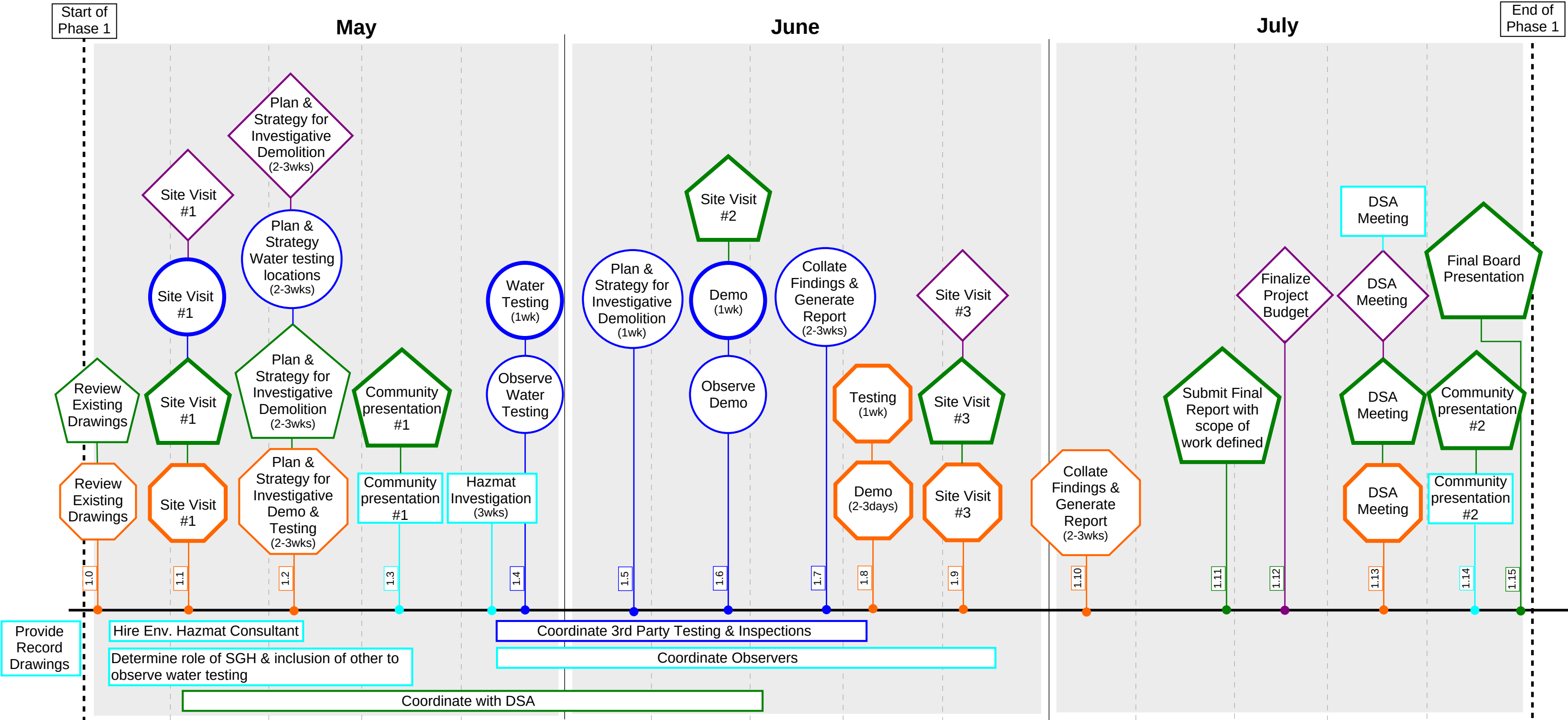


CUSD & Hazmat Activity

Phase 1:

Conclude phase with Scope of Work defined

3 month process



ANDERSON BRULÉ
ARCHITECTS

Deliverables
Report identifying key findings and
outlining recommended remediation



20 April 2017

JuanCarlos Fematt
Anderson Brulé Architects, Inc.
325 South First Street, 4th Floor
San Jose, CA 95113

Re: Water Intrusion Investigation, Cunha Intermediate School Building C, 600 Church St, Half Moon Bay, CA

Dear Mr. Fematt:

We would be pleased to perform an investigation into the reported water intrusion, condition assessment for the exterior building envelope, and for the above-named project. We will perform a survey of the exterior building envelope, direct water and destructive testing, and prepare a report of our findings and recommended repairs.

SCOPE OF WORK

The following scope of work is taken from the Cunha Intermediate School Building C: DETAILED PROCESS MAP WORK PLAN prepared by Anderson Brulé Architects, Inc. (ABA). We have included estimated staff hours for each task for budgeting purposes:

Phase 1 – Define Scope of Work

1.0 – Review Existing Drawings

ABA and SGH will review the existing record drawings along with specifications, calculations and any other Data/Information provided by CUSD to gain an understanding of the existing conditions, prior to the first site visit. We have allotted 12 staff hours for this task

1.1 – Site Visit #1 – Project Kick-Off

ABA will lead a site visit and conduct a project kick off meeting with the consultant team and the District to initiate the project and setup the framework and relationships to bring success to the project. Meeting will consist of:

- Review and validate the process map and proposed scope of work for phase 1
- Establish communication and decision making protocols for the project and define rolling schedule and action item check-ins on a bi-weekly basis.
- Identify available key pieces of project and site information to share with the team. Determine needed information.
- Walk project site to view and document existing conditions, and identify potential areas for investigative demolition
- DSA representatives will be invited to this site visit, and kept informed of the team's progress throughout Phase 1

We have allotted 1 day on site for two of our staff to document the existing conditions.

1.2 – Plan & Strategy for Investigative Demolition and Testing

From the information gathered during Site Visit #1, ABA and the consultant team will develop a plan to perform water testing and investigative demolition in selected areas. The plan will be coordinated with

SIMPSON GUMPERTZ & HEGER INC.

100 Pine Street, Suite 1600, San Francisco, CA 94111

main: 415.495.3700 fax: 415.495.3550 www.sgh.com

Boston | Chicago | Houston | New York | San Francisco | Southern California | Washington, DC

Blach Construction and the District, who can coordinate with their insurance agent and others to be present during this testing and demolition, if necessary. We have allotted 32 staff hours for this task.

1.3 – Community Presentation - NIC

1.4 – Water Testing

Based on the plan from activity 1.2, Simpson Gumpertz & Heger (SGH) will conduct water testing at representative exterior wall and roof areas as required in an effort to determine where water intrusion is occurring. This will help determine the extent of investigative demolition to expose sources and causes of water intrusion, as well as remediation required for the building envelope. SGH will coordinate with a third party testing and inspections laboratory to conduct during water testing under SGH's direction. We have allotted 4 days on site for 3 of our staff to direct testing and to coordinate inspection locations and intrusive testing. Note that our budget does not include the costs associated with contractor/laboratory assistance to provide access, construct testing chambers as required, and to remove and reinstall interior and exterior finishes where required by our testing. As part of this work we will direct some intrusive investigation to track the water paths.

1.5 – Plan & Strategy for Investigative Demolition

From the information gathered during the water testing activity 1.4, ABA and SGH will develop a plan to perform investigative demolition in selected areas to further test the building envelope, components and/or systems. Once a plan is finalized, the District can coordinate with their insurance agent to be present during the demolition phase, if necessary. We have allotted 20 staff hours for this task.

1.6 – Investigative Demolition (Building Envelope Systems) / Site Visit #2

Based on the plan from activity 1.5 and if required, SGH will direct further investigative demolition in key areas. This will assist in developing a plan for remediation of the failed building components or systems. If necessary, SGH will coordinate with third party testing and inspections laboratory to be present during investigative demolition. ABA will be present to observe the investigative demolition. We have allotted 2 days on site for two of our staff for this testing.

1.7 – Report with Findings from Building Envelope Consultant

SGH will prepare a report identifying their findings and recommended remediation efforts. ABA will coordinate this report with a final report and recommendations that will be submitted to the District. We anticipate that there will be one meeting with you to review our findings and conclusions, and to understand the proposed range of repair options. Our proposal does not include assistance with specifications or drawings. Once a full repair scope is established we will provide you with a budget for our assistance during the Design and Construction Phases..

BUDGET

For the scope of work described above, we suggest you establish the following not-to-exceed budgets:

- | | |
|--|----------|
| • 1.01 – Document Review/Site Meeting | \$7,500 |
| • 1.02 – Develop Work Plan | \$4,500 |
| • 1.04 – Water Testing | \$24,000 |
| • 1.05 – Destructive Testing Plan/Coordination | \$4,500 |
| • 1.06 – Supplemental Destructive Testing | \$7,000 |
| • 1.07 – Report / Repair Recommendations | \$14,000 |

• Expenses (estimated)	<u>3,000</u>
Total	\$64,500

We can provide recommendations for a contractor to assist us in the investigation; however, we recommend they contract with you directly for the work for insurance purposes, and to avoid the 10 percent mark-up we will add. We have not included costs for the contractor within our budget amounts above.

The budget amounts stated above are our best estimates to perform the work. We propose we be compensated on a time-and-expense basis up to the budgets indicated. However, if you require additional services beyond the budget, we will present an amended budget estimate at that time. Conversely, if you require less of our services, we will only bill you for the hours worked. Furthermore, if additional information becomes available, we may request modifications to this entire agreement, so we can present the proper budgetary requirements for this project.

Our fees are computed on an hourly basis as shown on the attached schedule. Transportation time is charged at full rates. Expenses will be billed at direct cost, plus ten percent. Invoices are rendered every four weeks and are to be paid within thirty days from the invoice date, or when you receive payment from the Owner. You have the right to terminate our services at any time, subject only to previous commitments we have made to others on your behalf. We reserve the right to suspend work if payments are in arrears. Rates are subject to renegotiation after twelve months.

This Proposal is valid for sixty days from the date of this letter. Our proposed Agreement consists of this Proposal, the enclosed Fee Schedule, and Contract Provisions. If this Agreement is acceptable, please sign and return one original of this Proposal.

Please contact the undersigned if you have any comments or questions. In accordance with California law, we cannot begin work on this project until we have a signed agreement.

Sincerely yours,

Accepted:

SIMPSON GUMPERTZ & HEGER INC.

Eric F. Schroter, P.E.
Principal
CA License No. 54586

By _____

Title _____

Date _____

Jonathan Stafford, P.E.
Senior Project Manager
CA License No. 62496

I:\SF\Admin\Proposals\2015\BT - 001201\EFSchroter\SF15-0001084-JTS_343 Sansome.docx

AGREEMENT FOR ARCHITECTURAL SERVICES

CABRILLO UNIFIED SCHOOL DISTRICT

WITH

ANDERSON BRULE ARCHITECTS, INC.

FOR

CUNHA INTERMEDIATE SCHOOL BUILDING C REPAIR PROJECT

May __, 2017

TABLE OF CONTENTS

Article 1	Definitions	1
Article 2	Scope, Responsibilities and Services of Architect	3
Article 3	Architect Staff	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget	8
Article 6	Fee and Method of Payment	9
Article 7	Payment for Extra Services or Changes	9
Article 8	Ownership of Data	10
Article 9	Termination of Contract.....	11
Article 10	Indemnity / Architect Liability	12
Article 11	Fingerprinting	13
Article 12	Responsibilities of the District.....	13
Article 13	Liability of District.....	14
Article 14	Nondiscrimination	14
Article 15	Insurance	14
Article 16	Covenant against Contingent Fees	14
Article 17	Entire Agreement/Modification	15
Article 18	Non-Assignment of Agreement.....	15
Article 19	Law, Venue.....	15
Article 20	Alternative Dispute Resolution.....	15
Article 21	Attorneys' Fees	15
Article 22	Severability	16
Article 23	Employment Status.....	16
Article 24	Certificate of Architect.....	17
Article 25	Cost Disclosure - Documents and Written Reports.....	17
Article 26	Notice & Communications	17
Article 27	RESERVED	18
Article 28	District's Right to Audit.....	18
Article 29	Other Provisions	18
Article 30	Exhibits "A" through "F".....	19

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "A1" – EXISTING PLANS	A1-1
EXHIBIT "A2" – FORM OF INCREMENT AUTHORIZATION	A2-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "F" – ROOFING PROJECT CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May __, 2017, between the Cabrillo Unified School District, a California public school district, ("District") and Anderson Brule Architects, Inc. ("Architect") (collectively "Parties"), for the following project as described in **Exhibit "A"** and any Increment Authorization(s) ("Project"):

Building C Repair Project at Cunha Intermediate School, located at 600 Church Street, Half Moon Bay, CA 94019

Work assigned under Increment Authorization(s) may include multiple phases or components, any one of which may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Increment(s). Architect shall invoice for each Increment separately as set forth in each Increment Authorization.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits and any Increment Authorization(s):
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference, and any Increment Authorization(s).
 - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project, identified in **Exhibit "A"** and any Increment Authorization(s).
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all

addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Project Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Cabrillo Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Increment Authorization(s)**: Written authorization(s) in the form of **Exhibit "A-2,"** attached hereto and incorporated herein by this reference, and executed by Architect and District, which identify specific increments or components of the Project assigned to Architect under terms of this Agreement, and any provisions specific to that Increment Authorization in addition to those contained in this Agreement.
- 1.1.16. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.

