Regular Governing Board Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

District Office Board Room
498 Kelly Avenue, Half Moon Bay, California 94109
Thursday, August 8, 2019 • 7:00 PM
Closed Session 6:00 PM

1. CALL TO ORDER

2. ROLL CALL / QUORUM

___ Ms. Sophia Layne, President
___ Ms. Kimberly Hines, Vice President
___ Ms. Lizet Cortes, Clerk to the Governing Board
___ Ms. Mary Beth Alexander, Member
___ Ms. Freya McCamant, 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. With respect to every item of business to be discussed in closed session pursuant to (Government Code §54957.6): Facilities Update.

b. Conference Regarding Labor Negotiations with District-Designated Representatives (Government Code §54957.6).

c. Pupil Personnel/Student Matters (Education Code §35146): Consideration of Interdistrict Appeal.

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.

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

e. Conference with Legal Counsel – Anticipated Litigation (Government Code §54956.9).

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

5. RECONVENE OPEN SESSION – 7:00 PM

Report action from Closed Session if applicable.

6. PLEDGE OF ALLEGIANCE

7. ADOPTION OF AGENDA AS PRESENTED / AMENDED

8. STUDENT / STAFF / COMMUNITY RECOGNITION

a. None

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

10. REPRESENTATIVE REPORTS

a. CUTA Representatives

b. CSEA Representatives

11. REPORTS / INFORMATION / PRESENTATIONS

a. Multi-Tiered System of Support (MTSS) Overview Presentation

11.a Board Memo MTSS Presentation.pdf (p. 6)

11.a.1 MTSS Presentation.pdf (p. 7)

12. DISCUSSION

a. None

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 Certificated Personnel Report.pdf (p. 15)

b. Approval of Classified Personnel Report

14.b Classified Personnel Report.pdf (p. 17)

c. Approval of Changes to the Maintenance Custodian/Custodian II Job Descriptions

14.c Board Memo Custodian Job Descriptions Changes.pdf (p. 19)

14.c.1 Maintenance Custodian Job Description.pdf (p. 20)

14.c.2 Custodian II Job Description.pdf (p. 22)

d. Approval of the Brandman University Supervised Internship Agreement

14.d Board Memo University Internship Agreement.pdf (p. 24)

14.d.1 Brandman University Internship Agreement.pdf (p. 25)

e. Approval of Reinstatement of Administrative Assistant V Position to Personnel/Student Services

14.e Board Memo Admin V Reinstatement (p. 32)

f. Acceptance of Donations to Cabrillo Unified School District

14.f Board Memo Donations.pdf (p. 33)

14.f.1 Summary Site Donations.pdf (p. 34)

g. Acceptance of Enrollment Report for the Tenth Month of the 2018-2019 School Year

14.g Board Memo Enrollment Report.pdf (p. 35)

14.g.1 Period 10 Enrollment Report.pdf (p. 36)

h. Approval of Quarterly Report on Williams Uniform Complaints (Education Code §35186)

14.h Board Memo Williams UCP Report.pdf (p. 37)

14.h.1 2018-19 Williams UCP Report Q4.pdf (p. 38)

i. Approval of Minutes of the June 20, 2019 Regular Governing Board Meeting

14.i Board Memo Minutes.pdf (p. 39)

14.i.1 2019-06-20 Minutes.pdf (p. 40)

15. ACTION ITEMS

a. Proclamation Hispanic Heritage Month – September 15, 2019 – October 15, 2019

15.a Board Memo Proclamation Hispanic Heritage Month.pdf (p. 46)

15.a.1 Proclamation Hispanic Heritage Month.pdf (p. 47)

b. Hold Public Hearing for 2019-2021 Contract Initial Proposals and Approve as Submitted by the Cabrillo Unified School District and the California School Employees' Association

15.b Board Memo CSEA Contract Changes.pdf (p. 49)

15.b.1 CSEA Contract ART05 Hours and Overtime.pdf (p. 50)

15.b.2 CSEA Contract ART06 Salary.pdf (p. 57)

15.b.3 CSEA Contract ART22 Calendar.pdf (p. 61)

c. Resolution No. 15-19 Matter of Identifying the District Representative(s)

15.c Board Memo Signatories 2019-20.pdf (p. 62)

15.c.1 Resolution No. 15-19 Signatories 2019-20.pdf (p. 63)

15.c.2 Signatory Graph 2019-20.pdf (p. 64)

d. Approval of Cabrillo Unified School District Governing Board Policy 5141.41 Prevention of Sexual Misconduct and Abuse in School Update and Adopt the Proposed Revisions

15.d Board Memo Policy Updates.pdf (p. 65)

15.d.1 BP 5141.41 Prevention of Sexual Misconduct and Abuse in Schools.pdf (p. 66)

15.d.2 AR 5141 Prevention of Sexual Misconduct and Abuse in Schools.pdf (p. 68)

16. FUTURE BOARD AGENDA ITEMS

a. Approval of Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

17. FUTURE EVENTS/DATES/REQUESTS

a. August 15 - First Day of Classes for All Students

b. August 15 - TK/K Back to School Night, Hatch Elementary School, 6:00 PM

c. August 15 - Back to School Night, Pilarcitos High School, 6:30 PM

d. August 20 - Back to School Night, El Granada Elementary School, 6:00 PM

e. August 27 - Back to School Night, Farallone View Elementary School, 6:00 PM

f. August 28 - Back to School Night Grades 1-5, Hatch Elementary School, 6:00 PM

g. August 29 - Back to School Night, Kings Mountain Elementary School, 6:00 PM

h. August 29 - Back to School Night, Half Moon Bay High School, 6:00 PM

i. September 2 - Holiday, All Sites Closed

j. September 5 - Back to School Night, Manuel F. Cunha Intermediate School, 6:00 PM

k. September 10 - Big Lift Collaborative Meeting, District Office Board Room, 3:00 PM

l. September 10 - Chamber Education Committee Meeting, District Office Board Room, 4:00 PM

m. September 12 - Regular Governing Board Meeting, District Office Board Room, 7:00 PM

n. September 10 - Community School Funding Informational Event, Half Moon Bay Library, 6:00 PM

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 pm. The Board, at its discretion, may extend the meeting for a defined time to finish the business at hand.

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
THRU: Holly Wade, Ph.D. and Leticia Bhatia, Ed.D., Assistant Superintendents
CATEGORY: Information
PRESENTATION: **Implementation of Multi-Tiered System of Support (MTSS) at CUSD**

BACKGROUND INFORMATION

At Cabrillo Unified School District, we began phase one of MTSS implementation during the 2018-2019 academic school year. This process began with a reorganization of resources to create Inclusive Policy and Practices through the integration of all District learning divisions, including Curriculum/Instruction, Pupil Personnel Services, and Educational Support Services (including student and special education services). The CUSD Leadership, along with our SMCOE partner, have developed strategic measures to identify, understand, and build on promising initiatives while seeking to change patterns of practice. Systemic practices have been identified, and strategic plans have been developed through the integration of MTSS, the District LCAP, and Performance Indicator Review Plan for the Division of Special Education.

As per the California Department of Education, "MTSS is an integrated, comprehensive framework that focuses on CCSS, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success. California has a long history of providing numerous systems of support. These include the interventions within the RtI^2 processes, supports for Special Education, Title I, Title III, support services for English Learners, American-Indian students, and those in gifted and talented programs. MTSS offers the potential to create needed systematic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students."

Our goal is to create a model of continuous improvement for all students. Through an analysis of performance indicators, including student performance on state wide testing, CUSD has set the following goals to focus our efforts to serve all students: (1) increasing cultural responsiveness, (2) alignment of systems to meet student needs, and (3) alignment of professional learning for district staff.

REPORT/PROPOSAL:

The purpose of bringing this to the Board of Education is to communicate our continued efforts to meet the needs of all students in the District and to review the implementation plan for Multi-Tiered System of Supports (MTSS) efforts in the Cabrillo Unified School District for the 2019-20 school year.

FINANCIAL IMPACT:

At this time, there is no fiscal impact.

Multi-Tiered System of Support: *All Means All*

Cabrillo Unified School District
Presented to the Board of Education
August 8, 2019

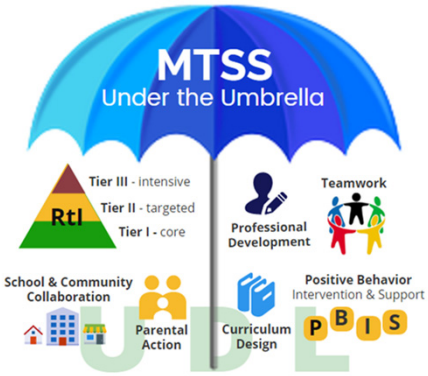
Holly Wade, Ph.D., Assistant Superintendent Educational Support Services
Leticia Bhatia, Ed.D., Assistant Superintendent Curriculum and Instruction

Agenda

- Provide an overview of Multi Tiered System of Support (MTSS) Framework
- Review MTSS Journey at Cabrillo Unified School District
- MTSS Goals
- Next Steps

Multi Tiered System of Support

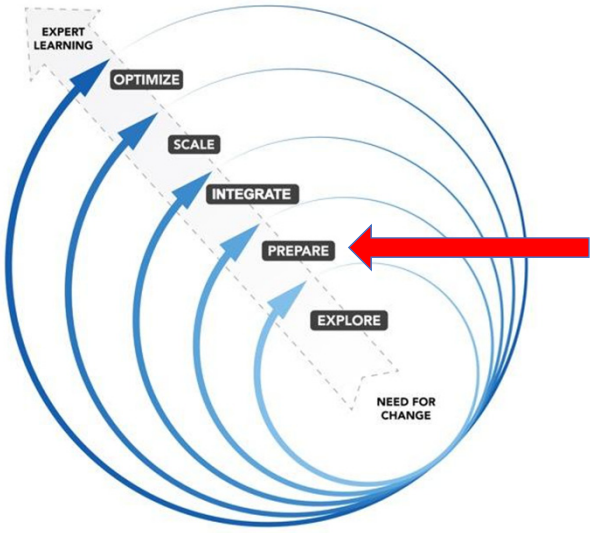
In California, MTSS is an integrated, comprehensive framework that focuses on CCSS core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success.



3

CHANGE in CUSD

Phases of Implementation



Adapted from: CAST Professional Learning's UDL Implementation Process

4

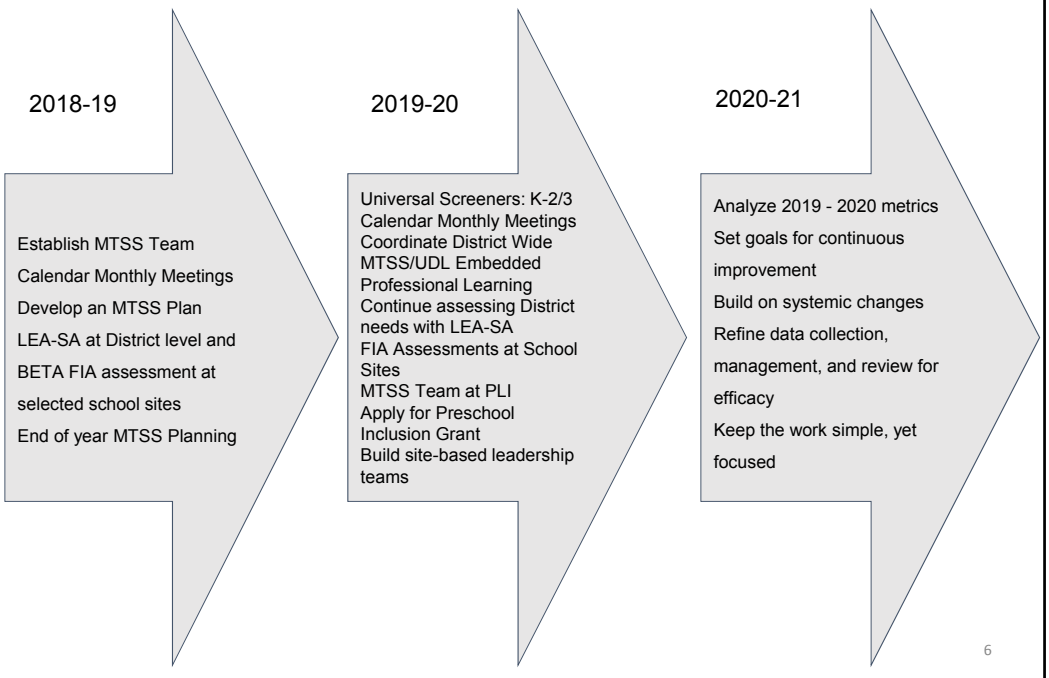
Goals for Our Work

1. District MTSS improvement team
2. Define Tiers for School Support
3. Inventory District Initiatives
4. Create data calendar
5. Create a data protocol for MTSS Improvement team
6. Link the system to the conversation

Every Child, Every Day

5

CUSD-3 year Implementation Plan



6

3 Foci for 2019-2020

CUSD has set the following foci as 2019-2020 goals to serve all students:

1. Increase cultural responsiveness
2. Alignment of systems to meet student needs
3. Alignment of professional learning for district staff

7

Preparation Phase - MTSS PLI Team

Teams established at all sites including:

- Lead teachers
- School psychologists
- Superintendent
- District cabinet members
- Principals

ALL attend MTSS PLI as a team

8

Inventory of Systems of Supports



We must first inventory our systems of support.

Heart of the work – Integration Phase

- This can take time, so we will all need to be patient
- CUSD has an MTSS Team will meet monthly and monitor established targets
- CUSD has existing evidenced-based practices systems team will identify ways to build on what is working

Implicit Bias - Definition

The attitudes or stereotypes that affect our understanding, actions, and decisions in an unconscious manner.

-Ohio State University, "Understanding Implicit Bias" from Kirwan Institute for the study of Race and Ethnicity 2019

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5 Keys to Challenging Implicit Bias

Disproportionality in discipline: Policies that appear racially neutral on their face, but result in the over-representation of students of color -- particularly black boys -- in suspensions, expulsions, and referrals for subjective infractions like "defiance"

Disproportionality in special education: Misguided placements that result in the over-representation of culturally and linguistically diverse students in special education programs

Teacher mindsets and beliefs: Underestimating the intellectual capacity of culturally and linguistically diverse students, often girls, inside the classroom

Tracking: School policies that automatically place students of color in remedial or low-track courses

Dominant discourse: Ways of thinking and talking about students and families that diminish, underestimate, or even pathologize them

12

Edutopia: Shane Safir, March 2016

Ongoing Work for 2019-20

- Integrate the work of the Multi-Tiered System of Support (MTSS) and employ Universal Design for Learning (UDL) pilots to increase access for all in the Least Restrictive Environments
- Complete a full analysis of the achievement barriers and gaps in our programs and services through data talks with all educators in the district
- Integrate the areas from the Performance Indicator Review (PIR) and the LCAP to ensure seamless consideration of our most vulnerable learners in our planning and goals
- Use a data-driven, prevention-based framework for improving learning outcomes

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Ongoing Work for 2019-20

- Realign supports to ensure that attending school with your siblings and neighbors is a part of the IEP discussion of Least Restrictive Environment
- Provide ongoing professional learning to staff to ensure supportive, safe, educational environments are available to all
- Address the implicit bias through professional learning

14


Question
15

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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: **Approve Certificated Personnel Report**

BACKGROUND INFORMATION:

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

1. OFFER OF EMPLOYMENT FOR CERTIFICATED ADMINISTRATOR

Anne Cildir, Principal, Farallone View Elementary School, effective July 1, 2019.

Monica Sorensen, School Psychologist, Special Education Department, effective August 5, 2019.

2. OFFER OF PROBATIONARY EMPLOYMENT FOR 2019-2020

Kate Berkowitz, Elementary Teacher, Farallone View Elementary School, effective August 12, 2019.

Laurel Bigelow, Elementary Teacher, Farallone View Elementary School, effective August 12, 2019.

Brianna Camozzi, 0.2 FTE Agriculture/Veterinary Teacher, Half Moon Bay High School, effective August 12, 2019.

Holden Hix, 0.6 FTE Mathematics teacher, Half Moon Bay High School, effective August 12, 2019.

Brittany Jolivette, School Counselor, Half Moon Bay High School, effective August 12, 2019.

Gabriela Lomeli, School Counselor, Half Moon Bay High School, effective August 12, 2019.

Michael Muramoto, School Counselor, Half Moon Bay High School, effective August 12, 2019.

James Toner, English Teacher, Half Moon Bay High School, effective August 12, 2019.

3. PROMOTION

Andrew Boysen, Assistant Principal, Half Moon Bay High School, formerly English Teacher, Half Moon Bay High School, effective July 1, 2019.

4. RESIGNATION

Julia Smith, School Counselor, Half Moon Bay High School, effective June 14, 2019.

Maria Soriano, School Counselor, Half Moon Bay High School, effective June 14, 2019.

5. RETIREMENT

Linda Herbert, Elementary Teacher, Farallone View Elementary School, effective June 14, 2019. Ms. Herbert was hired by the district on September 1, 1988.

FINANCIAL IMPACT:

Financial impact is included in the budget.

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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: **Approve the Classified Personnel Report**

BACKGROUND INFORMATION:

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

1. CHANGE IN ASSIGNMENT

Jorge Betancourt, Lead Custodian II, Maintenance Department, formerly Administrative Assistant III, Half Moon Bay High School, effective July 1, 2019.

Kim Darrow, Paraprofessional Special Education II, Half Moon Bay High School, formerly Paraprofessional Special Education II, Cunha Intermediate School, effective August 15, 2019.

Veronica Jimenez, Paraprofessional Special Education II, Half Moon Bay High School, formerly Paraprofessional Special Education II, Cunha Intermediate School, effective August 15, 2019.

Donna McCurdy, Paraprofessional Special Education II, Farallone View Elementary School, formerly Paraprofessional Special Education II, Kings Mountain Elementary School, effective August 15, 2019.

Luz Navarro, Clerical Assistant I/Clerical Assistant II, Farallone View Elementary School, formerly Administrative Assistant III, Pilarcitos High School, effective August 12, 2019.

Mary Simanek, Paraprofessional Special Education II, Half Moon Bay High School, formerly Paraprofessional Special Education II, Cunha Intermediate School, effective August 15, 2019.

2. PROMOTION

Jaime Rico, Maintenance and Transportation Supervisor, Maintenance, Operations and Transportation Department, formerly Maintenance Worker, Maintenance, Operations and Transportation Department, effective July 1, 2019.

3. OFFER OF EMPLOYMENT FOR 2019-2020

Jerome Lee, Campus Security Assistant, Half Moon Bay High School, effective August 15, 2019.

4. REHIRE

Julie Pedersen, Paraprofessional, Kings Mountain Elementary School, effective August 15, 2019.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: **Approve Changes to the Maintenance Custodian/Custodian II Job Descriptions**

BACKGROUND INFORMATION

The supervisory reporting structure for the CSEA positions of Maintenance Custodian and Custodian II has changed. Effective July 1, both positions will report directly to the Custodial Coordinator or an assigned supervisor.

REPORT/PROPOSAL

The following job descriptions for the Maintenance Custodian and Custodian II have been modified to reflect this change in supervision.

FINANCIAL IMPACT

Financial impact is included in the budget.

CABRILLO UNIFIED SCHOOL DISTRICT

CLASS TITLE: MAINTENANCE CUSTODIAN

BASIC FUNCTION:

Under the direction of the **Custodial Coordinator or assigned supervisor**, maintain assigned school plant and related facilities in a clean and orderly manner; perform a variety of duties to assure that buildings and grounds are maintained and repaired in a timely and efficient manner.

REPRESENTATIVE DUTIES:

Perform a variety of custodial duties for assigned facility according to established schedules; sweep, scrub and mop floors; wash windows, counters and walls; empty and clean waste receptacles. ***E***

Perform minor repairs to buildings, fixtures, light bulbs, chairs, desks, pencil sharpeners, windows and playground equipment; report major repair and maintenance needs and assist others in making repairs as required. ***E***

Perform general maintenance in various building trades including plumbing, carpentry, electrical and painting. ***E***

Maintain custodial equipment and materials; refill various classroom and rest room dispensers, including paper towels, soap and related items; request additional materials according to established procedures. ***E***

Assure security of buildings and grounds during assigned shift; turn lights on and off; unlock and lock doors and gates; raise and lower flags. ***E***

Communicate with students, staff, administrators and others regarding custodial and general maintenance needs. ***E***

Operate a variety of equipment and hand and power tools used in custodial and general maintenance work. ***E***

Order custodial supplies and maintenance items according to established procedures; pick up and deliver supplies and equipment as required. ***E***

Adjust and arrange furniture and equipment; set up facilities for special events and meetings as assigned. ***E***

Check doors, windows and assigned areas for vandalism; report safety, fire hazards and vandalism as appropriate. ***E***

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Proper methods, materials, tools and equipment used in custodial and general maintenance work.
Cleaning materials, disinfectants and equipment used in custodial work.
Safety practices and work methods.
Requirements of maintaining school buildings in a safe, clean and orderly condition.
Interpersonal skills using tact, patience and courtesy.

ABILITY TO:
Maintain an assigned school plant, group of buildings or office space in a clean, orderly and secure manner during an assigned shift.
Perform a variety of general maintenance duties on buildings, swimming pool, and equipment.
Observe and report need for skilled maintenance and repair.
Learn the schedules, procedures and use of custodial tools.
Use common cleaning equipment and materials in a safe and efficient manner.
Work cooperatively with others.
Meet schedules and time lines.
Understand and follow oral and written directions.
Perform heavy physical labor.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: sufficient training and experience to demonstrate the knowledge and abilities listed above and two years of custodial and general maintenance experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:
Indoor and outdoor work environment; subject to working evening or variable hours, regular exposure to fumes, dust and odors, and driving a vehicle to conduct work.

PHYSICAL ABILITIES:
Dexterity of hands and fingers to operate equipment and tools, standing and walking for extended periods of time, bending at the waist, carrying, pushing or pulling and lifting heavy objects weighing up to 50 pounds, and hearing and speaking to exchange information.

HAZARDS:
Exposure to cleaning chemicals and disinfectants and working at heights on ladders.

CABRILLO UNIFIED SCHOOL DISTRICT

CLASS TITLE: CUSTODIAN II

BASIC FUNCTION:

Under the direction of the **Custodial Coordinator** or assigned supervisor, maintain an assigned school plant, group of buildings or office space in a clean, orderly and secure manner during an assigned shift.