- 1.1.17. **Project:** Building C Repair Project at Cunha Intermediate School, located at 600 Church Street, Half Moon Bay, CA 94019, as defined in **Exhibit "A"** and any Increment Authorization(s).
- 1.1.18. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.19. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.20. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described herein, in **Exhibit "A,"** and in any Increment Authorization(s), commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.

2.4.2.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:
 - 2.7.2.1. Form DSA IR 109, Change in Delegation of Responsibility, or such other forms or documentation as is required for the Project.
 - 2.7.2.2. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.2.4. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 2.7.1.4.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
 - 2.7.2.5. Form DSA PR 13-02, Project Certification Process.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention in accordance with the applicable standard of care. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with

a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Lee Salin AIA

Project Director: _____

Project Manager(s): Juan Carlos Fematt

Project Architect(s): _____

Other: _____

Major Consultants:

Electrical: Integral Group

Mechanical: Integral Group

Structural: KPW

Civil: _____

Other: Simpson Gumpertz & Heger (Building Envelope)

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that

licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect's Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** and any Increment Authorization(s), the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** and any Increment Authorization(s), including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement in accordance with the rates set forth in **Exhibit "D,"** or as otherwise set forth in applicable Increment Authorizations.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D,"** or as otherwise set forth in applicable Increment Authorization(s).
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D,"** or as otherwise set forth in applicable Increment Authorization(s).
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D,"** or as otherwise set forth in applicable Increment Authorization(s).
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee amount may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized

representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., Revit, AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

- 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall indemnify and hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, pending a five (5) working day opportunity for the Architect to cure these failures or violations, following the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.
- 9.2. Upon a five (5) working day notice, the District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent that such Claim(s) arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify

shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto and any Increment Authorization(s), supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the

relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority

determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.

- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94109
ATTN: Jane Yuster,
Superintendent
FAX: 650-726-0279

Architect:

Anderson Brulé Architects 3235
South First Street, Fourth Floor
San Jose, CA 95113
ATTN: Lee Salin, Principal
FAX: 408-298-1887

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. RESERVED

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect's willful misconduct,

recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.

29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 30. **Exhibits "A" through "F", inclusive of Exhibits "A1" and "A2"**
attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CABRILLO UNIFIED SCHOOL DISTRICT

ANDERSON BRULE ARCHITECTS, INC.

Date: _____, 2017

Date: _____, 2017

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A1"

EXISTING PLANS AND SPECIFICATIONS

"Existing Plans" means DSA FILE NO. 41-37, APPLICATION 01-108741 APPROVED PLANS FOR "CONSTRUCTION OF 2 STORY CLASSROOM BLDG. AND 1 STORY LIBRARY BLDG. AT CUNHA INTERMEDIATE SCHOOL," copies of which are available from the District, and which is incorporated herein in its entirety by this reference. The 1-story library however is not within Architect's scope of work under this Agreement.

[END OF EXHIBIT]

Exhibit "A2"

FORM OF INCREMENT AUTHORIZATION

Increment Number: ____

Date: _____

This Increment Authorization is issued pursuant to the Agreement for Architectural Services dated _____, by and between Cabrillo Unified School District ("District") and Anderson Brule Architects, Inc. ("Architect") and, when fully executed, is considered as an integral part of said Agreement subject to all the provisions and conditions thereof. The District does hereby authorize the Architect to provide professional for Increment Number _____ of the Project:

1. SCOPE OF SERVICES

[IDENTIFY APPLICABLE PHASES FROM EXHIBIT A; e.g., Section I. of Exhibit "A" to the Agreement.]

3. PROJECT COMPLETION SCHEDULE

[IDENTIFY APPLICABLE SCHEDULE FOR COMPLETION OF SCOPES OF SERVICES IN ACCORDANCE WITH EXHIBIT C]

4. COMPENSATION

[IDENTIFY APPLICABLE FEE AND PAYMENT TERMS IN ACCORDANCE WITH ARTICLE 6, AND EXHIBIT D OF THE AGREEMENT]

5. STAFFING

[IDENTIFY STAFF RESPONSIBLE FOR PERFORMING SCOPE OF SERVICES IF DIFFERENT FROM THOSE IDENTIFIED IN THE AGREEMENT]

6. OTHER PROVISIONS

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and are reaffirmed. If there is any conflict between this Increment Authorization and any provision of the Agreement relating to the scope of services, term, compensation, or staffing only, the provisions of this Increment Authorization shall control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Increment Authorization is hereby approved, the District and the Architect having executed said Increment Authorization on _____.

CABRILLO UNIFIED SCHOOL DISTRICT

ANDERSON BRULE ARCHITECTS, INC.

Date: _____, 2017

Date: _____, 2017

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[END OF EXHIBIT]

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$195 - \$250
Project Director:	\$180 - \$210
Sr Project Manager(s):	\$150 - \$180
Sr Project Architect(s):	\$140 - \$170
Project Manager(s):	\$140 - \$170
Project Architect(s):	\$135 - \$160
Sr Job Captain	\$125 - \$150
Job Captain	\$115 - \$140
Designer	\$105 - \$125
Jr Designer	\$100 - \$110
Project Coordinator	\$100

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

[END OF EXHIBIT]

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within 90 **calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within TBD **calendar days** after written authorization from District to proceed, and as more specifically indicated below.
- D. The durations stated above include the review periods required by the District and all other regulatory agencies.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

[END OF EXHIBIT]

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be in accordance with Article 6 of the Agreement, and as set forth below and in any applicable Increment Authorization for Increment Two:
 - a. Increment One Compensation: For Services provided for Increment One, District shall pay Architect on a time and materials basis in accordance with the rates set forth in Exhibit "B," not to exceed \$172,746, inclusive of all fees, costs, and expenses, including but not limited to subconsultants.
 - b. Increment Two Compensation: For all Increment Two Services, District shall pay Architect a fee as set forth in the applicable Increment Authorization for Increment Two, which shall be invoiced and paid in accordance with the chart below:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Start Up Services	<u>0%</u>
Schematic Design Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>35%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>5%</u>
Construction Administration Phase	<u>35%</u>
Close Out Phase	<u>5%</u>
Generate Punch List 1%	
Sign Off On Punch List 1%	
Receive and Review All M & O Documents 1%	
Filing All DSA Required Close Out Documents 1%	
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings 1%	
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

- a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

- c. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

- d. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

- e. **For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

- f. **For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

- g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

h. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

[END OF EXHIBIT]

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence coverage or of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars (\$1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** This insurance shall cover the prime design professional and the Services performed by his/her consultant(s) on a Claims Made basis for Two million dollars (\$2,000,000) aggregate limit subject to no more than Fifty thousand dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein. The District shall reimburse the prime design professional and his/her consultants the

additional cost that any modification may cause. However, Architect shall notify District of such costs and receive District's written approval in advance of incurring any such costs.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Fifty thousand dollars (\$50,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. If the insurance company is unable to satisfy the notification requirements, the Architect agrees to make this notification.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

[END OF EXHIBIT]

ROOFING PROJECT CERTIFICATION

Certification of: ☐ Architect ☐ Engineer
 ☐ Roofing Consultant ☐ Other _____

Furthermore, I, Lee Salin AIA, Anderson Brulé Architects , certify that
[Name] [Name of Firm]
I do not have, and throughout the duration of the contract, I will not have, any financial
relationship in connection with the performance of this contract with any architect, engineer,
roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed
below.

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: Anderson Brulé Architects

Signature: _____

Print Name: Lee Salin AIA

Title: Principal

[END OF EXHIBIT]

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

	<u>Page</u>
I. INCREMENT ONE:	1
A. DEFINE SCOPE OF WORK	1
B. DELIVERABLES	3
C. ASSUMPTIONS AND EXCLUSIONS	3
II. INCREMENT TWO:	4
A. [RESERVED]	4
B. BASIC SERVICES	4
C. [RESERVED]	6
D. SCHEMATIC DESIGN PHASE	6
E. DESIGN DEVELOPMENT PHASE	10
F. CONSTRUCTION DOCUMENTS PHASE	14
G. BIDDING PHASE	17
H. CONSTRUCTION ADMINISTRATION PHASE	18
I. CLOSE OUT PHASE	22
J. MEETINGS / SITE VISITS / WORKSHOPS	23

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing all Increments of the Cunha Intermediate School Building C Repair Project ("Project").

I. INCREMENT ONE:

A. DEFINE SCOPE OF WORK

1. Review Existing Drawings: Architect and any subconsultants will review the existing record drawings along with specifications, calculations, and any other Data/Information provided by District to gain an understanding of the existing conditions, prior to the first site visit.
2. Site Visit #1 – Project Kick-off: Architect will lead a site visit and conduct a project kick off meeting with the consultant team and the District to initiate the project and setup the framework and relationships to bring success to the project. Meeting will consist of:
 - a) Review and validate the process map and proposed scope of work for Increment One.
 - b) Establish communication and decision making protocols for the project and define rolling schedule and action item check-ins on a bi-weekly basis.
 - c) Identify available key pieces of project and site information to share with the team. Determine needed information.
 - d) Walk project site to view and document existing conditions, and identify potential areas for repair demolition.
 - e) DSA representatives will be invited to this site visit, and kept informed of the team's progress throughout Increment One.
3. Plan and Strategy for Repair Demolition and Testing: From the information gathered during Site Visit #1, Architect and subconsultants will develop a plan to perform any necessary repair-related water testing and/or demolition in selected areas. The plan will be coordinated with the District's General Contractor/Developer and the District, and any other parties identified by the District, such as insurance representatives.
4. Community Presentation #1: Architect, in collaboration with the District, will facilitate a public presentation to:
 - a) Present the Increment One approach
 - b) Share anticipated timeline
 - c) Gather community input
5. Water Testing: Based on the plan from activity 3, above, Architect's subconsultant will conduct water testing to assist with determining the extent of Architect's repair-related investigative scope. If necessary, Architect will coordinate with its

subconsultant for third party testing and inspections laboratory to be present during any water testing, or for such persons to conduct the testing themselves as necessary.

6. Plan and Strategy for Repair Demolition: From the information gathered from activity 5, above, Architect and Architect's subcontractor(s) will develop a plan to perform demolition in selected areas to further test the building envelope, components and/or systems. Once a plan is finalized, the District may coordinate with any other parties to be present during the demolition phase.
7. Demolition (Building Envelope Systems) / Site Visit #2: Based on the plan from activity 6, above, and if required, Architect and/or its subconsultant(s) will conduct further demolition in key areas. This will assist in developing details regarding remediation of failed building components or systems. If necessary, Architect will coordinate with its subconsultant for third party testing and inspections laboratory to be present during any water testing, or for such persons to conduct the testing themselves as necessary. Architect will be present to observe any demolition.
8. Report with Findings from Building Envelope Consultant: Architect's subconsultant will prepare a report regarding remediation efforts. Architect will coordinate this with a final report and recommendations will be submitted to the District for District's review and approval.
9. Investigative Demolition and Testing (Structural and MEP Systems): Based on the plan from activity activity 3, above, and after completion of activities 5, 6, and 7, Architect's structural and MEP subconsultants will perform demolition and testing in additional selected areas to assist with the development of a final repair and/or remediation scope.
10. Site Visit #3: Architect and structural and MEP subconsultants will conduct a site visit to record key findings for demolition performed in activity 9, above.
11. Report from Structural and MEP subconsultants: Subconsultants will prepare reports identifying recommended remediation efforts; Architect will coordinate these reports with a final report and recommendations will be submitted to the District for District's review and approval.
12. Final Report and Scope of Repair Defined for Increment Two: With information gathered from subconsultant reports, Architect will prepare a Building Assessment Report identifying key findings and recommended remediation. Architect will also draft the recommended scope of repair and project schedule outlining estimated time frames for Increment Two, including: design and documentation, DSA review and approval, and construction.
13. Finalize Project Budget: Architect will work with the District, and any District-authorized representative or consultant, to finalize the construction and project budgets.
14. DSA Meeting: Architect will meet with the DSA Oakland regional office to review and present a report for reconstruction.
15. Community Presentation #2: Architect, in collaboration with the District, will facilitate a public presentation to:

- a) Present key findings;
- b) Share recommended scope of repair for reconstruction; and
- c) Share anticipated schedule and project budget.

16. Final Board Presentation: Architect, in collaboration with the District, will present finalized: key findings, recommended scope of repair for reconstruction, and anticipated schedule and project budget with the Board.

B. DELIVERABLES

Architect and its subconsultant team will complete the following:

- 1. Building Assessment Report (including building envelope, structural, mechanical, plumbing, electrical, and architectural elements), identify key issues, recommend scope of work for reconstruction, develop schedule for next phases, in collaboration with District or District-authorized representative or consultant, provide project budget.
- 2. Community Presentations
- 3. Board Meeting(s)
- 4. DSA coordination

Meetings will be schedule to accommodate all Parties.