DISTINGUISHING CHARACTERISTICS:

Custodian II incumbents operate cleaning equipment and perform general custodial duties in the care and cleaning of assigned District offices, school sites and other facilities. The Custodian I is assigned routine cleaning and sanitizing duties in the high school cafeteria.

REPRESENTATIVE DUTIES:

Perform custodial duties according to established schedules and procedures; dust and polish furniture and woodwork; clean chalkboards and erasers; empty pencil sharpeners. ***E***

Clean, scrub and disinfect restrooms, showers and related areas; wash windows, walls, tables and benches; polish metal work, clean sinks, mirrors and other bathroom fixtures; empty and clean the waste receptacles. ***E***

Maintain custodial equipment and materials; refill various classroom and rest room dispensers, including paper towels, soap and related items; request additional materials according to established procedures. ***E***

Assure security of buildings and grounds during assigned shift; lower flags; lock and unlock doors and gates; pick up paper and other debris from grounds and buildings. ***E***

Operate modern custodial equipment including buffers, vacuum cleaners, brooms, mops and scrubbing equipment. ***E***

Report damage or unsafe conditions to assigned supervisor. ***E***

Adjust and arrange furniture and equipment; set up facilities for special events and meetings as assigned. ***E***

Participate in major cleaning and restoration projects during vacation periods. ***E***

Assist with general maintenance duties as requested.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Modern cleaning methods including basic methods of cleaning blackboards, carpets,furniture, walls and fixtures.
Cleaning materials, disinfectants and equipment used in custodial work.
Safety practices and work methods.
Requirements of maintaining school buildings in a safe, clean and orderly condition.

ABILITY TO:
Maintain an assigned school plant, group of buildings or office space in a clean, orderly and secure manner during an assigned shift.
Learn the schedules, procedures and use of custodial tools.
Use common cleaning equipment and materials in a safe and efficient manner.
Work cooperatively with others.
Meet schedules and time lines.
Understand and follow oral and written directions.
Perform heavy physical labor.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: sufficient training and experience to demonstrate the knowledge and abilities listed above.

WORKING CONDITIONS:

ENVIRONMENT:
Indoor and outdoor work environment; subject to working evening or variable hours and regular exposure to fumes, dust and odors.

PHYSICAL ABILITIES:
Dexterity of hands and fingers to operate custodial equipment, standing and walking for extended periods of time, bending at the waist, carrying, pushing or pulling and lifting objects weighing up to 50 pounds.

HAZARDS:
Exposure to fumes from cleaning chemicals and disinfectants.

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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: **Approve the Brandman University Supervised Internship Agreement**

BACKGROUND INFORMATION:

The District has chosen to enter a supervised Internship Agreement with Brandman University in order to participate in their intern Psychologist program.

The intern will be provided field experience under a master supervisor employed by the District while enrolled in a Commission-approved internship program at Brandman University.

REPORT/PROPOSAL

Students from Brandman University will be assigned to the Cabrillo Unified School District.

FINANCIAL IMPACT:

There is no financial impact on the District for this agreement.

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

SCHOOL PSYCHOLOGY	x
EDUCATION ADMINISTRATION	
SCHOOL COUNSELING	

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Cabrillo Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the “COMMISSION”).

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:	UNIVERSITY CONTACT INFORMATION:
Cabrillo Unified School District 498 Kelly Ave. Half Moon Bay, CA 94019 Attn: Mike Cary 650-712-7114	Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128

D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective 8/1/2019 and shall continue in full force and effect through 7/31/2022. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	
	Name:	
	Title:	
	Date:	
UNIVERSITY:	Signature:	
	Name:	Phillip L. Doolittle
	Title:	Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Date:	

Appendix A
Definition of Internship

A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.

B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.

C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.

D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.

E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Personal and career assessments
   b. Personal counseling experience in either an individual or group context
   c. Experience in School-based programs serving parents and family members
   d. Observing classroom instruction
   e. Attending district and school based meetings
   f. Mapping school-based community resources
   g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
   h. Participating in professional development activities.
   i. Participating in individual or group supervision.
   j. Learning about and using technology and information systems.
   k. Learning about Individual differences and student diversity.

C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.

B. Provide experiences with a diverse student population.

C. Provide experiences with a variety of educational programs.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
   b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
   c. Developing, implementing and evaluating academic and behavioral interventions.
   d. Providing counseling and other mental health interventions.
   e. Home, school, community collaboration: working with parents and community members.
   f. Learning about, helping develop, or evaluating policy, practices and programs.
   g. Participating in professional development activities.
   h. Participating in individual or group supervision.
   i. Learning about and using technology and information systems.
   j. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.

C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.

D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.

F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Action
RECOMMENDATION: **Approve Reinstatement of Administrative Assistant V Position to Personnel/Student Services**

BACKGROUND INFORMATION

The responsibilities assigned to the Director of Personnel/Student Services have been substantially increased for the forthcoming school year. These responsibilities include serving as the Principal of Pilarcitos High School and La Costa Adult School.

Prior to the addition of these new responsibilities, the existing Administrative Assistant V position was eliminated from the Personnel and Student Services department and replaced by the Administrative Assistant IV position.

However, after further consideration and a departmental evaluation, it has been determined that the additional responsibilities included in the Administrative Assistant V job description are required to successfully support the new needs of the Personnel and Student Services departments. These responsibilities include, but are not limited to, serving as the CUSD Attendance Supervisor and attendance at County student services training meetings.

REPORT/PROPOSAL

In order to properly address the needs and requirements of the Personnel/Student Services department, it is necessary to restore the Administrative Assistant V position within the department.

FINANCIAL IMPACT

Financial impact is included in the budget.

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MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: James Crawford, Interim Chief Business Official
CATEGORY: Consent
RECOMMENDATION: **Approve Donations to Cabrillo Unified School District**

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.

FINANCIAL IMPACT:

There is no financial impact to the District.

August 8, 2019 Board Meeting
Summary Site Donations

Site	Program	Donor	Amount	Site Total	Total Donations
HMBHS	David Jones Wood Creations Scholarship	David Jones Wood Creations	$300	$300	$300

CABRILLO UNIFIED SCHOOL DISTRICT

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Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: James Crawford, Interim Chief Business Official
CATEGORY: Consent
RECOMMENDATION: **Accept Enrollment Report for the Tenth Month of the 2018-19 School Year**

BACKGROUND INFORMATION

The Governing Board routinely reviews the monthly enrollment reports.

REPORT/PROPOSAL

The enrollment report for the tenth month of the 2018-2019 school year is being presented to the Governing Board for information.

FINANCIAL IMPACT

There is no financial impact to the District.

CABRILLO UNIFIED SCHOOL DISTRICT
2018-2019 SCHOOL YEAR
ENROLLMENT REPORT

School Month No. **10** **Date:** **6/14/2019**

Grade	El Granada	Farallone View	Hatch	Kings Mountain	Cunha	Half Moon Bay High	Pilarcitos	Home & Independent Study	TOTALS
TK	9	10	11	0	-	-	-	0	30
K	62	53	79	5	-	-	-	0	199
1	68	54	75	13	-	-	-	0	210
2	54	48	93	8	-	-	-	0	203
3	52	49	100	12	-	-	-	0	213
4	63	43	99	11	-	-	-	0	216
5	76	50	110	9	-	-	-	0	245
6	-	-	-	-	222	-	-	0	222
7	-	-	-	-	255	-	-	0	255
8	-	-	-	-	262	-	-	0	262
9	-	-	-	-	-	267	0	5	272
10	-	-	-	-	-	241	3	5	249
11	-	-	-	-	-	243	11	8	262
12	-	-	-	-	-	204	21	7	232
Total Regular Enrollment	384	307	567	58	739	955	35	25	3070
SDC Student Enrollment	16	0	0	0	21	15	0	0	52
TOTAL ENROLLMENT	**400**	**307**	**567**	**58**	**760**	**970**	**35**	**25**	**3122**
Total Enrollment as of 6/14/18	409	322	579	71	791	955	36	28	3191
Difference between 06/14/18 Total Enrollment and 6/14/19 Total Enrollment	**-9**	**-15**	**-12**	**-13**	**-31**	**15**	**-1**	**-3**	**-69**
Total Enrollment as of 5/24/19	402	307	567	58	762	970	39	26	3131
Difference between 5/24/19 Total Enrollment and 6/14/19 Total Enrollment	**-2**	**0**	**0**	**0**	**-2**	**0**	**-4**	**-1**	**-9**

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
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Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent
RECOMMENDATION: **Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186)**

BACKGROUND INFORMATION

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.

SAN MATEO COUNTY OFFICE OF EDUCATION
Excellence and Equity in Education

Quarterly Report on 2018-2019 *Williams* Uniform Complaints
[Education Code § 35186]

District: Cabrill Unified School District

Person completing this form: Rosibel Acosta Title: Admin. Assistant to the Superintendent

Quarterly Report:
(*check one*)

- ☐ **1st Quarter** – *7/1/2018 through 9/30/2018* – **DUE October 31, 2018**
- ☐ **2nd Quarter** – *10/1/2018 through 12/31/2018* – **DUE January 31, 2019**
- ☐ **3rd Quarter** – *1/1/2019 through 3/31/2019* – **DUE April 30, 2019**
- ☒ **4th Quarter** – *4/1/2019 through 6/30/2019* – **DUE July 31, 2019**

Date for information to be reported publicly at governing board meeting: 08/08/2019

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.**

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials and Textbooks	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Condition of Facilities	0	0	0
TOTAL	0	0	0

Sean McPhetridge, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

08/09/2019
Date

Remember to sign and date the report **after** *it is presented at the district's board meeting.*

Please submit to Christian Morales-Aponte via email cmaponte@smcoe.org or via fax (650) 802-5363.

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GOVERNING BOARD
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Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent
RECOMMENDATION: **Approve Minutes of the June 20, 2019 Regular Governing Board Meeting**

BACKGROUND INFORMATION

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

REPORT/PROPOSAL:

The unadopted minutes from the June 20, 2019 regular Governing Board meeting are included in this Board packet for consideration.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

Governing Board Meeting Agenda

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT
District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
June 20, 2019 – 7:00 PM
(Closed Session 6:00 PM)

Board Members Present:	Ms. Sophia Layne, President Ms. Mary Beth Alexander, Member Ms. Freya McCamant, Member
Administrators at the Table:	Ms. Jane Yuster, Superintendent Ms. Joy Dardenelle, Assistant Superintendent Ms. Crystal Leach, Chief Business Official

1. CALL TO ORDER - 6:00 PM

2. ROLL CALL / QUORUM

___ Ms. Sophia Layne, President
___ Ms. Mary Beth Alexander, Member
___ Ms. Freya McCamant, Member

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

4. RECESS TO CLOSED SESSION – 6:03 PM

5. RECONVENE OPEN SESSION – 7:02 PM

The Governing Board met in closed session from 6:04 PM to 6:57 PM. President Sophia Layne reported no action taken in closed session.

6. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Sophia Layne.

7. ADOPTION OF AGENDA AS PRESENTED / AMENDED

Motion to approve the agenda as presented/amended by Member Freya McCamant and seconded by Member Mary Beth Alexander

(M-113) Passed 3-0

8. STUDENT / STAFF / COMMUNITY RECOGNITION

a. Adopt Resolution No. 10-19 Recognizing Retiring District Superintendent Jane Yuster for her Service to the District.

Motion to adopt Resolution No. 10-19 Recognizing Retiring District Superintendent Jane Yuster for her Service to the District was made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-114) Passed 3-0

ROLL CALL
Ms. Sophia Layne, President - aye
Ms. Mary Beth Alexander, Member - aye
Ms. Freya McCamant, Member- aye

President Sophia Layne presented a Resolution to Superintendent Jane Yuster for her retirement recognizing her years of service and acknowledging her impact on student, staff and community.

Joan Dentler, Field Representative, Office of Senator Jerry Hill and Isabelle LaSalle, Field Representative, Office of Assemblymember Marc Berman presented a Legislative Resolution to retiring Superintendent Jane Yuster honoring her years of service to the Cabrillo Unified School District on behalf of Senator Jerry Hill, Assemblymember Marc Berman and Assemblymember Kevin Mullin.

Susan Alvaro, Trustee, San Mateo County Board of Trustees, presented a Resolution to Superintendent Jane Yuster for her retirement honoring her service to the District and the students.

CUTA Outgoing President Sean Riordan thanked Superintendent Jane Yuster for her collaboration and contributions to the teachers' union.

Superintendent Jane Yuster thanked Cabrillo Unified School District, administrators, staff and the Community for their commitment to the students' success and for making students dreams come true.

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

Ms. Joy Dardanelle, Assistant Superintendent, Curriculum and Instruction, introduced and welcomed incoming Assistant Superintendent, Curriculum and Instruction, Dr. Leticia Bhatia.

10. REPRESENTATIVE REPORTS

N/A

11. REPORTS / INFORMATION / PRESENTATIONS

Receive an Overview by TBWB Strategies on the Process to Assess the Feasibility to Pursue a Renewal of the Existing Parcel Tax

Ms. Robin Gerrity, TBWB staff and Ms. Sarah LaBatt, EMC Research, presented to the Governing Board a presentation on the process to assess the feasibility to pursue a renewal of the existing Parcel Tax.

a. Receive the 2019-2020 District and Site Staff Development Plans

Ms. Joy Dardenelle, Assistant Superintendent, Curriculum and Instruction, presented a to the Governing Board the 2019-2020 District and Site Staff Development Plans.

12. DISCUSSION ITEMS

a. Discuss Construction/Facilities Plan and Schedule

Ms. Crystal Leach, Chief Business Official, presented to the Governing Board the Construction/Facilities Plan and Schedule.

13. COMMUNICATIONS

a. Board Members

Member Freya McCamant said she had the pleasure of attending the Cunha Intermediate and Kings Mountain Elementary Promotions. Both events were wonderful. Member McCamant said she also traveled to Sacramento, California where she was able to see AB39 passed through the Senate Education Committee and she hopes that the Governing begins funding schools at the proper level next year. Member McCamant thanked outgoing administrators and welcomed Dr. Leticia Bhatia.

Member Mary Beth Alexander said she enjoyed attending some of the schools' promotions. Member Alexander thanked outgoing administrators and retiring Superintendent Yuster for all the help and patience during her first year in office.

President Sophia Layne said she had the honor of participating at Farallone View Elementary Promotion, El Granada Elementary Promotion and Half Moon Bay Graduation. President Layne said that the "Welcome Community Meeting" for the new Superintendent, Dr. Sean McPhetridge, was well attended and people from the community came to the Half Moon Bay Library to welcome him. President Layne thanked Mr. Cesar Gaytan, Ms. Joy Dardenelle and Ms. Crystal Leach for their years of services and welcomed Dr. Leticia Bhatia. President Layne also thanked Mr. Rick Alva and Superintendent Yuster for making possible the launch of the new district and schools websites

b. Student Board Member

N/A

c. Superintendent

Superintendent Jane Yuster said she had the pleasure of attending the Cunha Intermediate Promotion, Pilarcitos High School Graduation and Half Moon Bay High School Graduation

and they all were phenomenal. Superintendent Yuster said that this the first time at the Pilarcitos Graduation where scholarships were awarded. Superintendent Yuster shared that Cunha C Building will reopen this summer and she is thrilled to hear that this is taking place. Superintendent Yuster said that it has been a privilege to work for at CUSD and thanked all the principals and community for everything they have done.

14. CONSENT ITEMS

a. Approve Agricultural Career Technical Education Incentive Grant for 2019-20
b. Approve Certificated Personnel Report
c. Approve Classified Personnel Report
d. Approve Change to Adult Education Child Care Worker Salary
e. Approve the University of California Santa Cruz Student Teaching Agreement
f. Accept Donations to Cabrillo Unified School District
g. Accept Enrollment Report for the Ninth Month of the 2018-2019 School Year
h. Approve the Spring/Summer Submission of the Consolidated Application and Reporting System
i. Approve Proposed Agreement for Professional Services with the Law Firm of Dannis, Woliver, and Kelley for the 2019-2020 School Year
j. Approve and Adopt of Minutes of June 6, 2019 Regular Governing Board Meeting

Motion to adopt consent items as presented was made by Member Freya McCamant and seconded by Member Mary Beth Alexander.

(M-115) Passed 3-0

15. ACTION ITEMS

a. Approve Adoption of the 2019-2020 Local Control Accountability Plan

Motion to approve adoption of the 2019-2020 Local Control Accountability Plan was made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-116) Passed 3-0

b. Approve Adoption of the 2019-20 Local Control Accountability Plan Federal Addendum

Motion to approve adoption of the 2019-2020 Local Control Accountability Plan Federal Addendum was made by Member Freya McCamant and seconded by Member Mary Beth Alexander.

(M-117) Passed 3-0

c. Approve Adoption of the 2019-2020 District Budget

Motion to approve adoption of the 2019-2020 District Budget was made by Member Freya McCamant and seconded by Member Mary Beth Alexander.

(M-117) Passed 3-0

d. Approve Adopt Resolution No. 11-19 Authorizing the District to Spend Funds Received in 2018-2019 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution

Motion to adopt Resolution No. 11-19 Authorizing the District to Spend Funds Received in 2018-2019 from the Education Protection Account in Accordance with Article XIII, Section 36 of the California Constitution was made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-118) Passed 3-0

ROLL CALL
Ms. Sophia Layne, President - aye
Ms. Mary Beth Alexander, Member - aye
Ms. Freya McCamant, Member- aye

e. Adopt Resolution No. 12-19 To Designate Authorized Representatives of Cabrillo Unified School District as Signatories Effective July 1, 2019

Motion to adopt Resolution No. 12-19 To Designate Authorized Representatives of Cabrillo Unified School District as Signatories Effective July 1, 2019 was made by Member Freya McCamant and seconded by Member Mary Beth Alexander.

(M-119) Passed 3-0

ROLL CALL
Ms. Sophia Layne, President - aye
Ms. Mary Beth Alexander, Member - aye
Ms. Freya McCamant, Member- aye

f. Adopt Resolution No. 13-19, Supporting Award of Lease-Leaseback Agreements for the Building D Roof Project and Authorization to Enter Facilities Lease and Site Lease by and between Cabrillo Unified School District and Blach Construction Company

Motion to adopt Resolution No. 13-19, Supporting Award of Lease-Leaseback Agreements for the Building D Roof Project and Authorization to Enter Facilities Lease and Site Lease by and between Cabrillo Unified School District and Blach Construction Company was made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-120) Passed 3-0

ROLL CALL
Ms. Sophia Layne, President - aye
Ms. Mary Beth Alexander, Member - aye
Ms. Freya McCamant, Member- aye

g. Approve Lighting Project for Half Moon Bay High School Track

Motion to approve lighting project for Half Moon Bay High School Track was made by Member Mary Beth Alexander and seconded by Member Freya McCamant

(M-121) Passed 3-0

h. Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

Motion to approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association was made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-122) Passed 3-0

19. ADJOURNMENT OF THE MEETING

Motion to adjourn made by Member Mary Beth Alexander and seconded by Member Freya McCamant.

(M-123) Passed 3-0

Meeting was adjourned at 9:12 PM.

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Secretary to the Governing Board

Certified by:

_____ _____

Lizet Cortes
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT

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

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
RECOMMENDATION: **Proclamation: Hispanic Heritage Month – September 15, 2019 – October 15, 2019**

BACKGROUND INFORMATION

This year the Board of Education formally recognizes the countless contributions that Hispanic Americans have made to this nation and proclaims September 15th – October 15th as Hispanic Heritage Month.

The observation of Hispanic Heritage Month started in 1968 under President Lyndon Johnson. It was appropriate to begin celebrations on September 15th as it is also the anniversary of the independence of five Central American nations (Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua). In addition, Mexico commemorates its independence on September 16th, and Chile commemorates its independence on September 18th.

In 1988, Congress established that these celebrations would be stretched to a full month. The following year, President George H. W. Bush was the first authorized to issue a Proclamation from September 15th to October 15th. In this way, the nation honors the influences, contributions, and rich ethnic heritage of Hispanics and Latinos during this month.

Tonight staff asks the Board of Education to proclaim September 15th – October 15th as the Hispanic Heritage Month each year in order to honor and celebrate the culture and contributions made by Hispanics and Latinos to Cabrillo Unified School District.

REPORT/PROPOSAL:

Approval of Hispanic Heritage Month Proclamation.

FINANCIAL IMPACT:

There is no financial impact to the General Fund by passing this proclamation.

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Hispanic Heritage Month

September 15th – October 15th

WHEREAS, from the early settlers of the New World to those reaching for the American dream today, Hispanics have shaped and strengthened our country; and

WHEREAS, the month of September 15 to October 15 was designated as Hispanic Heritage Month by the United States Congress in 1988; and

WHEREAS, Hispanic, Latino, Latina, or Latinx individuals represent a wide range of nationalities and backgrounds, including Mexican, Puerto Rican, South or Central American, or other cultures or origins regardless of race; and

WHEREAS, September 15 was chosen to commemorate the anniversary of independence of five Latin American countries (Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua) and September 16 for Mexico's independence; and

WHEREAS, this year's theme is "Hispanic Americans: A History of Serving Our Nation;" and

WHEREAS, the impact of the Hispanic culture and centuries-old traditions are manifested in our State's customs and laws; and

WHEREAS, like so many Americans, Hispanics and Latinos have overcome great obstacles to persevere and flourish in every sector of our society; and

WHEREAS, Hispanic Americans continue to make important contributions to our society in American government, business, agriculture, Armed Forces, commerce, education, the arts, science, and sports; and

WHEREAS, California Education Code Section 51204.5 specifically calls for instruction in the social sciences to include the study of the role and contributions of Mexican Americans to the economic, political, and social development of California and the nation, with particular emphasis on portraying the role of this group in contemporary society; and

WHEREAS, Hispanic Americans are one of the fastest growing communities in this country and represent 58.9 million or 18% of U.S. residents, 39.3% of California's population which signifies the nation's largest Hispanic population, and 51.6% of Cabrillo Unified School District's students;

NOW, THEREFORE, BE IT RESOLVED that the Cabrillo Unified School District Board of Trustees hereby recognizes and wishes to honor Hispanics, Latinos, Latinas, and/or Latinx during 2019 Hispanic Heritage Month.

REGULARLY PASSED AND ADOPTED this 8th day of August 2019.