C. ASSUMPTIONS AND EXCLUSIONS

- 1. District will provide those as-builts, topography surveys, and underground utility plans in its possession upon request of Architect.
- 2. District will provide a hazardous materials survey to identify existing building elements, materials, finishes, and systems that need to be removed as part of the scope of the Project.
- 3. The following scopes of services are not included in Increment One:
 - a) Selective and investigative demolition;
 - b) Detailed cost estimating;
 - c) Accessibility survey;
 - d) Geotechnical investigation; and
 - e) Hazardous material report preparation.

II. INCREMENT TWO:

A. [RESERVED]

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall review the existing DSA-approved plans for DSA File Number 41-37, Application 01-108741 for the "Construction of 2 Story Classroom Bldg. And 1 Story Library Bldg. at Cunha Intermediate School" ("Existing Plans") intended to be revised as necessary and used for the Project and included as Exhibit "A-1," and shall be responsible for the professional quality and technical accuracy of any and all updates to, revisions to, alterations to, or departures from the Existing Plans. Architect shall be responsible for the professional and technical accuracy of any studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a) Physical characteristics;
 - b) Legal limitations and utility locations for the Project site(s);
 - c) Written legal description(s) of the Project site(s);
 - d) Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e) Adjacent drainage;
 - f) Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g) Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - h) Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

- i) Surveys, reports, as-built drawings, record drawings; and
- j) Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to, the District Standards identified by District and provided to Architect.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. [RESERVED]

D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. Architectural

- a) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- b) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- c) As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
- d) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- e) Identify code requirements, include occupancy classification(s) and type of construction.

4. Structural

- a) Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
- b) Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. Mechanical

- a) Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c) Show selected system on drawings as follows:
 - i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - iii. Schematic piping.
 - iv. Temperature control zoning.
- d) Provide design criteria to include the intent base of design for the Project.
- e) Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. Electrical

- a) Calculate overall approximate electrical loads.
- b) Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c) Show system(s) selected on drawings as follows:
 - i. Single line drawing(s) showing major distribution system.
 - ii. Location and preliminary sizing of all major electrical systems and components including:
 - A. Load centers.
 - B. Main panels.
 - C. Switch gear.
- d) Provide design criteria to include the intent base of design for the Project.
- e) Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. Civil

- a) Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b) Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - i. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- e) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f) At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a) Two (2) copies of the breakdown of Construction Cost Budget as prepared for this Phase;
- b) Two (2) copies of meeting reports/minutes;
- c) Two (2) copies of the Schematic Design Package with alternatives;
- d) Two (2) copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e) Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

12. Presentation

Architect shall present and review with the District the detailed Schematic Design.

The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a) Scaled, dimensioned floor plans with final room locations including all openings.
- b) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c) Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d) Identification of all fixed equipment to be installed in Project.
- e) Interior finishes identified and located within the rooms of all buildings.
- f) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g) Preliminary development of details and large scale blow-ups.
- h) Legend showing all symbols used on drawings.
- i) Floor plans identifying all fixed and major movable equipment and furniture.
- j) Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - i. Light fixtures.
 - ii. Ceiling registers or diffusers.
 - iii. Access Panels.

2. Structural

- a) Structural drawings with all major members located and sized.
- b) Establish final building and floor elevations.
- c) Preliminary specifications.

- d) Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e) Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

- a) Heating and cooling load calculations as required and major duct or pipe runs
- b) Major mechanical equipment should be scheduled indicating size and capacity.
- c) Ductwork and piping should be substantially located and sized.
- d) Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e) Devices in ceiling should be located.
- f) Legend showing all symbols used on drawings.
- g) More developed Outline Specifications indicating quality level and manufacture.
- h) Control Systems identified.
- i) Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. Electrical

- a) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b) All major electrical equipment should be scheduled indicating size and capacity.
- c) Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d) Legend showing all symbols used on drawings.

- e) More developed and detailed Outline Specifications indicating quality level and manufacture.
- f) Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a) Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b) Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

8. **Construction Cost Budget**

- a) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - i. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - ii. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - iii. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the

Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a) Two (2) copies of the Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b) Two (2) copies of the Specifications;
- c) Two (2) copies of the revised Construction Cost Budget; and
- d) Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

F. CONSTRUCTION DOCUMENTS PHASE

This Article, Article F, shall apply only to the extent that there are updates to, revisions to, alterations to, or departures from the Existing Plans.

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

1. Construction Documents – 100% Completion Stage:

a) Architectural

- i. Completed site plan.
- ii. Completed floor plans, elevations, and sections.
- iii. Architectural details and large blow-ups completed.
- iv. Finish, door, and hardware schedules completed, including all details.
- v. Site utility plans completed.
- vi. Fixed equipment details and identification completed.
- vii. Reflected ceiling plans completed.

b) Structural

- i. Structural floor plans and sections with detailing completed.
- ii. Structural calculations completed.

c) Mechanical

- i. Large scale mechanical details complete.
- ii. Mechanical schedules for equipment completed.
- iii. Completed electrical schematic for environmental cooling and exhaust equipment.
- iv. Complete energy conservation calculations and report.

d) Electrical

- i. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- ii. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- iii. All electrical equipment schedules completed.
- iv. Special system components plans completed.
- v. Electrical load calculations completed.

e) **Civil**

All site plans, site utilities, parking and roadway systems completed.

f) **Specifications**

- i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- ii. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - A. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - B. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- iii. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- iv. At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- v. Coordination of the Specifications with specifications developed by other disciplines.
- vi. Specifications shall be in CSI format.

g) **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including

the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

h) Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- i. Two (2) reproducible copies of working drawings;
- ii. Two (2) copies of the Specifications;
- iii. Two (2) copies of the engineering calculations;
- iv. Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- v. Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- vi. Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a) The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b) The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - i. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - ii. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c) Architect shall update and refine the Consultants' completed Contract Documents.
- d) Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall provide Bidding Phase services during the contractor procurement period for District, whether construction services are procured by Lease-Leaseback or Design-Bid-Build:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a) Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b) Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c) Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a) Architect shall determine whether Project is subject to DSA jurisdiction. If District must comply with DSA oversight and certification process, then Architect shall be responsible for the process included herein.
 - b) Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version, if applicable) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version, if applicable).
 - c) Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version, if applicable) by electronically submitting form DSA 102-IC (or more current version, if applicable) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - d) Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version, if applicable) prepared by Architect to the Project Inspector and Laboratory of Record.
 - e) Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version, if applicable) for all construction contracts.
 - f) Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - g) Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - h) Architect shall respond to DSA field trip notes as necessary.

- i) Architect shall submit an interim Verified Report (form DSA 6-AE or more current version, if applicable) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- j) Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version, if applicable) to the DSA.
- k) Architect shall submit Verified Reports (form DSA 6-AE or more current form, if applicable) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a) Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b) Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a) Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b) Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c) Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In

no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe, and shall provide this written notice within twenty-four (24) hours of Architect's observation of defective or deficient work. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a) Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b) Two (2) copies of the observation reports; and
- c) Two (2) copies of the weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a) Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b) Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c) Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d) Architect shall respond to the DSA "90-day" letter.
 - e) Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f) Architect shall prepare a set of Record Drawings for the Project, as required by the District.
 - g) Architect shall review and prepare a package of all warranty and O&M documentation.
 - h) Architect shall organize electronic files, plans and prepare a Project binder.
 - i) Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a) Two (2) copies of punch lists for each site; and
 - b) Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. General Meeting, Site Visit, and Workshop Requirements
 - a) Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
 - b) Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c) As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
 - d) Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **[RESERVED]**
4. **[RESERVED]**
5. **[RESERVED]**
6. **Meetings During Schematic Design Phase (_____TBD_____ (_____) meeting(s))**
 - a) Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ____ () design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - i. Architect shall designate its team member duties and responsibilities.
 - ii. Architect and District shall review District goals and expectations.
 - iii. District shall provide input and requirements.
 - iv. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- v. Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
- vi. Establish methods to facilitate the communication and coordination efforts for the Project.

b) Architect shall participate in ____ (____) meeting(s) as requested by District.

7. Meetings During Design Development Phase (____TBD____ (____) meeting(s))

a) At the time designated for completion of the Design Development package, Architect shall conduct ____ (____) meeting[s], per package or submittal, with the District to review the following:

- i. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- ii. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

b) **Value Engineering Workshop (____ (____) meeting(s))**

- i. Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. Meetings During Construction Documents Phase (____TBD____ (____) meeting(s))

To the extent this phase is applicable, the following requirements apply:

a) At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct ____ (____) meeting[s], per package or submittal, with the District to review the following:

- i. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
- ii. Architect and District shall provide further review of Project scope.

9. Meetings During Bidding Phase (____TBD____ (____) meeting(s))

a) Attend and take part in ____ (____) meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.

- b) Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase (____TBD____ (____) meeting(s), plus weekly Project meetings until entire Project is complete)

- a) Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b) Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be _____ (____) meetings, per site, but Architect acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c) Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings (____TBD____ (____) meeting(s)) (if applicable)

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review.

12. Governing Board Meetings (____TBD____ (____) meeting(s))

Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Architect's design to the District's Governing Board for review and approval.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ ACTION
☐ CONSENT
☐ DISCUSSION
☐ INFORMATION

BOARD AGENDA NUMBER: 15.g

BOARD AGENDA ITEM: Approve Agreement for Turf Installation at Half Moon Bay High School Track and Field

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

On June 5, 2012, the Coastside community approved Measure S authorizing the district to issue \$81 million in bonds to fund a building program. One of the many projects is the reinstatement of track elements once located at the Half Moon Bay High School Track and Field. Site work and construction for track and field events as well as the replacement of the synthetic turf field, including all related and supporting materials, labor and equipment.

REPORT/PROPOSAL:

FieldTurf tested all known organic infill materials in the marketplace today and found cork to be superior in all major categories as it relates to the environment, safety, performance, and durability. PureFill cork has a long list of benefits for athletes and field owners. FieldTurf's PureFill cork infill is a natural infill that is 100% environment friendly and non-toxic. It is an organic, recyclable and sustainable product that is harvested from the cork oak tree every nine years, without harming the trees.

FINANCIAL IMPACT:

California Multiple Award Schedules (CMAS) Quotation #4-06-78-0031A - \$632,260.

RECOMMENDATION:

Approve agreement for turf installation at Half Moon Bay High School Track and Field.



CMAS QUOTATION HALF MOON BAY HIGH SCHOOL TURF REPLACEMENT

CA LICENSE # 849044
CMAS CONTRACT #4-06-78-0031A

This QUOTATION is dated this 9th day of March 2017.

Between: **Cabrillo Unified School District (The "Customer")**
C/O Scott Reeves, SSA Architects
498 Kelly Avenue
Half Moon Bay, CA 94019

And: **FieldTurf USA, Inc. (The "Supplier")**
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

Tel: (514) 340-9311
Fax: (514) 340-9374

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf Classic HD 2" PureFill** for use as an **outdoor field** measuring approximately **85,967 sq. ft.** and a **Beynon BSS-300** track measuring approximately **1,639 square yards** to the Customer located at **Half Moon Bay High School, 1 Lewis Foster Dr., Half Moon Bay, CA 94019.**

WHEREAS the Customer wishes to purchase same on the preliminary terms and conditions set out below;

QUOTATION / ESTIMATE DETAILS:

THE PRODUCT

The Supplier hereby agrees to sell, to supply and to install **FieldTurf Classic HD (FTHD-2), 2 inches** thick **outdoor** artificial grass in-filled playing surface for use as a **football/soccer** field measuring approximately **85,967 sq. ft.** (the "Product") to be installed on a suitable existing base at the Site.

SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly





progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.

SITE PREPARATION WORK

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 "Installation" hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier's scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

***NOTE* All site work required to convert d- areas to a suitable base for new track surfacing is to be completed by others. This includes, grading, curbing, nailer boards, asphalt, etc.**

PRICE

The purchase price for the Product fully installed shall be **\$632,260** (the "Purchase Price"), as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

A 2 Inch, FieldTurf Classic HD (FTHD-2) PureFill series turf:

Cost per square foot (approximately)	\$4.35
Sub Total:	\$373,928
Removal and disposal of existing turf on main field(Brock pad to be salvaged and re-used on main field area); Turf and Brock pad removal and disposal in D Areas	\$55,019
Inlaid Football markings	INCLUDED
Inlaid Soccer markings	INCLUDED
Inlaid Center Logo (3 colors)	\$14,000
Inlaid End Zone Letters (14 – 2 colors)	\$23,800
Shadowed Football numbers	\$7,500





Maintenance Equipment (GroomRight and SweepRight)	\$6,750
8 year 3 rd Party Insured Warranty	INCLUDED
Gmax Testing at Completion	\$1,500
Beynon BSS-300 (1600 sq.yd)	\$114,805
Clean and re-stripe track oval	\$12,500
CMAS Fees	INCLUDED
Sales Tax on materials only (9.5%)	\$15,424
Payment and Performance Bonds	\$7,034
Total Contract Cost	<u>\$632,260</u>

Pricing includes 4 pallets of Brock for replacement of existing material as needed

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's cheque in accordance with the following payment schedule:

- i) **Thirty five percent (35%)** of the Purchase Price due upon Customer's execution of the Supplier's Sales Agreement;
- ii) **Thirty-five percent (35%)** of the Purchase Price on delivery and receipt of the components of the Product to the Site;
- iii) **Twenty percent (20%)** of the Purchase Price upon completion of the work;
- iv) Remaining balance **ten percent (10%)** upon the signing of the Certificate of Completion.

The Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.

Any unpaid balance bears interest at a rate of 10% per year.

ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;





The Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.

Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **10,316 square feet** and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.





The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SALES AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.

THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.

FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN NORTHERN CALIFORNIA; ANDREW ROWLEY BY TELEPHONE (707) 586-2066, EMAIL INFO@FIELDTURFNORCAL.COM, OR FAX (707) 313-0167.

ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:

1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2ND FLOOR, WEST SACREMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).

AND

**2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374
ATTENTION: LINDSAY AGATTAS, PRICING AND PROJECT MANAGER.**

READ, AGREED, AND ACCEPTED

Per:_____



CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.h

BOARD AGENDA ITEM: Adopt Resolution No. 12-17 Supporting Award of Lease-Leaseback Agreements

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

March 9, 2017, the District's Governing Board adopted Resolution No. 06-17 adopted and published required procedures and guidelines ("Best Value Methodology") for evaluating qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406.

The District incorporated the Best Value Methodology in a Request for Qualifications and Proposals, which was advertised in *San Mateo County Times* and *Challenge News* once a week for two weeks, commencing on March 22, 2017 and completed on March 29, 2017.

REPORT/PROPOSAL:

District staff, in conjunction with District consultants, reviewed proposals for the Project submitted in response to the Request for Proposals issued on March 13, 2017 in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

After consideration of all the proposals the Site Lease and Facilities Lease ("Lease-Leaseback Agreements") Blach Construction, who was the highest ranked respondent according to the adopted Value Methodology, for the Project.

FINANCIAL IMPACT:

There is no financial impact to the general fund.

RECOMMENDATION:

Adopt Resolution No. 12-17 supporting award of Lease-Leaseback Agreements.

RESOLUTION NO. 12-17

CABRILLO UNIFIED SCHOOL DISTRICT RESOLUTION SUPPORTING AWARD OF LEASE-LEASEBACK AGREEMENTS

WHEREAS, the Cabrillo Unified School District ("District") is currently undertaking a project known as at the Cunha Building C Repair and Reconstruction Project ("Project");

WHEREAS, on March 9, 2017, the District's Governing Board ("Board") adopted Resolution No. 06-17 adopted and published required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers that ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406;

WHEREAS, the District incorporated the Best Value Methodology in a Request for Qualifications and Proposals, which was advertised in *San Mateo County Times* and *Challenge News* once a week for two weeks, commencing on March 22, 2017 and completed on March 29, 2017;

WHEREAS, attached hereto as **Exhibit "A"** is a copy of the Proof of Publication;

WHEREAS, District staff, in conjunction with District consultants, have reviewed proposals for the Project submitted in response to the Request for Proposals issued on March 13, 2017 in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease ("Lease-Leaseback Agreements") to Blach Construction, who was the highest ranked respondent according to the adopted Best Value Methodology, for the Project;

WHEREAS, Blach Construction has been prequalified pursuant to Public Contract Code section 20111.6;

WHEREAS, Education Code section 17406 provides that the school district's governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, attached hereto as **Exhibit "B"** is a copy of the written findings of the Board supporting the Board's award of the Lease-Leaseback Agreements to Blach Construction for the Project.

NOW THEREFORE, the Cabrillo Unified School District Board of Education hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Qualifications and Proposals issued by the District.

Section 3. That Blach Construction provided the best value to the District, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That, based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to Black Construction for the Project.

Section 5. That the Superintendent and designee are authorized and directed to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

PASSED AND ADOPTED by the Governing Board of Cabrillo Unified School District, this 11th day of May 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Freya McCamant
President

Attest:

Sophia Layne
Clerk

EXHIBIT A

PROOF OF PUBLICATION

KERN HIGH SCHOOL DISTRICT (KHSD) IS soliciting bids for Bid No. 3700 – North High School: Performing Arts Center and Cafeteria Sound System Replacement.

Specs are available at KHSD, Business Services, 5801 Sundale Ave., Bakersfield, (661) 827-3122 or at www.kernhigh.org

Bid Opening: 2:00 p.m. on 3/29/2017
in Conference Room "B".

A Mandatory Job Walk/Pre-Bid Meeting for the purpose of acquainting prospective bidders with the requirements of the Compliance Monitoring Unit (CMU) and Disabled Veteran Business Enterprise (DVBE) Programs mandated by the State of California will be held on **3/16/2017** at 9:00 a.m. Meet at the North High School Flagpole, 300 Galaxy Avenue, Bakersfield, CA 93308. Prospective bidders are urged to attend. This is a prevailing wage project and CMU of DIR applies to this project.

3% DVBE participation is encouraged.

By Richard J. Ruiz

Agent for the Office of Public School Construction
27030941

STRAWN CONSTRUCTION, INC. IS CURRENTLY Preparing Bids as a General Contractor for:

East Side Union High School District

Quotes are always appreciated from qualified SB, MB, DVBE, DBE, WBE, sub-contractors and Material suppliers

**Silver Creek High School
Mod & Quad Marquee**

Scope: Modernization of an existing building originally constructed to be a music building but currently being used for physical education. This project will convert the building to be more suitable for its current use and will include but is not limited to the following: Demo, abatement, flooring, ceiling, mechanical, electrical, plumbing, wall partitions, storefront systems, audio-visual systems, monitors, mirrors, projector, speakers, paint, and other interior finishes, low volt, data, mechanical, ductwork, HVAC, Roofing, etc.

Plan Availability:

1. Request link from us at: Vanessa at 408-906-8575 or by e-mail at vrodarte@scmdinc.com
2. District Website
3. Builders Exchange

Bid Date: March 22, 2017 @ 2:00PM

Owner: East Side Union High School District

Est. Cost: \$1,150,000.00

Location: San Jose, CA

Lic Type: B

Duration: 90 Calendar days projected to change to 120 days with addenda

Contact: Vanessa Rodarte

Company: Strawn Construction, Inc.

Address: 1140 Pedro Street, Suite #1
San Jose, CA 95126

Tel: (408) 286-1299 **Fax:** (408) 286-1288

27031750

DGS

California Department of General Services

**Get Certified - click for information:
Small Business and
DVBE Certification**

REQUESTING BIDS OR SUB BIDS FROM QUALIFIED DVBE for:

Bid No: B2017-13 NCEPC Computer Printer Bid

Bid Due: March 28, 2017 at 2 p.m.

Company: San Dieguito Union High School District
(on behalf of the North County
Educational Purchasing Consortium)

Address: San Dieguito Union High School
Purchasing Department
684 Requeza St
Encinitas, CA 92024

Tel: (760) 753-6491 ext. 5521 **Fax:** (760) 943-1542

2702822

ZOLMAN CONST. & DEV. INC. IS REQUESTING quotations from all qualified Subcontractors and Suppliers including DVBE Subs & Suppliers for the following project:

**Redding Elementary School Modernization
San Francisco Unified School District**

Proj. No: 11526 - PLA Project

Bid Date: March 21, 2017 AT 2:00PM

Est. Cost: \$12,500,000.00

Owner: San Francisco Unified School District

Location: 1421 Pine Street
San Francisco, CA 94109

Contact: Milu Magsombol

Company: Zolman Construction & Dev., Inc.

Address: 565 Bragato Road, Suite B

San Carlos, CA 94070

Tel: (650) 802-9901 **Fax:** (650) 802-9902

**ZOLMAN IS SIGNATORY TO LABORERS &
CARPENTERS UNION**

27030615

REQUESTING SUB-BIDS FROM QUALIFIED DVBE for: Wright Elementary School HVAC & Mod Upgrades.

Bid No: 2016-6

Bid Date: March 21, 2017

Location: Merced

Contact: Mariah Oliveira

Company: Strategic Mechanical Inc.

Address: 4661 E Commerce Ave.
Fresno, CA 93725

Tel: (559) 291-1952 **Fax:** (559) 291-1805

27031310

REQUESTING SUB-BIDS FROM QUALIFIED DVBS for Doors, Frames, Hardware (material only) for for Menifee Elementary School #14.

Bid Date: March 28, 2017 2:00pm

Contact: estimating@montgomeryhardware.com

Company: Montgomery Hardware Co.

Address: 8777 Lanyard Ct., Rancho

Cucamonga, CA 91730

Contact via email or fax only Fax: 909-204-4001

27031312

REQUESTING SUB BIDS FROM QUALIFIED DVBE for Maintenance and Construction Unit Price Bid.

Bid No: CEUB #N06-2016/17

Lic. Type: B

Bid Date: March 24, 2017 at 11:00 AM

Location: Various Sites

Contact: Cindy Leighton

Company: Centralia School District

Address: 6625 La Palma Avenue

Buena Park, CA 90620

Tel: (714) 532-1352

27031311

**CABRILLO UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES
RFQ/P # 5523**

Cabrillo Unified School District ("District") is seeking proposals qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Cunha Building C Repair and Reconstruction, in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. According to the specifications contained in this RFQ/P, Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with its Proposal (collectively "RFQ/P Packet").

Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

**CABRILLO UNIFIED SCHOOL DISTRICT
c/o Crystal Leach
498 Kelly Avenue
Half Moon Bay, CA 94019
RFQ/P # 5523**

ALL RESPONSES ARE DUE BY 4:00 P.M. ON Wednesday, April 26, 2017. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Questions regarding this RFQ/P may be directed to the District's Chief Business Official, Crystal Leach at leachc@cabrillo.k12.ca.us and must be submitted on or by 2:00 P.M. ON April 21, 2017.

All Respondents must have already been prequalified by the District in accordance with Public Contract Code section 20111.6. Proposed electrical, mechanical and plumbing subcontractors are also subject to the prequalification requirements as required by Public Contract Code section 20111.6.

San Mateo County Times

c/o Bay Area News Group
1730 S. El Camino Real, Suite 450
San Mateo, CA 94402
408-920-5332

3727893

CABRILLO UNIFIED SCHOOL DISTRICT
498 KELLY AVE
HALF MOON BAY, CA 94019

PROOF OF PUBLICATION

In the matter of

San Mateo County Times

The undersigned deposes that he/she is the Public Notice Advertising Clerk of the SAN MATEO COUNTY TIMES, a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of San Mateo (Order Nos. 55795 on September 21, 1951), which is published and circulated in said county and state daily (Sunday excepted).

The PUBLIC NOTICE

was published in every issue of the SAN MATEO COUNTY TIMES on the following date(s):

03/22/2017, 03/29/2017

TOS 1 - 89A

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: March 29, 2017


Public Notice Advertising Clerk

Legal No.

0005921864

CABRILLO UNIFIED SCHOOL DISTRICT REQUEST FOR QUALIFICATIONS AND PROPOSALS LEASE-LEASEBACK CONSTRUCTION SERVICES RFQ/P # 5523

Cabrillo Unified School District ("District") is seeking proposals qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Cunha Building C Repair and Reconstruction, in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. According to the specifications contained in this RFQ/P, Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with its Proposal (collectively "RFQ/P Packet").

Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

CABRILLO UNIFIED SCHOOL DISTRICT
c/o Crystal Leach
498 Kelly Avenue
Half Moon Bay, CA 94019
RFQ/P # 5523

ALL RESPONSES ARE DUE BY 4:00 P.M. ON Wednesday, April 26, 2017. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Questions regarding this RFQ/P may be directed to the District's Chief Business Official, Crystal Leach at leachc@cabrillo.k12.ca.us and must be submitted on or by 2:00 P.M. ON April 21, 2017.