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____ _____

Lizet Cortes
Clerk to the Board of Education
Cabrillo Unified School District

Date

Attest by:

_____ _____

Sean McPhetridge, Ed.D.
Secretary to the Board of Education
Cabrillo Unified School District

Date

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Freya McCamant

MEMORANDUM

MEETING DATE:	August 8, 2019
TO:	Members of Board of Education
FROM:	Holly Wade Ph.D., Assistant Superintendent, Educational Support Services Jason Owens, Director of Personnel and Pupil Services
CATEGORY:	Action/Public Hearing
RECOMMENDATION:	**Hold Public Hearing for 2019-2021 Contract Initial Proposals and Approve as Submitted by the Cabrillo Unified School District and the California School Employees' Association**

BACKGROUND INFORMATION:

The California School Employees' Association (CSEA) contract expired on June 30, 2018. Pursuant to Article 22, Duration, Cabrillo Unified School District (CUSD) and CSEA submitted initial proposals to each other for a successor negotiated agreement to begin in 2019-2021. The proposals are included within this report.

REPORT/PROPOSAL:

The procedure is for the Governing Board to receive the initial proposals at the Governing Board meeting followed by a Public Hearing to provide the opportunity for the public to make any comments regarding the proposal. At the conclusion of this process, the District will formally meet with the CSEA bargaining team May - June 2019.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

ARTICLE V

HOURS AND OVERTIME

5.1 Full-Time Assignment: The workweek for full-time employees shall consist of five (5) consecutive days, Monday-Friday, of eight (8) consecutive hours per day and forty (40) hours per week. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable workday. The starting time of a regular day shift shall be between the hours of 6 a.m. and 9 a.m. The lunch period shall be in the middle of the shift. This article shall not restrict the extension of the regular workday and workweek on an overtime basis when such is necessary to carry on the business of the District.

5.1.1 Exception to the Monday-Friday schedule shall apply to full-time and part-time employees:

(a) any employee currently working a different schedule, or
(b) any employee mutually agreeing with the District to work a different schedule.
(c) Any position in the Maintenance Operations and Transportation Department posted and filled for a Tuesday through Saturday Schedule commencing between the hours of 6:00 a.m. and 9:00 a.m.

5.2 Workday: The workday for full-time employees shall be eight (8) consecutive hours of work exclusive of lunch. The provisions of this article shall not restrict the use of split schedules or shifts, or the extension of the regular working hour schedule on an overtime basis when such is necessary to carry on the duties of the District.

5.3 Part-Time Assignment: The length of the workday for part-time employees shall be designated by the District. At the beginning of the school year, and for the term of this Agreement, part-time assignments shall be assigned a fixed regular and ascertainable minimum number of hours, and shall be not less than three (3) consecutive hours per day, the total of which may occur in more than one job classification, for five (5) consecutive days. Nothing in this section shall prevent the District from offering a position of less than three (3) hours a day and/or five days a week with the mutual consent of CSEA and the District.

5.4 Lunch Periods: An employee who works for five (5) consecutive hours or more each workday shall receive an unpaid, duty-free meal period of not less than one-half (½) or more than (1) hour, to be mutually-agreed upon by the employee and his/her immediate supervisor.

5.5 Rest Periods: Employees working three (3) consecutive hours shall receive a ten (10) minute rest period within those three (3) hours. Employees working more than three (3) consecutive hours shall receive one fifteen (15) minute rest period for each three (3) hours or more of consecutive work within those hours. The immediate supervisor shall determine the number of employees to be off at any one time. The rest period shall not be used to lengthen the lunch period, shorten the workday, or make up for lost time.

5.6 Overtime:

5.6.1 Overtime is defined as any time required to be worked in excess of eight (8) hours a day or forty (40) hours in any calendar week, except as provided for in Section 5.9. Overtime hours shall be compensated at the rate of pay equal to time-and-one-half at the regular rate of pay for the employee.

5.6.2 The work week shall consist of not more than five (5) consecutive work days for any employee having an average work day of four (4) hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the work week at the rate equal to one-and-one-half times the regular rate of pay of the employee. An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at a rate equal to one-and-one half times the regular rate of pay of the employee designated and authorized to perform the work.

5.6.3 Compensatory time off in lieu of cash compensation may be authorized by the District at the Unit Member's request. Compensatory overtime shall be earned at the ~~overtime rate of time and one half~~ appropriate rate of pay as specified elsewhere in this Collective Bargaining Agreement.

The Unit Member and his or her direct supervisor shall work together to schedule earned compensatory time off within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.

5.6.4 When an employee is required to work on any holiday as specified in Article IX, he/she shall be paid or given compensatory time off for such work in addition to the regular rate of pay received for the holiday at the rate of time-and-one-half his/her regular rate of pay, except for Winter Break Crew (see Sideletter E).

5.6.5 ~~Overtime distribution shall be first offered to the senior employee within each department and within each school site and thereafter shall be distributed and rotated as equally as possible within each department and each school site. If the senior employee elects to refuse the overtime assignment, it shall be offered to the next senior employee until the assignment is made. Refusal by a senior employee of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.~~
Available overtime shall be communicated to all eligible employees via a medium of communication mutually agreeable to CSEA and the District. Any change in practice shall not be made without consulting with the CSEA Chapter President. Said communication shall include the date, time, location, and any pertinent details i.e. name of event. Each employee shall have 24 hours to respond specifying whether they want the assignment or not. At the end of the 24 hour period, the overtime shall be assigned from among those who responded affirmatively, first to employees who work at the site in order of seniority. Refusal by a senior employee of any overtime assignment shall

not waive his/her right under this section to be offered any subsequent overtime assignment.

5.7 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the regular rate of pay. If such work is cancelled with less than eight (8) hours' notice, the employee shall receive the minimum amount of pay provided in this section.

5.8 Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for no less than two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked, except that any employee called back between the hours of 12:00 a.m. and 5:00 a.m.

shall be compensated for no less than three (3) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

5.9 Shift Differential — Reduction in Hours: Any employee whose assigned workshift commences between 3:00 p.m. and 12:00 midnight shall receive a shift differential in the form of an assigned shift of seven-and-three-quarters (7¾) hours for which he/she shall be paid for eight (8) hours at the regular rate.

5.10 Increase in Hours: When additional hours are needed for a specific position on a regular basis, those additional hours, as nearly as practicable, shall first be offered to those employees in the job classification by classification seniority. If the employee declines the assignment, it shall be offered to the remaining employees in the same job classification in descending order of job classification seniority until the assignment is made.

5.11 Hours Worked: For the purpose of computing the number of hours worked, all time during which the employee is in paid status shall be considered as hours worked, except for overtime.

5.12 Transportation Provision:

5.12.1 Routes:

(a) Initial Routes: For the first two (2) full weeks of school, assignments to routes shall be at the discretion of the District, but no employee shall be paid less than the minimum hours applicable to that employee in the preceding year.

(b) Routes may be changed during the year as required by changed circumstances.

5.12.2 Route Descriptions: The District, by the end of the second (2nd) full week of school each year, shall identify each route, showing the minimum number

of hours of assignment for that route. A "route" is defined as the total daily number of runs assigned to a particular driver.

5.12.3 Route Assignment:

(a) Routes shall be assigned to bus drivers on the basis of seniority within the classification.

(b) A bus driver may decline a specific assignment made under this section. When a bus driver declines an assignment, the assignment shall be offered in descending order of seniority.

(c) If a driver declines two (2) assignment offers, he/she shall be assigned at the discretion of his/her supervisor.

(d) In the event no bus driver indicates a willingness to accept either a regular route assignment or an overtime assignment, the assignment shall be made in reverse order of seniority.

5.12.4 Special Trip Assignments:

Special trip assignments are defined as all driving work except regularly-scheduled routes.

Special trips shall be assigned to bus drivers on a rotating basis in order of seniority so that the distribution of work is assigned as equally as possible. Acceptance of special trips shall not impact regular driver routes. In the event that no bus driver accepts the assignment, the assignment may be made in reverse seniority or the district may go to an outside source.

Within the existing school year, special trip assignments shall be posted and assigned within 48 hours of receipt by the Transportation Department. If a driver declines a special trip assignment when his/her turn comes up in the rotation, that driver will not be called again until the next rotation.

5.12.5 Standby Time: Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trips is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this article, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

5.12.6 Vehicle Unavailability: Except as provided in law, whenever, as a result of the unavailability of District vehicles due to mechanical or other malfunctions as a result of an unforeseen emergency situation, a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would have received for working that day.

5.12.7 Substitute Bus Driver Training: Whereas, the District wishes to offer classified employees in classification other than bus driver the opportunity to participate in district provided classroom and behind-the-wheel training to qualify for a Class B driver's license and work as a substitute bus driver.

Pursuant to the above, the parties hereby agree to the following conditions for the training and subsequent work assignments:

(1) No employee shall be required to participate in the training program.
(2) Applicants shall be accepted on a case-by-case basis.
(3) The required forty (40) hours of district training shall be on unpaid time.
(4) Employees may flex their regular work schedule, where operationally feasible, in order to attend training, by mutual agreement of their immediate supervisor.
(5) The District shall reimburse employees for the cost of books and tuition for training.
(6) Employees shall receive the substitute bus driver rate of pay for all hours worked as a substitute bus driver, except that if the employee's regular rate of pay is higher then employee shall receive their higher pay rate.
(7) This will reflect an exemption from Article 6.5 Out-of-Class-Pay off the contract. Substitute transportation salary will commence on the first (1st) day of performance.

5.13 Summer School Assignments:
In accordance with Education Code 45102

5.13.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September to June academic year, the work shall be assigned to employees serving in the appropriate classification(s).

5.13.2 When it is necessary to assign employees not regularly so assigned to serve during a summer school period, the assignment shall be made in the appropriate classification but in no event shall the employee be required to accept such assignment.

5.13.3 An employee who accepts a summer school assignment, and who works in a lower classification during summer school, will receive the lower rate of pay for the classification he/she is working. An employee who works in a higher classification will receive the higher rate of pay for the classification he/she is working.

5.14 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular worksite, regularly assigned workshifts, the hours per day, days per week, and months per year.

5.15 Special Education Assignments: Unit members assigned to work with Special Education inclusion students shall be provided with training that is relevant to the employee's assignment as identified in the student's IEP and the student's disability. Such training shall include appropriate instructional strategies, specialized health care needs, pupil management and the like.

5.16 Paraprofessional—Special Education II: The District and CSEA Chapter 485 agree that while a Paraprofessional—Special Education II may be assigned to an individual student(s) for the entire school year that, in the event that the student(s) withdraws from the District, the Paraprofessional—Special Education II may be transferred to another location and may have duties of a Paraprofessional—Special Education, but will maintain the position of Paraprofessional—Special Education II and shall remain in employment until at least the end of the Cabrillo Unified School District's school year.

ARTICLE VI
SALARY

Article VI – Salary

6.1 Payroll Period: All employees shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, paychecks shall be issued on the preceding workday. Employees on the variable payroll shall receive their paychecks on or before the second District workday of the following month.

6.2 Paycheck Itemization: The following itemizations shall be included with the employee's variable paycheck: hours worked, hourly rate/step/range, and overtime earned/rate.

6.3 Payroll Errors:

6.3.1 Salary Underpayment: Any salary underpayment shall be corrected and a supplemental check issued within five (5) workdays following the determination that an error was made.

6.3.2 Salary Overpayment: Any salary overpayment shall be corrected by payroll deduction pursuant to a mutually agreed upon repayment schedule which shall not exceed six (6) months or cause hardship to the employee.

6.4 Out-Of-Class Pay:

6.4.1 Employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board, unless the duties reasonably relate to those fixed for the position, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, except as authorized herein.

6.4.2 An employee may not be required to work out of classification. However, if an employee voluntarily accepts an assignment to perform duties inconsistent with his/her classification his/her salary is adjusted upward to the rate for the higher classification for the entire period he/she is required to work out of classification. Rate of pay shall be at least ten (10) percent higher when taking the place of a unit member and at least fifteen (15) percent higher when taking the place of a nonunit member.

6.5 Longevity: Longevity increments shall be increased by the same percentage as the general salary increase. (Refer to CLASSIFIED SCHEDULE OF SALARY RANGES, Item 5.)

6.6 Professional Growth:

6.6.1 Professional Growth Committee: Three (3) classified employees appointed by CSEA, one (1) certificated administrator, and one (1) District office administrator, shall meet at designated intervals to review and approve individual proposals for professional growth credit. The committee shall meet when required and shall select their own chairperson. The employee shall have the right to appeal by letter to the Professional Growth Committee. The Professional Growth Committee shall make the final decision.

6.6.2 Eligibility: Employees under contract with the District are eligible to participate in the program. Employees on unpaid leave are ineligible to participate in the program.

6.6.2.1 If an employee is paid to attend and receives reimbursement for classes and/or services, he/she shall not receive professional growth credit for these classes and/or services provided under this section.

6.6.3 Participation:

(a) The employee shall complete in triplicate a Request for Course Approval form. The request shall state the course to be taken, the institution to be attended, and the estimated time involved to complete the program.

(b) This request may be changed or adjusted by the employee and reviewed by the Committee as necessary. Copies of the Request for Course Approval form shall be distributed as follows: one (1) copy to the employee, one (1) copy to the employee's personnel file, and one (1) copy to the Committee.

(c) Upon completion of the required units/hours, the employee shall notify the personnel office. If all records are in order, the personnel office will submit a change of status to payroll indicating approval of additional compensation for professional growth.

6.6.4 Course List: A list of possible courses shall be made available to the employee upon request from the Committee.

6.6.5 Increment: Professional growth increments can be earned upon completion of nine (9) semester units. The professional growth increment can be earned through any combination of the following activities:

(a) **Continuing Education:** Credit will be given for the completion of college, adult education, or trade school courses pertinent to an employees' job assignment. Courses must be completed to receive credit.

(b) **District Inservice Workshops:** Attendance and participation in District inservice workshops or meetings held outside of regular working hours shall be restricted to subjects and topics which relate solely to the employee's classification of District's benefit or welfare.

(c) **District Approved Educational Agencies and Special Programs:** Included in these activities are workshops, seminars, conferences, conventions, institutes, lectures, etc., offered by colleges, adult schools, or professional associations, or special events approved by the Professional Growth Committee. Auditing of college classes may also be included in this category.

(d) **Professional Association Participation:** Active participation in the leadership of professional associations by serving as elected officers or organizations approved by the Governing Board.

6.6.6 Schedule of Units:

(a) The number of units earned for academic courses, offered by colleges, community colleges, and trade schools, verified by a passing grade, will be granted.

(b) All professional growth candidates taking courses at adult education must obtain a plus grade and following the attendance schedule as noted below in order to receive full credit for the course. In certain cases, where an employee has more than the permitted number of absences, the Professional Growth Committee may grant a lesser amount of credit as follows:

Total Hours in Adult Education Courses and Inservice Training	***Absences Permitted***	***Professional Growth Semester Units Granted***
5 - 9 hours	None	¼
10 -15 hours	None	½
16 - 20 hours	1	1.0
21 - 30 hours	1	1.5
31 - 40 hours	2	2.0
41 - 50 hours	2	2.5
51 or more hours	2	3.0

(c) **Institutes, Lectures, Conferences, or Approved Employee Organizations:**

Type of Conference, Course, Elected Office, etc.	***Credit***
Attendance verified for short learning program in a special field of work (such as summer institutes)	1 unit/20 hours
Auditing a course (certification of attendance required)	1 unit/20 hours
Attendance at conferences and conventions (maximum allowable: 9 hours)	¼ unit/4 hr day or ½ unit/9 hr day
Hold elected office in approved local association	½ unit full term
Hold an elected office in county, state, or national association	¾ unit full term

Classes taken during employer time or for which the District pays tuition and/or expenses will not be counted for credit.

6.6.7 Calculation of Increments: The professional growth increments should be credited annually, at the beginning of the fiscal year, and paid monthly.

Each increment shall be calculated at two (2) percent of Step A, Range 23 of the Schedule of Salary Ranges and prorated to the number of hours worked per day.

6.7 Deferred Compensation Program: The district shall implement the CalPERS 457 Deferred Compensation Program consistent with the Plan Document.

It is understood that there is no additional expense to the District to implement the program.

6.8 Salary Increase: 2018-2019 School Year: Effective July 1, 2018 the CSEA bargaining unit shall receive a 3% on schedule salary increase for the 2018-2019 fiscal year. This shall complete negotiations for the 2018-2019 school year. Due to current economic uncertainties facing the District, the parties agree to meet in the Fall of 2019 to begin negotiations for the 2019-2020 school year pursuant to Article XXII (Duration).

ARTICLE XXII

DURATION

~~**Duration:** This agreement shall be effective July 1, 2015 and shall continue in full force and effect through and including June 30, 2018.~~

Duration: This agreement shall be effective July 1, 2018 and shall continue in full force and effect through and including June 30, 2021.

22.2 Reopeners:

22.2.1 ~~For the 2016-2017 school year each party shall have the right to reopen negotiations on Article VI - Wages, VIII - Heath and Welfare Benefits, and up to one (1) additional article selected by each party. In addition CSEA may reopen on Article X Vacation and the District on Article V Hours and Overtime.~~

For the 2019-2020 school year each party shall have the right to reopen negotiations on Article VI - Wages, VIII - Health and Welfare Benefits, and up to one (1) additional article selected by each party.

22.2.2 ~~For the 2017-2018 school years each party shall have the right to reopen negotiations on Article VI - Wages, VIII - Health and Welfare Benefits, and up to two (2) additional article selected by each party.~~

For the 2020-2021 school year each party shall have the right to reopen negotiations on Article VI - Wages, VIII - Health and Welfare Benefits, and up to two (2) additional articles selected by each party.

22.3 Notification and Public Notice: ~~If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under this article, provide written notice to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.~~

If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under this article, provide written notice to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: James Crawford, Interim Chief Business Official
CATEGORY: Action
RECOMMENDATION: **Approve Resolution No.15-19 to designate authorized representatives of Cabrillo Unified School District as signatories effective August 9, 2019**

BACKGROUND INFORMATION

The Governing Board of the Cabrillo Unified School District, under the authority of the Education Code 42632, shall designate authorized representatives as signatories as specified on the attached Resolution No. 15-19.

REPORT/PROPOSAL:

Add James Crawford, Interim Chief Business Official and Leticia Bhatia, Assistant Superintendent of Curriculum & Instruction to the authorized signors list.

RESOLUTION NO. 15-19
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

MATTER OF IDENTIFYING THE DISTRICT REPRESENTATIVE(S)

BE IT RESOLVED that the Governing Board of the Cabrillo Unified School District, under the authority of Education Code Section 42632 to delegate power to contract, hereby orders the officials and employees of the above named organization whose titles and signatures are listed on the attached chart, shall be and are hereby authorized as our representatives to sign, as specified on the chart, any and all reports, documents, bank accounts, and/or contracts as listed in this resolution. Pursuant to Education Code 42632 and provided, however, that all purchase orders and revolving fund checks require two (2) signatures, and additionally provided however, that no contract made pursuant to such delegation and authorization shall be valid or constitute enforceable obligation against the District unless and until the same shall have been approved or ratified by the Governing Board.

PASSED AND ADOPTED this 8th day of August, 2019, by the Governing Board of the Cabrillo Unified School District of San Mateo County, California by the following vote:

Mary Beth Alexander:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Lizet Cortes:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Kimberly Hines:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Sophia Layne:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Freya McCamant:	_____ Aye	_____ No	_____ Abstain	_____ Absent

I, _____, Clerk of the Governing Board of the Cabrillo Unified School District do hereby certify the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting hereof held at its regular place of meeting at the time.

_____
Lizet Cortes
Clerk to the Governing Board
Cabrillo Unified School District

Cabrillo Unified School District - Authorized Signatures Effective August 9, 2019

SIGNATURE / NAME & TITLE	Vendor Payments	Checking & Savings (Rev. Cash)	Contracts & Agreements	Government Projects	Interdistrict Agreements	Payroll Documents	Purchase & Bid Documents	County Documents	Reports	Use of Facilities	Dept of Real Estate
Sean McPhetridge Superintendent	X	X	X	X	X	X	X	X	X	X	X
James Crawford Interim Chief Business Official	X	X	X	X	X	X	X	X	X	X	X
Holly Wade Assistant Superintendent, Education Support Services	X	X	X	X	X	X	X	X	X		
Leticia Bhatia Assistant Superintendent, Curriculum & Instruction	X	X	X	X	X	X		X	X		
Jason Owens Director of Pupil and Personnel Services	X	X	X	X	X	X		X	X		
Rick Alva Director of Technology	X	X	X	X	X	X		X	X		

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: August 8, 2019
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
RECOMMENDATION: **Approve Cabrillo Unified School District Governing Board Policy 5141.41 Prevention of Sexual Misconduct and Abuse in School Update and Adopt the Proposed Revisions**

BACKGROUND INFORMATION

Responsibility for protecting students from sexual misconduct and abuse is shared by the Governing Board, superintendent, administrators, teachers and other District employees, school volunteers, parents, state agencies, and law enforcement. The District has developed Guidelines for the Prevention of Sexual Misconduct and Abuse in Schools to help our schools deter misconduct, provide accountability, and establish clear and reasonable boundaries for interactions among students and teachers, other district employees, and adult volunteers. Staff recommends approval of this policy and administrative regulation so that we can work with San Mateo County Office of Education to provide online training to staff and others regarding awareness of how to prevent sexual misconduct and abuse in CUSD schools.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

Board Policy

Prevention of Sexual Misconduct and Abuse in Schools

BP 5141.41
Students

Responsibility for protecting students from sexual misconduct and abuse is shared by the Governing Board, superintendent, administrators, teachers and other District employees, school volunteers, parents, state agencies, and law enforcement. The District has developed Guidelines for the Prevention of Sexual Misconduct and Abuse in Schools to help our schools deter misconduct, provide accountability, and establish clear and reasonable boundaries for interactions among students and teachers, other district employees, and adult volunteers.

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to student sexual abuse. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected sexual abuse.

The Superintendent or designee may provide a student who is a victim of sexual abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Student Sexual Abuse Prevention

The district's instructional program may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall provide training regarding appropriate employee relationships and boundaries with students that will promote a positive environment while protecting students and employees.

Child Abuse Reporting

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect, including but not limited to child sexual abuse.