All Respondents must have already been prequalified by the District in accordance with Public Contract Code section 20111.6. Proposed electrical, mechanical and plumbing subcontractors are also subject to the prequalification requirements as required by Public Contract Code section 20111.6. SMCT#5921864; March 22, 2017

EXHIBIT B

**FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENTS FOR
THE Cunha Building C Repair and Reconstruction PROJECT**

WHEREAS, Blach Construction received 100 out of 100 points for Price Points; and
WHEREAS, Blach Construction received 30 out of 30 points for Technical Expertise;
and

WHEREAS, Blach Construction received 35 out of 35 points for Subcontractors; and

WHEREAS, Blach Construction received 20 out of 20 points for Safety; and

WHEREAS, Blach Construction received 10 out of 10 points for Life Cycle; and

WHEREAS, Blach Construction received 20 out of 20 points for Schedule; and

WHEREAS, Blach Construction received 20 out of 20 points for Staffing; and

WHEREAS, Blach Construction received 5 out of 5 points for CHPS; and

WHEREAS, Blach Construction received 5 out of 5 points for Energy Savings; and

WHEREAS, Blach Construction received 5 out of 5 points for Durability; and

WHEREAS, Blach Construction's overall combined score was 250 out of 250 points based on RFP evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFP, and was ranked as the best value to the District out of two proposals submitted.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.i

BOARD AGENDA ITEM: Adopt Resolution No. 13-17 for Agreement of the Three Year Contract Between the State of California, Department of Rehabilitation and the Cabrillo Unified School District

DEPARTMENT: Special Education

CONTACT PERSON: Meredith Raymond, Special Education Director

BACKGROUND INFORMATION:

The Cabrillo Unified School District has had a contract with the State of California, Department of Rehabilitation since January 2004. This contract is designed to jointly serve the mutual clients receiving services from Cabrillo Unified School District (CUSD) and the Department of Rehabilitation (DOR). The DOR supports CUSD students with the most severe disabilities by providing funding to CUSD for a Transition Partnership Program (TPP), Vocational Specialist, and a TPP Vocational assistant. The TPP staff provides employment preparation and placement services designed to prepare DOR students/clients to obtain and retain competitive employment. The District is required by special education law to provide this type of transition services to students with severe disabilities.

REPORT/PROPOSAL:

The State of California, Department of Rehabilitation has submitted to the Cabrillo Unified School District a three-year contract for Fiscal Years 2017-2018, 2018-2019, 2019-2020. The amount of the agreement is \$228,897 (\$76,299 for each year of the contract). This is the same amount per year as has been previously awarded and will provide funding for the Transition Partnership Program, Vocational Specialist and Vocational Assistant.

Tom Owen, Vocation Specialist, will be present at the Board Meeting to answer any questions the Governing Board may have regarding this resolution.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 13-17 for Agreement of the three-year contract between the State of California, Department of Rehabilitation and the Cabrillo Unified School District.

BOARD RESOLUTION

DR 324 (Rev 9/2011)

RESOLUTION NO. 13-17**CABRILLO UNIFIED SCHOOL DISTRICT**

 FULL Name of Corporation or Public Agency

 Cabrillo Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

 Name/Position of Person Authorized to Sign Agreement

 Jane Yuster/Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

I, the Recording Clerk named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Clerk of said corporation or public agency.

 Address Where Board Meeting Held

498 Kelly Ave, Half Moon Bay CA 94019

Date of Board Meeting

5/11/2017

 Signature of Clerk to the Governing Board

Date Signed

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
30288
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Cabrillo Unified School District

2. The term of this Agreement is: July 1, 2017 through June 30, 2020

3. The maximum amount of this Agreement is: **\$228,897.00** Certified Expenditure \$122,574.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA #84.126A State Vocational Rehabilitation Services Program

Exhibit A - Scope of Work	1 page
Exhibit A.1 - Contractor's Program Scope of Work	7 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B.1 - Contractor's Program Budget and Narrative	8 pages
Exhibit C* - General Terms and Conditions GTC 610 (Dated 04/2017)	1 page
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	7 pages
Exhibit E - Additional Provisions - Federally Funded Agreements	3 pages
Exhibit F - Additional Provisions - Cooperative/Case Service Agreements	3 pages
Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.cis.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Cabrillo Unified School District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 100 Lewis Foster Drive, Half Moon Bay, CA 94019 Billing: 498 Kelly Avenue, Half Moon Bay, CA 94019		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

☐ Exempt per:

EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

Department of Rehabilitation Erica Tom, Rehabilitation Specialist 301 Howard Street, 7 th Floor San Francisco, CA 94105 (415) 904-7185 phone (415) 597-5810 fax etom@dor.ca.gov	Cabrillo Unified School District Tom Owen 100 Lewis Foster Drive Half Moon Bay, CA 94019 (650) 712-7200 ext. 4712 phone (650) 726-0279 Fax owent@cabrillo.k12.ca.us <i>Billing:</i> 498 Kelly Avenue Half Moon Bay, CA 94019
--	--

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A
Cooperative Contract
Cabrillo Unified School District
Transition Partnership Program

SCOPE OF WORK

I. Introduction

This Cooperative contract is designed to jointly serve the mutual consumers receiving services from the Cabrillo Unified School District (CUSD) and the Department of Rehabilitation (DOR) San Francisco District. Students with disabilities may be referred to DOR two to three years prior to exit from high school. Students will be referred from two high schools in the CUSD for DOR services. TPP staff from the Cabrillo Unified School District will work closely with DOR counselors throughout the application, eligibility and planning processes to ensure a coordinated service provision that will lead to a successful employment outcome.

The services provided under this contract for student/ DOR clients include: Pre-ETS Vocational Evaluation (Pre-ETS/VE), Vocational Instruction/Employment Preparation Pre-ETS Workplace readiness training, Work Experience/ Pre-ETS work-based learning experience, Job Development, Placement and Follow-up/. Pre-ETS Workplace readiness training and Pre-ETS Non-Supported Employment (NSE) Job Coaching. Students/ DOR clients may continue to receive TPP services for up to one year post exit from high school.

For fiscal year 2017-2018, a total of 30 unduplicated student/DOR clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

Open 20 new cases

Develop 18 new Individual Plans for Employment (IPE)

Close 8 cases successfully

For fiscal year 2018-2019, a total of 30 unduplicated student/ DOR clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

Open 20 new cases

Develop 18 new Individual Plans for Employment (IPE)

Close 8 cases successfully

For fiscal year 2019-2020, a total of 30 unduplicated student/DOR clients will receive services through this cooperative contract.

As a result of services provided through this contract, it is expected that DOR will:

Open 20 new cases

Develop 18 new Individual Plans for Employment (IPE)

Close 8 cases successfully

II. Services to be Provided

Transition Partnership Program (TPP) COOP Pre-Employment TRANSITION SERVICES (Pre-ETS)

The term "TPP COOP Pre-employment Transition Services (Pre-ETS)" means a coordinated set of activities for a student/DOR client, designed within an outcome-oriented process that promotes movement from school to post school activities. This will include a variety of services in classroom, community, and work settings provided to students with a disability and focus on the following core services:

- Job exploration counseling
- Work based learning experiences
- Counseling on post-secondary opportunities
- Workplace readiness training
- Instruction in self advocacy.

These services, in addition to others provided on an individual basis are intended to ultimately result in competitive integrated employment.

The coordinated Pre-ETS activities shall include DOR, the school, and other appropriate agencies that may provide services to the student/DOR client including Regional Centers, the One Stop system, and Social Security administration. Pre-ETS services are based upon the individual student/DOR client needs, taking into account the student's preferences and interests as well as DOR IPE goals and objectives, and shall include instruction, community experiences, the development of employment and other post school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

The following vocational rehabilitation services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each student/DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

Pre-plan activity to include:

a. Pre-ETS Vocational Evaluation (Pre-ETS/VE)

1. DESCRIPTION OF SERVICE

Pre-ETS Vocational Evaluation services provide an individualized, timely, and systematic process by which a student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. Pre-ETS/VE includes an analysis of the student/DOR client's prior work experience and transferable skills as well as interest in post secondary training or education, need for and type of work-based learning experiences, need for further job exploration counseling, need for training in workplace readiness, and need for training in self-advocacy skills. Published assessments may include career aptitude, career interest, career skills and interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor. Pre-ETS/VE will be provided by the TPP Vocational Assistant.

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

- There shall be 20 student/DOR clients who receive Pre-ETS Vocational Evaluation services.

During fiscal year 2018/2019, it is expected that:

- There shall be 20 student/DOR clients who receive Pre-ETS Vocational Evaluation services.

During fiscal year 2019/2020, it is expected that:

- There shall be 20 student/DOR clients who receive Pre-ETS Vocational Evaluation services.

Pre-plan or Plan activities to include:

b. Vocational Instruction/Employment Preparation Pre-ETS Workplace Readiness Training:

1. DESCRIPTION OF SERVICES

Vocational Instruction/Employment Preparation Pre-ETS Workplace Readiness Training services consist of vocational rehabilitation instruction with curricular supports which can be provided as a class, in a group, or individually. This secondary school instruction is intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Job exploration counseling
- Instruction in self-advocacy
- Workplace readiness training including :
 - soft skills needed for successful employment
 - Interviewing techniques
 - Resume development
 - Application preparation
 - Appropriate work behaviors
 - Relevant work practices
 - Appropriate grooming and hygiene
 - Assistance in becoming knowledgeable regarding the impact of employment on a student/DOR client's disability and benefits

Reporting on employment preparation activities will be provided to the referring DOR counselor. Vocational Instruction/ Employment Preparation will be provided by TPP Transition Specialists and the TPP Vocational Assistant.

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

- There shall be 20 student/DOR clients who receive Vocational Instruction/Employment Preparation Pre-ETS Workplace Readiness Training services.

During fiscal year 2018/2019, it is expected that:

- There shall be 20 student/DOR clients who receive Vocational Instruction/Employment Preparation Pre-ETS Workplace Readiness Training services.

During fiscal year 2019/2020, it is expected that:

- There shall be 20 student/DOR clients who receive Vocational Instruction/Employment Preparation Pre-ETS Workplace Readiness Training services.

Plan Activities to Include:

c. Work Experience/ Pre-ETS Work-based Learning Experience:

1. DESCRIPTION OF SERVICES

Pre-ETS Work based learning experience includes work experience services consisting of short term placements both on and off campus and monitoring the student/DOR client's performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. Student/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may include instruction in self advocacy, if appropriate. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy as well as some limited occupational skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience/ Pre-ETS Work based Learning Experience will be provided by TPP Transition Specialists and the TPP Vocational Assistant

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

- There shall be 10 student/DOR clients who receive Work Experience/ Pre-ETS Work-based Learning Experience services.

During fiscal year 2018/2019, it is expected that:

- There shall be 10 student/DOR clients who receive Work Experience/ Pre-ETS Work-based Learning Experience services.

During fiscal year 2019/2020, it is expected that:

- There shall be 10 student/DOR clients who receive Work Experience/ Pre-ETS Work-based Learning Experience services.

d. Job Development, Placement and Follow-up/Pre-ETS Workplace Readiness Training:

1. DESCRIPTION OF SERVICES

Assist job ready student/DOR clients, both in school and out-of-school to obtain employment in the community by identifying specific job openings that are appropriate for each student/DOR client, assisting in placing the student/DOR client in the job, orient the student/DOR client to the job, and identify specific ongoing support and resource needs. Activities include:

- Contact employers and build networks to develop and/or identify job opportunities

- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiate job accommodations
- Negotiate customized employment placement
- Maintain an organized system of current job openings
- Assisting student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a student/DOR client become knowledgeable regarding the conditions of their employment, such as:
 - *Job description*
 - *Name of immediate supervisor*
 - *Responsibilities of the employee*
 - *Wage payment practices*
 - *Benefits*
 - *Conflict resolution procedures*
 - *Health and safety practices*
- A limited amount of contact with the student/DOR client and/or their employer post-placement to ensure job satisfaction.

Job Development, Placement and Follow-up/ Pre-ETS Workplace Readiness Training will be provided by TPP Transition Specialists and the TPP Vocational Assistant.

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

- There shall be 18 student/DOR clients who receive Job Development, Placement and Follow-up/Pre-ETS Workplace Readiness Training services.
- There shall be 10 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

During fiscal year 2018/2019, it is expected that:

- There shall be 18 student/DOR clients who receive Job Development, Placement and Follow-up/Pre-ETS Workplace Readiness Training services.
- There shall be 10 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

During fiscal year 2019/2020, it is expected that:

- There shall be 18 student/DOR clients who receive Job Development, Placement and Follow-up/Pre-ETS Workplace Readiness Training services.
- There shall be 10 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 8 successful DOR closures.

e. Pre-ETS Non-Supported Employment (NSE) Job Coaching

1. DESCRIPTION OF SERVICES

NSE Job Coaching includes individual client assistance and support on or off-the-job in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Activities include:

- Job orientation
- Job destination/transportation training
- Teaching job tasks
- Supervision at the worksite
- Coworker/supervisor consultation
- Assistance with integrating into the work environment or with changes in the work environment
- Provision of instruction in self-advocacy
- Assistance with public support agencies
- Family and residential provider consultation
- Ongoing contact with the student/DOR client and/or employer to ensure continued job satisfaction

Pre-ETS Non-Supported Employment (NSE) Job Coaching will be provided by the TPP Vocational Assistant

2. Service Goals/Number to be served

During fiscal year 2017/2018, it is expected that:

- There shall be 5 student/DOR clients who receive Pre-ETS Non-supported Employment Job Coaching services.

During fiscal year 2018/2019, it is expected that:

- There shall be 5 student/DOR clients who receive Pre-ETS Non-supported Employment Job Coaching services.

During fiscal year 2019/2020, it is expected that:

- There shall be 5 student/DOR clients who receive Pre-ETS Non-supported Employment Job Coaching services.