Legal Reference:
EDUCATION CODE
32280-32288 Comprehensive school safety plans
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51900.6 Sexual abuse and sexual assault awareness and prevention
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve
Health Framework for California Public Schools, Kindergarten Through Grade Twelve
WEB SITES
California Attorney General's Office, Suspected Child Abuse Report Form: http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss/ap
California Department of Social Services, Children and Family Services Division: http://www.childsworld.ca.gov
U.S. Department of Health and Human Services, Child Welfare Information Gateway: https://www.childwelfare.gov/can

Administrative Regulation – SMCSIG/County Counsel

Prevention of Sexual Misconduct and Abuse in Schools

AR 5141.41
Students

Definitions

Sexual abuse refers to coerced or forced sexual contact or activity that may be ongoing or occurs over time, often within a trusting relationship. Perpetrators may trick or force victims into gradually engaging in sexual activity. Perpetrators of ongoing sexual abuse often control the child/youth through secrecy, shame, or threats. Sexual contact between children and adults or older youth is considered abuse, regardless of whether it includes touching or not.

Sexual assault usually refers to forced or unwanted sexual contact or activity that occurs as a single incident, as opposed to ongoing sexual abuse that may continue over time. It may also involve verbal or visual behaviors, or any type of pressure designed to coerce or force someone to join in the unwanted sexual contact or activity. The assault may involve a similar range of behaviors that are attempted or perpetrated against a victim's will or when a victim cannot consent because of age, disability, or the influence of alcohol or drugs. Sexual assault may involve actual or threatened physical force, use of weapons, coercion, intimidation or pressure. The offender usually takes advantage of the victim's vulnerability.

School Adult refers to a person employed by, working in conjunction with or associated with school activities usually in supervisory capacity (teacher, coach, activity leader) but can also be a support person (aide, volunteer, chaperone) for school-related activities on- or off- campus.

School Adult Relationships with Students

In order to protect both students and school adult from unwarranted physical contact or allegations of sexual misconduct, the following guidelines are established and are to be followed by all School Adults when working with students on- or off-campus.

1. Physical Interactions - the following are examples, but not an exhaustive list of appropriate and inappropriate behaviors:

Appropriate Physical Interactions	*Inappropriate Physical Interactions*
• Side hugs; shoulder-to-shoulder hugs • Pats on the shoulder or back • Handshakes • High-fives and hand slapping • Verbal praise • Pats on the head when culturally appropriate	• Full-frontal hugs • Kisses • Showing affection in isolated areas away from others • School adult sleeping in a bed with a student • Allowing students to sit on school adult's knees/lap

Appropriate Physical Interactions	*Inappropriate Physical Interactions*
• Touching hands, shoulders, and arms • Arms around shoulders • Holding hands (with young students in escorting situations)	• Wrestling • Piggyback rides • Tickling • Any type of massage given by or to a student • Any form of affection that is unwanted by the student or the school adult • Comments relating to physique or body development • Touching bottom, chest, or genital areas

2. Verbal Interactions

School Adults are expected to refrain from speaking to students in a way that is harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. School Adults must not initiate sexually oriented conversations with students or discuss their own sexual activities with or near students. The following list are examples, but not an exhaustive list of appropriate and inappropriate behaviors:

Appropriate Verbal Interactions	*Inappropriate Verbal Interactions*
• Positive reinforcement • Appropriate jokes • Encouragement • Praise	• Name-calling • Discussing sexual encounters • Involving students in the personal problems or issues of School Adults • Secrets • Cursing • Off-color or sexual jokes, sexual innuendo • Shaming • Belittling • Derogatory remarks • Harsh language that may frighten, threaten or humiliate students • Derogatory remarks about the student or his/her family

3. One-on-One Interactions

Many cases of abuse or allegations of abuse occur when an adult is alone with a student. The District seeks to eliminate or reduce these situations and directs all School Adults to avoid private one-on-one interactions unless approved in advance by the school administration.

In situations where one-on-one interactions are approved or unavoidable, School Adults should observe the following additional guidelines to manage the risk of abuse or false allegations of abuse:

Additional Guidelines for One-on-One Interactions
• In most situations, one-on-one meetings with students should occur in a public place where you are in full view of others. Never meet with any student behind a locked door. • If meeting in a classroom or office, leave the door open or move to an area that can be easily observed by others passing by. • The District recognizes that various functions performed by certain employees, (e.g., counselors, psychologists, therapists, etc.) necessitate private meetings with students. Such School Adults should exercise professional judgment to determine when it is appropriate to meet with a student in a private setting, consistent with the norms and expectations of that profession. • Avoid physical interactions that can be misinterpreted. Limit physical interactions to pats on the shoulder, high-fives, and handshakes. • Inform others (i.e., administrators, other School Adults) that you are alone with a student and ask them to randomly drop in. • Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted. • Immediately inform the top administrator at your site if you observe any School Adult violating these rules.

4. Off-Campus Contact

Many cases of abuse or allegations of abuse occur off campus, after school, and during school vacation periods. Contact outside of regularly scheduled school activities and hours may put School Adults, students, and the District at increased risk. In particular, inviting or allowing students to be present in School Adults' homes creates an unacceptably high risk of liability.

Appropriate Outside Contact	*Inappropriate Outside Contact*
• Taking groups of students on an outing, with normal field trip permissions and supervisory protocols in effect • Attending sporting activities with a group of students, again with appropriate field trip permission forms • Attending functions at a student's home, with parents present • Home visits, with parents present	• Taking any student on an outing without written permission from the parent/guardian. No one-on-one outings should ever be permitted • Visiting one student in the student's home, without a parent present • Entertaining a student or students in the home of a School Adult with or without a parent or other adult present • A lone student spending the night with a School Adult

When outside contact is unavoidable, ensure that the following steps are followed:

a. Supervisors should identify for School Adults what types of outside contact are appropriate and inappropriate.
b. Ensure that School Adults have parent/guardian permission to engage in outside contact with the student and that school administrators are aware of the outside contact.

5. Electronic Communications

Electronic communications provide a venue for private communication between School Adults and students. For everyone's protection, the District stresses transparency in and judicious use of all electronic communications and recommends adherence to the following guidelines:

Appropriate Electronic Communications	*Inappropriate Electronic Communications*
• Sending and replying to text messages from students ONLY when copying in a supervisor and/or the student's parent • Communicating through "group pages" on Facebook or other designated public forums. In no circumstances should a School Adult post any items on these public pages that would be seen as derogatory, or harassing. School Adults who post on such sites should immediately contact their supervisor to report any inappropriate postings by students or School Adults. • "Private" profiles for School Adults which students cannot access. However, School Adults should be aware that social media sites have been criticized for changing privacy settings to make it increasingly difficult to keep items private. • Communications for school related work regarding assignments, activities etc. from a school account or from a school adopted platform.	• Harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning or humiliating comments • Sexually oriented conversations (explicit and implicit) • Private messages between School Adults and students from private accounts and/or unrelated to school assignments/activities • Posting inappropriate comments or pictures • Posting pictures of students without written parental consent • Use of SnapChat, Twitter, Instagram, Vine, Kik, Yik Yak or other electronic means of communication besides emails and texts between students and staff.

6. Gift Giving

School Adults should refrain from giving gifts to individual students. Gift giving will only be allowed under the following circumstances:

a. A whole class/group receive similar gifts at the same time (pencils, etc…)
b. Administration must be made aware of and approve a gift to an individual or smaller group of students, and
c. Parents must be notified

<u>Supervision of School Programs</u>

The District recognizes that appropriate monitoring and supervision are critical functions of abuse prevention and provide protection to students, School Adults, and the District. When interactions are monitored, allegations of abuse or wrongful acts are more easily prevented and accurately investigated and resolved. The District seeks to employ the following practices to ensure that all School Adults understand their role in this process.

1. General Supervision

    a. Administrative and Supervisory Visits to School Programs – Supervisors and school administrators will regularly visit all school programs occurring throughout the day to ensure that activities are well-managed and that school policies are observed.
    b. Mixed Age Groups – (In most incidents involving one child abusing another child, the children are from different age groups.) Each program is responsible for establishing specific guidelines for additional monitoring and supervision of activities that involve students from different age groups. Close line-of-sight supervision is required when monitoring programs that mix age groups. Examples of particular times and campus locations where mixing age groups typically occurs include:
        a. Locker rooms
        b. Lunch times
        c. Recess
        d. Before and after school.

2. Facility Monitoring

Guidelines for Facility Monitoring
• All unused rooms, storage areas, and closets must be kept locked at all times.
• All unused buildings and areas are designated, posted, and enforced as off-limits to students.
• All students are required to remain in facility areas that are easily viewed by school adults.
• Classrooms, meeting rooms, and any rooms where students have access should have windows that permit observation. Door windows should remain free of paper and items that may block visibility to the outside.
• All facilities are required to utilize open doors, open blinds, and unobstructed windows (i.e., artwork on windows should not prevent informal monitoring by passersby).
• Stage curtains should remain open.
• Access to keys must be controlled for all facility areas.

3. Monitoring Higher Risk Activities

    a. Bathroom Activities

    Many instances of abuse/ assault in schools occur in bathrooms. School Adults should

be aware of their school's unique bathroom policies.

i. General Procedures

1) If privacy can be preserved, the bathroom doors should remain open.
2) Instruct students which bathrooms to use.
3) Students who have histories of behavioral disruptions and/or sexual acting out behaviors should not be sent to the bathroom with other students, and should be escorted to the bathroom by a school adult.
4) School Adults and adult visitors should use adult-only designated bathrooms especially on days/times when student activities are taking place.

ii. Pre-School and Elementary School Procedures – the "buddy system"

1) When escorting a group of students to the bathroom, line the students up next to the bathroom and do not send in more students than the number of stalls and/or urinals. As one student comes out, send the next student in. Stand at the doorway and ensure students are coming out in a timely manner.
2) Encourage pre-kindergarten and elementary-aged students to use the bathroom as a group during transition periods. However, sometimes students will need to use the bathroom during class time.
    - In classrooms with connected single-stall bathrooms, send one student at a time to the bathroom and keep track of when the student entered the bathroom and ensure their timely exit.
    - In those classrooms without connected single-stall bathrooms, assign the student a buddy based on the age and behaviors of the students. Instruct the buddy to stand outside the bathroom and wait for their classmate. If their classmate does not come out of the bathroom in a timely manner, instruct the buddy to report back to the teacher immediately.

iii. Middle and High School Procedures

1) School Adults should monitor bathrooms during transition periods to ensure that students are not lingering in the bathroom.
2) When middle school or high school students need to use the bathroom during class time, require that they ask permission and carry a hall pass. Keep track of when the student left and ensure their timely return.

b. Locker Room Activities

When schools employ showering practices, School Adults and students must shower at different times. Create schedules that will permit supervision of the students while School Adults shower. Ensure that only one student is in each shower. Consider

installing shower curtains that do not go all the way to the floor, so that School Adults can easily see how many students are in each shower stall.