III. Contract Administrator/Program Coordinator

CABRILLO UNIFIED SCHOOL DISTRICT

Tom Owen
100 Lewis Foster Drive
Half Moon Bay, CA 94019
650-712-7200 ext. 4712
650-726-0279 Fax
owent@cabrillo.k12.ca.us

Department of Rehabilitation

Erica Tom
301 Howard St. 7th floor
San Francisco, CA 94105
415-904-7185
415-597-5810 Fax
Erica.Tom@dor.ca.gov

IV. Linkages to Other Community Agencies

The Cabrillo TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/clients and avoid duplication of services:

- Regional Center
- Community Colleges
- Chamber of Commerce
- Gate Path
- San Mateo County Mental Health

V. In Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Department of General Services, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

Cabrillo Unified School District

DOR Program Budget July 1, 2017 - June 30, 2020

<u>ITEM</u>	<u>FTE EXPENDITURE</u>	<u>FY 7/1/2017 to 6/30/2018 TOTAL</u>	<u>FY 7/1/2018 to 6/30/2019 TOTAL</u>	<u>FY 7/1/2019 to 6/30/2020 TOTAL</u>
Rehabilitation Team Unit	Units	0.35	0.35	0.35
1 FTE = \$110,377		\$38,632	\$38,632	\$38,632
Case Services		7,000	7,000	7,000
(Individual Consumer Expenses)				
	SUBTOTAL	\$45,632	\$45,632	\$45,632
Case Service Contract(s):				
TOTAL DOR PROGRAM COST		\$45,632	\$45,632	\$45,632

Cabrillo Unified School District

Program Budget and Match Summary July 1, 2017 - June 30, 2020

	FY 7/1/2017 to 6/30/2018	FY 7/1/2018 to 6/30/2019	FY 7/1/2019 to 6/30/2020
	<u>TOTALS</u>	<u>TOTALS</u>	<u>TOTALS</u>
DOR PROGRAM COSTS (From DOR Program Budget)	\$45,632	\$45,632	\$45,632
TOTAL PAYMENT BY DOR TO CONTRACTOR (From Service Budget)	\$76,299	\$76,299	\$76,299
TOTAL FEDERAL COSTS	\$121,931	\$121,931	\$121,931
Certified Match (If applicable)	\$40,858 25.10%	\$40,858 25.10%	\$40,858 25.10%
Total Federal Share	\$121,931 74.90%	\$121,931 74.90%	\$121,931 74.90%
Cash Match (If applicable)			
	0%	0%	0%
Total Federal Share	\$0 0%	\$0 0%	\$0 0%
TOTAL STATE MATCH	\$40,858	\$40,858	\$40,858

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

**STATE OF CALIFORNIA
TPP PETS SERVICE BUDGET**

DEPARTMENT OF REHABILITATION

☒ Original

☐ Amendment

Contractor Name and Address		Contract Number			Federal ID Number			Page X of X		
Cabrillo Unified School District 498 Kelly Ave Half Moon Bay, CA 94019					94-3083821			1 of 1		
Budget Period		Budget Period			Budget Period			Budget Period		
July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019			July 1, 2019 - June 30, 2020			July 1, 2019 - June 30, 2020		
Effective Date (Amendments Only)		Effective Date (Amendments Only)			Effective Date (Amendments Only)			Effective Date (Amendments Only)		
Line No.	PERSONNEL Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
Administrative Personnel										
1	TPP Transition Specialist 1FTE = 40hrs/week, 10 months + Benefits	\$88,100.00	0.1500	\$13,215.00	\$88,100.00	0.1500	\$13,215.00	\$ 88,100.00	0.1500	\$13,215.00
2	TPP Vocational Assistant, 1FTE=30hrs/week, 10 months + Benefits	\$36,000.00	0.0200	\$720.00	\$36,000.00	0.0200	\$720.00	\$ 36,000.00	0.0200	\$720.00
3										
4										
5	Admin Subtotal			\$13,935.00			\$13,935.00			\$13,935.00
PETS direct service Personnel										
7	TPP Transition Specialist 1FTE =40hrs/week, 10 months + Benefits	\$88,100.00	0.4500	\$39,645.00	\$88,100.00	0.4500	\$39,645.00	\$ 88,100.00	0.4500	\$39,645.00
8	TPP Vocational Assistant, 1FTE=30hrs/week, 10 months + Benefits	\$36,000.00	0.4500	\$16,200.00	\$36,000.00	0.4500	\$16,200.00	\$ 36,000.00	0.4500	\$16,200.00
9										
13										
14										
15	PETS Subtotal			\$55,845.00			\$55,845.00			\$55,845.00
16	Personnel Subtotal			\$69,780.00			\$69,780.00			\$69,780.00
17	OPERATING EXPENSES									
18	Office Supplies & Postage			\$800.00			\$800.00			\$800.00
19	Instructional Materials			\$800.00			\$800.00			\$800.00
20	Mileage			\$825.00			\$825.00			\$825.00
21	Theft Sensitive Items			\$48.00			\$48.00			\$48.00
22										
26	Operating Subtotal			\$2,473.00			\$2,473.00			\$2,473.00
27	Personnel and Operating Subtotal			\$72,253.00			\$72,253.00			\$72,253.00
28	Indirect Rate Percentage			5.60%			5.60%			5.60%
29	Indirect Cost			\$4,046.17			\$4,046.17			\$4,046.17
30	TOTAL (rounded to nearest dollar)			\$76,299			\$76,299			\$76,299

CABRILLO UNIFIED SCHOOL DISTRICT SERVICE BUDGET NARRATIVE

Benefits:

Social Security; Unemployment Insurance, Worker's Comp; Medicare, PERS. Benefits range from 11% to 23% of Salary

Cooperative Program Duties:

TPP Transition Specialist:

Administrative Duties (Line # 1):

- Collect and process PAR's for all involved in the contract for certified time match input onto Certified Expenditure Budget
- Assists DOR Counselor in scheduling appointments with student/ DOR clients and gathers paperwork for DOR counselor
- Collect and Input all data for 801 B Service Invoice
- Attend all Quarterly DOR meetings

Pre-ETS Direct Services Duties (Line # 7):

- Provides job seeking skills, training and preparation to student/ DOR clients either individually or in a group setting, prior to entering into a specific job search.
- Coordinates contract services with the DOR counselor for students/ DOR clients
- Analyzes pertinent collateral information and reports of student/ DOR clients' prior Work Experience/ Pre-ETS work-based learning experience and performance,
- Instructs student/ DOR clients and/or groups regarding techniques for obtaining and maintaining employment,
- Becomes knowledgeable regarding the impact of employment on student/ DOR clients disability and benefits, as well as provides information on accessing such benefits,
- Is aware of the impact that employment will have on student/ DOR clients disability and benefits and is aware of providing information on accessing such benefits,
- Assists in Job Development, Placement and Follow-up/. Pre-ETS Workplace readiness training for student/ DOR clients on the job orients the student/ DOR clients to the job and identifies specific ongoing support and resource needs.
 - Follows required safety and health techniques,
 - Follows universal health precautions,
 - May be required to perform a variety of routine custodial duties related to student needs,
 - Develops placement sites for student/ DOR clients
 - Provides Counseling and assistance about post-secondary programs and Community resources

Non- Contract Duties

- Provides vocational related services to Special Ed students
- Teaches pre- vocational skills to students

- Develops and recommends appropriate vocational goals
 - Develops placements sites
 - Coordinates WorkAbility program services
-

Cooperative Program Duties

TPP Vocational Assistant

Administrative Duties (Line # 2):

- Attend All Quarterly DOR Meetings
- Organizes and maintains DOR related paper work,

Pre-ETS Direct Services Duties (Line # 7):

- Provides Pre-ETS Vocational Evaluation (Pre-ETS/VE), Vocational Instruction/Employment Preparation Pre-ETS Workplace readiness training, Work Experience/ Pre-ETS work-based learning experience, Job Development, Placement and Follow-up/. Pre-ETS Workplace readiness training and Pre-ETS Non-Supported Employment (NSE) Job Coaching.
- Assists student/ DOR clients in identifying their career alternatives through awareness of their strengths and challenges,
- Assists in destination training for student/ DOR clients.
- Assists the Transition Partnership Program (TPP) Transition Specialist in providing services to student/ DOR clients as directed by the Individualized Plan for Employment (IPE),
- Performs TPP-related duties as assigned, including, but not limited to, attendance at scheduled meetings that discuss student/ DOR client progress and assisting in activities that facilitate the success of student/ DOR clients in seeking and maintaining employment while in school and after school exit, as appropriate.
- Assists with the development of placement sites

Non- Contract Duties

- Assists with the implementation of the WorkAbility Program

OPERATING EXPENSES

Office Supplies & Postage

Office supplies to carry out the Transition Partnership Program such as but not limited to paper, pencils pens, duplicating cost, and record keeping materials. Postage costs including letters and mailing related to the TPP contract services.

Instructional Materials

Instructional Materials necessary for the provision of TPP contract services. This includes manuals, vocational specific curriculum and job specific tutorial supplies

Mileage

Reimbursement for staff parking and mileage expenses covering costs including public transit or use of a private vehicle in the provision of contract services such as local job development, job coaching, TPP monitoring and other program related activities. Reimbursement rates not to exceed the CalHR designated rates.

Theft Sensitive Items

Flash Drives as needed for graduating students/DOR clients to store their resumes and master job applications, for employment preparation and job development activities.

INDIRECT/ADMINISTRATIVE OVERHEAD

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated and approved by the California Department of Education.

July 1, 2017 - June 30, 2020

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Contractor Name and Address				Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds.					
Cabrillo Unified School District 498 Kelly Ave Half Moon Bay, CA 94019									
Item Expenditure	July 1, 2017 - June 30, 2018			July 1, 2018 - June 30, 2019			July 1, 2019 - June 30, 2020		
PERSONNEL - Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Annual Amount Certified	Annual Salary	Annual FTE	Annual Amount Certified	Annual Salary	Annual FTE	Annual Amount Certified
TPP Transition Specialist - 1FTE = 32.5 hrs/week, 10 months	\$119,923.00	0.130	\$15,589.99	\$119,923.00	0.130	\$15,589.99	\$119,923.00	0.130	\$15,589.99
TPP Transition Specialist - 1FTE = 32.5 hrs/week, 10 months	\$112,080.00	0.100	\$11,208.00	\$112,080.00	0.100	\$11,208.00	\$112,080.00	0.100	\$11,208.00
TPP Transition Specialist - 1FTE = 32.5 hrs/week, 10 months	\$105,740.00	0.100	\$10,574.00	\$105,740.00	0.100	\$10,574.00	\$105,740.00	0.100	\$10,574.00
TPP Transition Specialist - 1FTE = 32.5 hrs/week, 10 months	\$63,390.00	0.055	\$3,486.45	\$63,390.00	0.055	\$3,486.45	\$63,390.00	0.055	\$3,486.45
Personnel Subtotal			\$40,858.44			\$40,858.44			\$40,858.44
OPERATING EXPENSES									
Operating Subtotal									
Personnel and Operating Subtotal			\$40,858.44			\$40,858.44			\$40,858.44
TOTAL EXPENDITURES "CERTIFIED"			\$40,858			\$40,858			\$40,858

**Cabrillo Unified School District
Certified Expenditure Budget Narrative**

Funded Benefits: Social Security; Unemployment Insurance, Worker's Comp; Medicare, Health, Dental and Vision Insurance, Employee Assistance Program (EAP) STRS. Benefits have been included in the salaries listed on the attached Certified Expenditure Budget. Benefits range from 19%-31%.

TPP Transition Specialist(s)

TPP Contract Duties:

- Teaches student/ DOR clients job related skills
- Coordinates Pre-ETS transition activities for student/ DOR clients
- Facilitates Pre-ETS Employment Preparation activities, as per student/ DOR clients' IPE within classroom setting.

Special Education Teacher

Non-Contract Duties:

- Provides academic instruction to students.
- Teaches district approved core curriculum and provides an educational program designed to provide students with the academic skills to reach their maximum potential.
- Provides tutorial assistance to students experiencing academic difficulties.
- Formulates daily lesson plans, grade student achievement and monitor student progress with parents, counselors, and special education staff.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Click on the Standard Contract Language section to expand, then, click on GTC 04/2017.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy endorsement must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- B. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
 - For non-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of

insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional Insured designation and endorsement required for general liability is to be provided for this coverage.

- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- D. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or

personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.

E. Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.

G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.

H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by

the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.

2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model

identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/sutax/top500.htm>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
 - 3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
Regulation: 34 CFR part 104handicap.
 - 4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

8. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

For Agreements that include **CERTIFIED EXPENDITURE MATCH**:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency-Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH**:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on

the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR consumers.

CABRILLO UNIFIED SCHOOL DISTRICT

EXHIBIT G – ADDITIONAL PROVISIONS

I. CONTRACT MONITORING AND REPORTING

The Cabrillo Unified School District TPP Contract Administrator/Program Manager shall monitor the contract by:

- Submitting service invoices (801B) and Certified time invoices on a quarterly basis
- Ensuring Personnel Activity Reports or time reporting documents and a list of DOR student/clients served are prepared and maintained by Contract staff in accordance with the appropriate OMB circular and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents and a list of DOR student/clients served as requested by DOR contract administrator
- Including a monthly cover letter outlining contract progress and outcomes with regard to contract objectives
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at least quarterly
- Utilizing the Contractor Self Assessment tool on an annual basis to ensure contract compliance
- Preparing and submitting DOR student/clients quarterly progress reports to the assigned vocational rehabilitation counselor. Progress reports should include DOR student/clients name and other necessary or required information

II. TRANSPORTATION

Cabrillo Unified School District TPP will provide transportation to no more than seven (7) DOR student/clients at one time, including the driver.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Cabrillo Unified School District	94-3083821
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Jane Yuster Superintendent	
Executed in the County of	Executed in the State of
San Mateo	CA
Date Executed	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Cabrillo Unified School District</i>		<i>Federal ID Number</i> <i>94-3083821</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <i>Jane Yuster Superintendent</i>		
<i>Date Executed</i> 	<i>Executed in the County of</i> <i>San Mateo</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CABRILLO UNIFIED SCHOOL DISTRICT

BOARD AGENDA ITEM

BOARD MEETING DATE: May 11, 2017

☒ **ACTION**
☐ **CONSENT**
☐ **DISCUSSION**
☐ **INFORMATION**

BOARD AGENDA NUMBER: 15.j

BOARD AGENDA ITEM: Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

DEPARTMENT: Governing Board

CONTACT PERSON: Jane Yuster, Superintendent
John Corry, Assistant Superintendent, Personnel and Pupil Services
Joy Dardenelle, Assistant Superintendent, Curriculum and Instruction
Crystal Leach, Chief Business Officer

BACKGROUND INFORMATION:

The Cabrillo Unified School District (CUSD) participates in the California School Boards Association's (CSBA) *Policy Online and Manual Maintenance Service*. One important component of this optional service is that participating districts receive a quarterly "*Policy Maintenance Report*" to help keep Board policies up to date and fully compliant. Most often, the proposed changes are mandate-driven. In such instances, staff will suggest that the Board waive additional readings and adopt the suggested revisions en masse and via consent. In those instances, when a quarterly maintenance review indicates: 1) a need for a change in a policy that provides optional courses of action or 2) the need for a new policy to address a particular issue, staff will suggest that the Board engage in a first and second reading of the document prior to considering policy adoption.

REPORT/PROPOSAL:

This month, BP 3311, 3547.2, 3553, 3555, 3580, 3580, 5141.52, E 9323.2, are provided for adoption. These Board policies/bylaws have been reviewed by appropriate staff and are submitted for your consideration. Staff has further concluded that the proposed revisions reflect new mandates and/or additional CSBA suggested wordsmithing that could be considered for adoption under action items. These policies are included in this Board packet for review and consideration of action.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve Cabrillo Unified School District Governing Board policy updates and adopt the proposed revisions as recommended by the California School Boards Association.

POLICY GUIDE SHEET

May 2017

Page 1 of 2

Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made.

BP/AR 3311 - Bids

(BP/AR revised)

Policy and regulation updated to include requirements for districts that choose to use the alternative Uniform Public Construction Cost Accounting Act (UPCCAA) for contracting for public works projects. Policy and regulation also updated to reflect NEW LAW (AB 1358, 2015) which authorizes a district to award a design-build contract for a public works project in excess of \$1 million on the basis of either low bid or "best value," as defined. Regulation also reflects new 2016 bid limit established by the Superintendent of Public Instruction for specified projects, and adds new section on "Lease-Leaseback Contract" reflecting legal requirements and NEW COURT DECISION (McGee v. Balfour Beatty Construction LLC).

BP/AR 3541.2 - Transportation for Students with Disabilities

(BP revised)

Policy updated to clarify the policy's applicability to students receiving services pursuant to Section 504 of the federal Rehabilitation Act of 1973, add sample criteria for Individualized Education Program (IEP) teams to use when determining a student's transportation needs, and add material re: the provision of information to IEP teams. Regulation deleted and material moved to BP re: provision of alternative transportation when a student is excluded from school bus transportation for a disciplinary or other reason, assurance that a contract with a nonpublic, nonsectarian school or agency addresses transportation as necessary, and transportation of service animals.

BP/AR 3553 - Free and Reduced Price Meals

(BP/AR revised)

Minor revisions made in policy and regulation to delete references to sharing free and reduced-price meal records for the purpose of determining the eligibility of students in Title I program improvement schools for school choice and supplemental educational services, as those requirements were eliminated in the Every Student Succeeds Act (P.L. 114-95), and instead authorize the use of those records to determine eligibility for alternative supports offered in accordance with the CDE's transition plan.

POLICY GUIDE SHEET

May 2017

Page 2 of 2

BP 3555 - Nutrition Program Compliance

(BP revised)

Policy updated to clarify that, although state and federal law prohibit discrimination in child nutrition programs for all protected categories, the CDE and U.S. Department of Agriculture (USDA) only investigate complaints of discrimination based on race, color, national origin, sex, age, and disability. Policy also reorganizes and expands the responsibilities of the district's civil rights coordinator to reflect CDE's guidebook as updated in November 2015, and updates the addresses where complaints may be submitted. Nondiscrimination statement that is required to be printed on program documents, pamphlets, brochures, and other materials updated to reflect the USDA's 2015 statement.

BP 3580 - District Records

(BP revised)

Policy updated to reflect legal requirement to disclose any breach of security of district records that contain personal information, as defined, by providing a written or electronic notification that meets the content and formatting requirements specified in law.

BP/AR 5141.2 Suicide Prevention

(BP/AR revised)

To meet the content requirements of California Legislation AB 2246, This bill requires county offices of education, school districts, and charter schools serving students in grades 7-12 to adopt a student suicide prevention Board policy. This Board policy must be adopted at a regular Board meeting and be in place before the 2017-2018 school year. In recognition of this, it is an effort to ensure that school staff have the knowledge, tools and resources to identify and effectively respond to students who may be suicidal.

E(1) 9323.2 - Actions by the Board

(Minor Revision)

In section "Actions Requiring a Four-Fifths Vote of the Board," add new item #5 as follows:

5. Resolution to award a contract for a public works project at \$187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$175,000 or less, all bids received are in excess of \$175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Cabrillo USD

Board Policy

Bids

BP 3311

Business and Noninstructional Operations

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

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

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements regarding contracting after competitive bidding. (Public Contract Code 20116, 22033)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to

Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

Legal Reference:

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act*

17250.10-17250.55 *Design-build contracts*

17406 *Lease-leaseback contract*

17595 *Purchase of supplies through Department of General Services*

17602 *Purchase of surplus property from federal agencies*

38083 *Purchase of perishable foodstuffs and seasonable commodities*

38110-38120 *Apparatus and supplies*

39802 *Transportation services*

CODE OF CIVIL PROCEDURE

446 *Verification of pleadings*

GOVERNMENT CODE

4217.10-4217.18 *Energy conservation contracts*

4330-4334 *Preference for California-made materials*

6252 *Definition of public record*

53060 *Special services and advice*

54201-54205 *Purchase of supplies and equipment by local agencies*

PUBLIC CONTRACT CODE

1102 *Emergencies*

2000-2002 *Responsive bidders*

3000-3010 *Roofing projects*

3400 *Bids, specifications by brand or trade name not permitted*

3410 *United States produce and processed foods*

6610 *Bid visits*

12200 *Definitions, recycled goods, materials and supplies*

20101-20103.7 *Public construction projects, requirements for bidding*

20103.8 *Award of contracts*

20107 *Bidder's security*

20110-20118.4 *Contracting by school districts*

20189 *Bidder's security, earthquake relief*

22002 *Definition of public project*

22030-22045 *Alternative procedures for public projects (UPCCAA)*

22050 *Alternative emergency procedures*

22152 *Recycled product procurement*

Legal Reference: (continued)

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739

Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425

Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 *Ops.Cal.Atty.Gen.* 1 (2006)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION

PUBLICATIONS

Cost Accounting Policies and Procedures Manual

*Frequently Asked Questions**WEB SITES*CSBA: [http:// www.csba.org](http://www.csba.org)California Association of School Business Officials: <http://www.casbo.org>California Uniform Construction Cost Accounting Commission: http://www.sco.ca.gov/ard_cuccac.html

~~The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. In leasing or purchasing equipment, materials, supplies, or services for the district and when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such leases and purchases shall be made using competitive bidding.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 3000—Concepts and Roles)~~

~~(cf. 3300—Expenditures and Purchases)~~

~~The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.~~

~~No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code 20111-20118.4. (Public Contract Code 20116)~~

~~When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.~~

~~The Superintendent or designee shall develop the procedures to be used for rating bidders for award of contracts which, by law or Board policy, require prequalification. The procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.~~

~~(cf. 9270—Conflict of Interest)~~

~~Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)~~

~~When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)~~

*Legal Reference:**EDUCATION CODE*

~~17070.10-17079.30—Leroy F. Greene School Facilities Act~~

~~17406—Lease-leaseback contract~~

~~17595—Purchase of supplies through Department of General Services~~

~~17602 Purchase of surplus property from federal agencies~~
~~38083 Purchase of perishable foodstuffs and seasonable commodities~~
~~38110-38120 Apparatus and supplies~~
~~39802 Transportation services~~

~~GOVERNMENT CODE~~

~~4217.10-4217.18 Energy conservation contracts~~
~~4330-4334 Preference for California-made materials~~
~~6252 Definition of public record~~
~~53060 Special services and advice~~
~~54201-54205 Purchase of supplies and equipment by local agencies~~

~~PUBLIC CONTRACT CODE~~

~~1102 Emergencies~~
~~2000-2002 Responsive bidders~~
~~3000-3010 Roofing projects~~
~~3400 Bids, specifications by brand or trade name not permitted~~
~~3410 United States produce and processed foods~~
~~6610 Bid visits~~
~~12200 Definitions, recycled goods, materials and supplies~~
~~20101-20103.7 Public construction projects, requirements for bidding~~
~~20103.8 Award of contracts~~
~~20107 Bidder's security~~
~~20111-20118.4 Contracting by school districts~~
~~20189 Bidder's security, earthquake relief~~
~~22002 Definition of public project~~
~~22030-22045 Alternative procedures for public projects (UPCCAA)~~
~~22050 Alternative emergency procedures~~
~~22152 Recycled product procurement~~

~~COURT DECISIONS~~

~~Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739~~
~~Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425~~
~~Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241~~
~~Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449~~
~~City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861~~
~~ATTORNEY GENERAL OPINIONS~~
~~89 Ops.Cal.Atty.Gen. 1 (2006)~~

~~Management Resources:~~

~~WEB SITES~~

~~CSBA: <http://www.csba.org>~~

~~California Association of School Business Officials: <http://www.casbo.org>~~

Policy: 3311

Adopted: December 11, 2008

Revised: September 12, 2013

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT
Half Moon Bay, California

Cabrillo USD

Board Policy

Transportation For Students With Disabilities

BP 3541.2

Business and Noninstructional Operations

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 3540 - Transportation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

(cf. 3250 - Transportation Fees)

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

(cf. 5131.1 - Bus Conduct)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

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

(cf. 3541 - Transportation Routes and Services)

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference:

EDUCATION CODE

39807.5 Payment of transportation cost

39839 Guide dogs, signal dogs, and service dogs on bus

41850-41854 Allowances for transportation

48300-48315 Alternative interdistrict attendance program

48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services

56195.8 Adoption of policies

56327 Assessment for special education and related services

56345 Individualized education program

56365-56366.1 Nonpublic nonsectarian schools or agencies

CIVIL CODE

54.1-54.2 Service animals

CODE OF REGULATIONS, TITLE 5

15243 Physically handicapped minors

15271 Exclusion from report

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service animals

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.34 Transportation defined as related service

CODE OF FEDERAL REGULATIONS, TITLE 49

571.222 Federal requirements for bus securement systems

Management Resources:**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****Special Education Transportation Guidelines****Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013****U.S. DEPARTMENT OF EDUCATION PUBLICATIONS****Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009****Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009****WEB SITES****California Department of Education: <http://www.cde.ca.gov>****U.S. Department of Education: <http://www.ed.gov>**

The Governing Board shall ensure that appropriate transportation services are provided for students with disabilities as specified in their individualized education program (IEP) or accommodation plan. The district shall make home to school transportation available for students at no cost to parents/guardians as specified in the student's IEP.

(cf. 0430—Comprehensive Local Plan for Special Education)

(cf. 3250—Transportation Fees)

(cf. 6159—Individualized Education Program (IEP))

(cf. 6159.2—Nonpublic Nonsectarian School and Agency Services for Special Education)

(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6—Identification and Education Under Section 504)

The Superintendent or designee shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or accommodation plan.

(cf. 3540—Transportation)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

(cf. 3541—Transportation Routes and Services)

The Superintendent or designee shall establish procedures to ensure compatibility between mobile seating devices and bus securement systems.