While students change clothes and/or shower, at least one School Adult should stand in the locker room doorway and within earshot of the students.

c. Transition and Free Times (including before and after school)

To decrease the risk of incidents during transition and free times, implement the following supervision guidelines:

i. Designate certain areas at school as off-limits during these times by setting specific and narrow geographic boundaries in the program areas.
ii. Depending on the age of students, ensure that School Adults are assigned specific areas to supervise during transition and free times. This "zone monitoring" ensures that all accessible areas are monitored. Assign more School Adults to high-risk areas and activities (i.e., playgrounds, isolated areas, etc.).
    a. For example, in schools with playground areas, assign School Adults to certain "zones" and around the perimeter of the area. If the playground includes play structures that limit line-of-sight supervision (such as tunnels, slides, or jungle gyms), assign School Adults to these areas as well. School Adults should not be standing or sitting in groups while students play on the playground.
iii. Create specific bathroom procedures during transition times and free times. Then, designate which bathrooms will be available to students. School Adults should be posted at (or responsible for spot-checking) each available bathroom to actively monitor the students.
iv. Require supervisors to conduct periodic sweeps of the entire activity area. If students are lingering outside of the planned activity area, the supervisor should encourage these students to return to the designated areas.
v. Require the presence of school site supervisor during transition and free times (including before and after school).

d. Evening Events and Activities

Night and evening activities are often high risk because students of mixed ages interact in a less structured environment, often with members of the general public. The following guidelines can help to decrease those risks:

i. Apply the same procedures used to monitor transition and free times, as listed above.
ii. Ensure that School Adults are assigned to supervise specific areas during both night activities and the transition times before and after the events.
    a. For example, while students are waiting in a large group before the night activities, school adults should be spread out in a "zone

monitoring" formation – i.e., one School Adult in each corner of the area, one or more school adults posted near the exits, etc. This "zone monitoring" ensures that all accessible areas, adults, and students are monitored.

iii. Require the presence of an administrator or supervisor during night activities.

e. Transporting Students

Transporting students may increase the risk of abuse or false allegations of abuse because School Adults may be alone with a student or may make unauthorized stops with a student, e.g., to the School Adult's home.

As a general practice, School Adults are not to transport students in their private vehicle. When it is necessary to transport students in cases of emergency or unusual circumstances, School Adults must adhere to the following:

i. Administrators are notified.
ii. When possible, the "rule of three" is used when transporting students in vehicles. At least two adults should be present when transporting a single student. At least two students should be present if transported by a single adult.
iii. Students are never transported without written permission from a parent.
iv. Students are transported directly to their destination. No unauthorized stops are made.
v. It is recommended that School Adults document beginning and ending time and mileage, the names of students and School Adults who are involved in transportation, purpose of the transportation, and destination.
vi. School Adults should avoid unnecessary physical contact with students while in vehicles. Students should sit in the rear seats.
vii. School Adults should avoid engaging in sensitive conversations with students while transporting them.

When transporting students by bus or van:

i. Determine the number of School Adults necessary to adequately supervise the students (e.g., one School Adult to 10 students).
ii. The driver should not be assigned as a supervisor for the students.
iii. School Adults should be randomly seated throughout the bus for easier supervision of students, with at least one School Adult in the front of the bus and one in the far rear. School Adults should sit in the aisle or in an outside seat so they can supervise students on the bus.
iv. Students should be seated by grade and behaviors.
v. On overnight bus or van trips, male School Adults should not sit with female students and female School Adults should not sit with male students. School Adults should not share blankets with students or sleep in the same

seat with a student.

vi. Take a head count or roll call before loading and after unloading vehicles.

When public transportation is used:

i. Determine the number of School Adults necessary to adequately supervise students (e.g., one School Adult to ten students).
ii. Students should remain in one area of the bus, if possible.
iii. School Adults that are assigned to a group should remain with that group on the bus.
iv. Take a head count or call roll immediately after entering and leaving the bus.

f. Day Trips, Field Trips, or Outings

Field trips present unique risks for the safety of students. Large groups are difficult to monitor, and students may be more likely to act out sexually in a less structured environment. An ill-intentioned adult may try to arrange to meet with a student. It is important to be aware of these risks and take measures to minimize them.

All field trips or outings must be in compliance with the District's abuse prevention policies. Additionally, all such activities must meet the following guidelines:

i. Obtain written prior approval by a supervisor.
ii. Obtain written parental permission.
iii. Set a ratio for School Adults-to-students. Require at least two unrelated School Adults.
iv. Require that students are monitored at all times.
v. When using public bathrooms, School Adults should escort all students to the bathroom as a group. School Adults should first check the bathroom (prior to the students going in) to ensure other adults are not using the bathroom. If possible, School Adults should wait until other adults are no longer in the bathroom and then begin to send students in small groups. If it is not possible to wait for other adults to leave the bathroom, School Adults should stand at the doorway and verbally check-in with the students to ensure that they are not lingering and to inform other adults that the students are being supervised.
vi. While supervising or assisting private activities, such as dressing or showering students, School Adults are never alone with a single student.
vii. Specific recommendations for parks, amusement parks, arcades, etc.:
    1) If the trip is to a location where students will be interacting in a large space and it is not possible to assign specific School Adults to specific groups of students, then:
        - Set boundaries at the location. Assign students to groups and ask that they monitor each other's presence. Younger students will

need an adult chaperone to guide their group. Tell the students where they may and may not go. Then post School Adults/ chaperones around the boundaries and at the entrance and exit points.

- Assign remaining School Adults to monitor specific areas. Post at least one School Adult near the bathrooms if possible. School Adults should also be assigned to actively supervise the students.
- School Adults must escort all students to the bathroom as a group when possible. School Adults should check the bathroom prior to the students going in, to ensure other adults are not inside. If possible, the School Adult should wait until other adults are no longer in the bathroom, and then send in small groups of students. The School Adult should then stand at the doorway and verbally check in with the students to ensure that they are not lingering, and to inform other adults that the students are being supervised.
- When not supervised by chaperones, students should check in at meeting points at least once every hour.

g. Overnight Trips and Events

Overnight stays present unique risks to students and School Adults. They often involve changing clothes, groups of both genders and different ages in a more intimate atmosphere than usual, more unstructured activities, and increased supervision demands for School Adults.

i. Supervision Guidelines

1) Goals for School Adult ratio on domestic trips are 1:10 and on international trips are 1:6. Actual ratios may need to vary either upward or downward based upon individual trip factors and student ages. Target ratios will be used unless an alternate is approved by the principal.
2) Students are to be supervised at all times. They must be accompanied by a School Adult at all times that they are not in their rooms. However, the lead chaperone may designate limited times and areas in which students, on a buddy system basis of two or more students together, may walk around unaccompanied by a chaperone. In all such instances, the lead chaperone must ensure the following:
    - Physical boundaries are clearly defined;
    - Students check in at meeting points at a minimum of three hour intervals with no one dismissed until all have checked in safely;
    - Students must stay within areas accessible to the general public;
    - Students who are non-compliant lose privileges; and
    - Students have the lead chaperone's cell phone number and the lead chaperone has the students' cell phone numbers.

ii. Sleeping Arrangements

1) Overnight stays at private homes are prohibited.
2) For overnight stays in cabins or group rooms, adhere to the following

procedures:

- Supervising School Adults should be placed in bunks to maximize supervision around the cabin and in a way that decreases the chances of students sneaking out (such as by the door). No one adult should be in a cabin alone.
- Prohibit School Adults from changing in front of students.
- Prohibit School Adults from showering with students.

iii. School Adult Guidelines

1) School Adults are on duty at all times. There is no time off on a school trip. School Adults are required to be active supervisors of the students and not passive observers. School Adults are not to be under the influence of alcohol or other drugs while on the trip.
2) All School Adults are to be on duty in the halls or cabins at night until after lights out and all rooms are quiet.
3) School Adults are to regularly check rooms until after lights out. All doors are to remain locked but without security latches over the door so that School Adults can enter with the room key unannounced at any time and students can exit to the hall and find security guard/ School Adults at any time. All keys are to be retained by the School Adults.

<u>Reporting Problems</u>

It is imperative that every District School Adult participate actively in the protection of students. In the event that School Adults observe suspicious or inappropriate behaviors on the part of other School Adults, it is their personal responsibility to immediately report their observations.

1. Suspected Abuse by an Adult

   a. Employee Response to Abuse

      As required by mandated reporting laws, school employees must report any suspected abuse or neglect of a student—whether on or off school property or whether perpetrated by employees or others—to Child Protective Services and/or law enforcement.

Additional Guidelines for Employee Response to Incidents or Allegations of Abuse
• If you witness abuse, interrupt the behavior immediately. • If abuse is disclosed to you, assure the individual disclosing that he or she did the right thing by telling you. • Document the incident, disclosure, or circumstances causing your suspicion of abuse. • It is not your job to investigate the incident but it IS your job to report the incident to your supervisor and CPS in a timely manner.

b. Supervisor and Administrator Response to Abuse

In addition to the above response procedures, supervisors and administrators should ensure the following:

Additional Guidelines for Supervisor and Administrator Response to Incidents or Allegations of Abuse
• Determine the immediate needs of the victim. • Ensure that the incident has been reported to the proper authorities (CPS and/or law enforcement). • Remove the accused from access to students. • Review the file of the accused. • Gather and document information surrounding the incident. • Communicate with the authorities as to who will perform the internal investigation. When administrators contact the authorities, the authorities may advise the administrator to perform an internal investigation, or authorities may perform their own investigation. The school will decide how the internal investigation should be completed. If authorities request that the school takes no action, document the request and proceed in accordance with it. If authorities do not request that the school take no action, proceed with an internal investigation or call County Counsel to assist with the investigation. • If abuse and/or violations of school policies are confirmed, follow the District's disciplinary procedures. • Prepare a media response. • Notify parents if appropriate.

2. Student-to-Student Sexual Abuse and Sexualized Behaviors

Most serious incidents of student-to-student abuse are preceded by more subtle incidents such as name-calling, taunting, or roughhousing. Interrupting these interactions early and establishing and communicating standards of conduct can keep the school environment safe. The District recognizes that the following interactions are high risk and should be prohibited:

Prohibited Student-to-Student Interactions
• Hazing • Bullying • Derogatory name-calling • Games of Truth or Dare • Singling out one student for different treatment • Ridicule or humiliation

a. School Adult Response

In the event that a School Adult sees a student exhibit sexualized behaviors or suspects unlawful student-to-student sexual activity, the School Adult is to do the following:

Guidelines for School Adult Response to Student-to-Student Sexual Activity
• Interrupt the behavior and separate the students. Do not investigate. • Report the behavior to a supervisor or administrator. • Document your report with factual information only. Opinions should not be included on the incident report.

Again, according to California Mandated Reporting Requirements, some instances of student-to-student sexualized behavior and abuse must be reported to the authorities.

b. Supervisor or Administrator Response

In the event that a supervisor or administrator receives a report of a student's sexualized behavior or unlawful student-to-student sexual activity, the supervisor should do the following:

Guidelines for Supervisor or Administrator Response to Unlawful Student-to-Student Sexual Activity
• Determine the appropriate administrator to conduct an internal review of the incident. • Notify the parents of all students involved. • Notify the authorities if required by mandated reporting laws. • Document the incident and the school's response. • Develop a written corrective action or follow-up plan in response to the incident.

c. Organizational Response

After the internal review of the sexualized behavior or unlawful student-to-student sexual activity, the District will determine what can be done to prevent a reoccurrence, such as:

Guidelines for Organizational Response
• Review the need for additional supervision. • Review the need for revised policies or procedures. • Review the need for additional training. • Alert others in the organization.