(cf. 3542—School Bus Drivers)

Legal Reference:**EDUCATION CODE**

39807.5—Payment of transportation cost

39839—Guide dogs, signal dogs and service dogs on bus

41850-41854—Allowances for transportation

48300-48315—Alternative interdistrict attendance program

48915.5—Expulsion of students with exceptional needs

56195.8—Adoption of policies

56327—Assessment for special education and related services

~~56345 Individualized education program~~
~~56366 Nonpublic nonsectarian schools or agencies~~
~~56366.1 Waiver of requirements under section 56365 and 56366~~
~~CODE OF REGULATIONS, TITLE 5~~
~~15050 Transfer of funds to child development fund and development center for handicapped pupils fund~~
~~15243 Physically handicapped minors~~
~~15271 Exclusion from report~~
~~UNITED STATES CODE, TITLE 20~~
~~1400-1482 Individuals with Disabilities Education Act~~
~~UNITED STATES CODE, TITLE 29~~
~~794 Section 504 of the Rehabilitation Act of 1973~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504~~
~~CODE OF FEDERAL REGULATIONS, TITLE 49~~
~~571.222 Federal requirements for bus securement systems~~

Management Resources:

~~CDE MANAGEMENT ADVISORIES~~

~~0500.92 Implementation of Special Education Transportation Apportionment (#92-02)~~

~~CDE PROGRAM ADVISORIES~~

~~0609.95 School transportation fee exemption for handicapped children and pupils whose parents or guardians are indigent (LO: 2-95)~~

Policy: 3541

Adopted: December 11, 2008

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT
Half Moon Bay, California

Cabrillo USD

Board Policy

Business and Noninstructional Operations

BP 3553

Free And Reduced Price Meals

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
*(cf. 6177 – Summer **Learning Programs School**)*

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

(cf. 5125 - Student Records)

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Achievement Tests)

2. Identification of students eligible for alternative supports in any school identified as a Title I program improvement school

~~In any school identified as a Title I program improvement school pursuant to 20 USC 6316, identification of students eligible for school choice and supplemental educational services~~

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education

Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-49562 Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

WELFARE AND INSTITUTIONS CODE

14005.41 Basic health care

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy: 3553

Adopted: December 11, 2008

Revised: November 17, 2011

Revised: May 12, 2016

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay, California

Cabrillo USD

Board Policy

Nutrition Program Compliance

BP 3555

Business and Noninstructional Operations

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her ~~because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other~~ on any basis prohibited by law, ~~in its implementation of such a program.~~

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

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5030 - Student Wellness)

Coordinator

The Board designates the compliance officer specified in AR 1312.3 - Uniform Complaint Procedures as coordinator of the district's efforts to comply with the laws governing its nutrition programs and to investigate any related complaints. ~~Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.~~

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. ***Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties***

(cf. 6164.6 - Identification and Education Under Section 504)

2. ***Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff***

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. ***Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs***

(cf. 6159 - Individualized Education Program)

4. ***Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants***
5. ***Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below***
6. ***Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency***
7. ***Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities***
8. ***Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet***

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. ***Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint***
10. ***Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants***

(cf. 5022 - Students and Family Privacy Rights)

(cf. 5125 - Student Records)

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~The coordinator shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.~~

~~The coordinator shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.~~

~~*(cf. 5022 - Students and Family Privacy Rights)*~~

~~*(cf. 5125 - Student Records)*~~

~~When a significant number of participants or potential participants in the district's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.~~

~~(cf. 5020—Parent Rights and Responsibilities)~~

~~(cf. 6020—Parent Involvement)~~

~~(cf. 6174—English Language Learners)~~

~~The coordinator also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.~~

~~(cf. 5141.27—Food Allergies/Special Dietary Needs)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6164.6—Identification and Education Under Section 504)~~

Notifications

The coordinator shall ensure that the U.S. Department of Agriculture's "And Justice for All" or other approved Nutrition Programs Civil Rights posters ***approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.*** ~~are displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.~~

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

~~Annually, the coordinator shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district's usual means of notification.~~

~~(cf. 4112.9/4212.9/4312.9—Employee Notifications)~~

~~(cf. 5145.6 - Parental Notifications)~~

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf,

hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
- (2) fax: (202) 690-7442; or*
- (3) email: program.intake@usda.gov.*

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When a complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

- 1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (916) 323-8531 or (800) 952-5609*
- 2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.*

Legal Reference:**EDUCATION CODE****200-262.4 Prohibition of discrimination****48985 Notices to parents in language other than English****49060-49079 Student records****49490-49590 Child nutrition programs****PENAL CODE****422.6 Interference with constitutional right or privilege****CODE OF REGULATIONS, TITLE 5****3080 Application of section****4600-4687 Uniform complaint procedures****4900-4965 Nondiscrimination in elementary and secondary education programs****UNITED STATES CODE, TITLE 20****1400-1482 Individuals with Disabilities in Education Act****1681-1688 Discrimination based on sex or blindness, Title IX****UNITED STATES CODE, TITLE 29****794 Section 504 of the Rehabilitation Act of 1973****UNITED STATES CODE, TITLE 42****2000d-2000d-7 Title VI, Civil Rights Act of 1964****2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended****2000h-2000h-6 Title IX****12101-12213 Americans with Disabilities Act****CODE OF FEDERAL REGULATIONS, TITLE 7****210.23 National School Lunch Program, district responsibilities****215.7 Special Milk Program, requirements for participation****215.14 Special Milk Program, nondiscrimination****220.7 School Breakfast Program, requirements for participation****225.3 Summer Food Service Program, administration****225.7 Summer Food Service Program, program monitoring****CODE OF FEDERAL REGULATIONS, TITLE 28****35.101-35.190 Americans with Disabilities Act****36.303 Auxiliary aids and services****CODE OF FEDERAL REGULATIONS, TITLE 34****100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI****104.1-104.39 Section 504 of the Rehabilitation Act of 1973****106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:****106.9 Dissemination of policy****Management Resources:****CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. November 2015****U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS****Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005****U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS****Notice of Non-Discrimination, August 2010****WEB SITES****California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>****U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>****U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>****U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>**

~~In addition, the coordinator shall ensure that every informational release, publication, or poster concerning the district's nutrition programs and/or activities includes, in a prominent location, the following statement:~~

~~"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.~~

~~To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."~~

~~However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement "This institution is an equal opportunity provider" in the same print size as the rest of the text.~~

~~When a complaint is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~

- ~~1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609~~
- ~~2. Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov~~
- ~~3. USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 (TTY)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

UNITED STATES CODE, TITLE 29

~~794—Section 504 of the Rehabilitation Act of 1973~~
~~UNITED STATES CODE, TITLE 42~~
~~2000d—2000d-7—Title VI, Civil Rights Act of 1964~~
~~2000e—2000e-17—Title VII, Civil Rights Act of 1964 as amended~~
~~2000h—2000h-6—Title IX~~
~~12101—12213—Americans with Disabilities Act~~
~~CODE OF FEDERAL REGULATIONS, TITLE 28~~
~~35.101—35.190—Americans with Disabilities Act~~
~~36.303—Auxiliary aids and services~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~100.1—100.13—Nondiscrimination in federal programs, effectuating Title VI~~
~~104.1—104.39—Section 504 of the Rehabilitation Act of 1973~~
~~106.1—106.61—Discrimination on the basis of sex, effectuating Title IX, especially:~~
~~106.9—Dissemination of policy~~

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION PUBLICATIONS~~
~~Civil Rights and Complaint Procedures for Child Nutrition Programs, March 2010~~
~~U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS~~
~~Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, FNS Instruction 113-1,~~
~~November 2005~~
~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~
~~Protecting Students from Harassment and Hate Crime, January 1999~~
~~Notice of Non-Discrimination, January 1999~~

WEB SITES

~~California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>~~
~~U.S. Department of Agriculture, Food and Nutrition Services: <http://www.fns.usda.gov>~~
~~U.S. Department of Agriculture, Office for Civil Rights: <http://www.ascr.usda.gov>~~
~~U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/oer>~~

Policy: 3555

Adopted: October 14, 2010

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT
Half Moon Bay, California

Cabrillo USD

Board Policy

District Records

BP 3580

Business and Noninstructional Operations

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3440 - Inventories)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

~~(cf. 4112.6/4212.6/4312.6 - Personnel Files)~~

~~(cf. 5125 - Student Records)~~

~~(cf. 5125.1 - Release of Directory Information)~~

~~In the event of any known or reasonably suspected breach of the security of district records containing confidential personal information including, but not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account, the Superintendent or designee shall immediately notify local law enforcement agencies and any affected persons. Notification of affected individuals may be delayed if a law enforcement agency determines that the notification would impede a criminal investigation.~~

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journal

35250-35255 Records and reports

44031 Personnel file contents and inspection

49065 Reasonable charge for transcripts

49069 Absolute right to access

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of student records

16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

California Secretary of State: <http://www.sos.ca.gov/safeathome>

Policy: 3580

Adopted: December 11, 2008

Revised: August 12, 2010

Revised: June 20, 2013

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay, California

Cabrillo USD

Board Policy

Suicide Prevention

BP 5141.52

Students

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologist, school social workers, administrators, other staff parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 – Youth Services)

(cf. 1220 – Citizen Advisory Committees)

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

- 1. The strategies and measures describe in the San Mateo County School Suicide Prevention ToolKit*
- 2. Staff Development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grade*
- 3. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others*
- 4. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students.*
- 5. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problems, the district's suicide prevention curriculum basic steps for helping suicidal youth, and/or school community resources that can help youth in crisis.*
- 6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions*

7. *Crisis intervention procedures for addressing suicide threats or attempts*
8. *Counseling and other postvention strategies for helping students, staff and others cope in the aftermath of a student's suicide*

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to students who are bereaved by suicide; students with feasilibilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or queesting youth.

~~The Governing Board recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop preventive strategies and intervention procedures.~~

~~The Superintendent or designee may involve school health professionals, school counselors, administrators, other staff, parents/guardians, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.~~

~~(cf. 1020—Youth Services)~~

~~(cf. 1220—Citizen Advisory Committees)~~

~~(cf. 1400—Relations Between Other Governmental Agencies and the Schools)~~

Prevention and Instruction

~~Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among students.~~

~~(cf. 5131—Conduct)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 5145.9—Hate-Motivated Behavior)~~

~~The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and self-esteem.~~

~~(cf. 6142.8—Comprehensive Health Education)~~

~~The Superintendent or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the district's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.~~

Staff Development

~~Suicide prevention training for staff shall be designed to help staff identify and respond to students at risk of suicide. The training may be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:~~

~~1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors~~

~~(cf. 5131.6—Alcohol and Other Drugs)~~

~~2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior~~

~~3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health~~

~~4. _____ School and community resources and services~~

~~(cf. 5141.6—School Health Services)~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

~~5. District procedures for intervening when a student attempts, threatens, or discloses the desire to commit suicide~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

Intervention

~~Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the principal or school counselor. The principal or counselor shall then notify the student's parents/guardians as soon as possible and may refer the student to mental health resources in the school or community.~~

~~(cf. 5141—Health Care and Emergencies)~~

~~Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.~~

~~Whenever schools establish a peer counseling system to provide support for students, peer counselors shall complete the suicide prevention curriculum, including identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.~~

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

~~The Superintendent or designee shall establish crisis intervention procedures to ensure student safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.~~

Legal Reference:

EDUCATION CODE

32280-32289 *Comprehensive safety plan*

41533 *Professional Development Block Grant, suicide prevention training for teachers*

49060-49079 *Student records*

49602 *Confidentiality of student information*

49604 *Suicide prevention training for school counselors*

GOVERNMENT CODE

810-996.6 *Government Claims Act*

WELFARE AND INSTITUTIONS CODE

5698 *Emotionally disturbed youth; legislative intent*

5850-5883 *Mental Health Services Act*

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Youth Suicide-Prevention Guidelines for California Schools, 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA DEPARTMENT OF MENTAL HEALTH PUBLICATIONS

California Strategic Plan for Suicide Prevention: Every Californian is Part of the Solution, 2008

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, 2001

WEB SITES

American Psychological Association: <http://www.apa.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Mental Health, Children and Youth Programs:

http://www.dmh.ca.gov/Services_and_Programs/Children_and_Youth

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Institute for Mental Health: <http://www.nimh.nih.gov>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

Policy: 5141.52

Adopted: December 11, 2008

Revised: October 8, 2009

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay, California

Cabrillo USD

Exhibit

Actions By The Board

E 9323.2

Board Bylaws

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

7. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

8. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

(cf. 6185 - Community Day School)

10. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

11. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

12. Resolution to place a parcel tax on the ballot (Government Code 53724)
13. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. ***Resolution to award a contract for a public works project at 187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of 175,000 or less, all bids received are in excess of 175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 220344)***

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)
2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Exhibit: 9323 (1)

Version: December 11, 2008

Revised: October 9, 2014

Revised: May 11, 2017

CABRILLO UNIFIED SCHOOL DISTRICT

Half Moon Bay, California