Regular Governing Board Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session • Thursday, August 12, 2021 • 6:00 PM

Via Zoom: https://cabrillok12.zoom.us/j/99135905009 • Webinar ID: 991 3590 5009 • Telephone: +1 669 900 6833

Governing Board Meeting broadcast live on the CUSD YouTube Channel, on www.PacificCoast.TV, and on Xfinity Channel 27 in Half Moon Bay

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which temporarily suspended provisions of the Brown Act relating to public meetings. As such, Cabrillo Unified School District will be conducting its Governing Board meeting at the regular time, in a different modality. The District will be leveraging a Webinar format (using Zoom) in order for the Governing Board members to participate remotely, and to allow for orderly public comment. There will not be a physical location for this meeting.

The Governing Board will meet for Closed Session to discuss labor negotiations, student discipline, personnel matters, litigation, anc other matters as provided under California state law as set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:00 PM for all regular and special meetings unless extended by a majority vote of the Board. Writings relating to a board meeting agenda items that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 498 Kelly Avenue, Half Moon Bay, CA. Such writings may also be available on the District's website. (Government Code 54957.5b).

Individuals who require special accommodations (Spanish interpreter, accessible seating, documentation in an accessible format, etc.) should contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us no later than 48 hours preceding the meeting.

PUBLIC COMMENTS GUIDELINES

There are two ways in which members of the public may provide comments as part of a Cabrillo Unified School District Governing Board remote meeting:

1. Submit Comments in Advance:
Members of the public may submit comments in advance of the meeting through the following link: http://bit.ly/cusdcomments. Comments will be read out loud by the Board President or a designee during the meeting. Written comments should be limited to no more than 300 words; longer comments might not be shared publicly during the meeting. However, all comments received, whether or not they are shared publicly during the meeting, will be made available to all Board members.

2. Provide Comment in Real-Time During Remote Meeting:
Members of the public may submit a request to comment in real-time in advance of the meeting through the following link: http://bit.ly/cusdcomments. When called upon by Board president or designee, speakers will be unmuted. After the allotted time, speakers will be placed on mute.

Because of technical limitations, please submit your comments or request to address the Board in real-time in advance of the meeting. The Google Public Comment Form opens on the agenda posting date and closes one hour before the meeting start time. We ask the participants to type their full name when joining the meeting, as prompted. "Hand Raised" future will be disabled during the meeting.

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (Governing Board Bylaw 9323 - Meeting Conduct)

IMPORTANT BOARD PROTOCOLS REGARDING PUBLIC COMMENTS

The CUSD Governing Board does not act upon any matter that has not been agendized except under limited circumstances as permitted by law. It is the policy of the CUSD Governing Board to refer matters raised in this forum to staff for further examination and/or action where appropriate

Open Board meetings may be recorded and broadcast.

1. CALL TO ORDER

a. Public Session - 6:00 PM - Welcome (Please note new time)

1. Roll Call / Quorum
2. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. COMMUNICATIONS

a. Public Comments

b. Employee Organizations Report

1. CUTA Representatives
2. CSEA Representatives

c. Board Members Report

d. Superintendent Report

4. CONSENT AGENDA

a. Approval of Distribution/Disposal of Obsolete Textbooks at Various Schools (Consent Agenda)

4.a Board Memo Obsolete Materials.pdf (p. 6)

b. Approval of Agreement Between Ayudando Latinos A Soñar and Cabrillo Unified School District (Consent Agenda)

4.b Board Memo ALAS MOU 2021.pdf (p. 7)

4.b.1 ALAS MOU July 2021 - Revised.pdf (p. 8)

c. Approval of Memorandum of Understanding between The Heal Project and Cabrillo Unified School District (Consent Agenda)

4.c Board Memo The Heal Project MOU.pdf (p. 11)

4.c.1 HEAL MOU 2021-22.docx.pdf (p. 12)

4.c.2 HEAL MOU 2019-22.pdf (p. 15)

d. Approval of AP Psychology Textbook Adoption (Consent Agenda)

4.d Board Memo AP Psychology Textbook.pdf (p. 23)

e. Approval of Building Construction and Trades Textbook Adoption (Consent Agenda)

4.e Board Memo Building Construction and Trades Textbook.pdf (p. 25)

f. Approval of the Certificated Personnel Report (Consent Agenda)

4.f Board Memo Certificated Personnel Report.pdf (p. 26)

g. Approval of the Classified Personnel Report (Consent Agenda)

4.g Board Memo Classified Personnel Report.pdf (p. 27)

h. Approval of Job Description: Specialized Program Coordinator: Medical Health (Consent Agenda)

4.h Board Memo Job Description Specialized Program Coordinator - Medical Health.pdf (p. 28)

4.h.1 Specialized Program Coordinator - Medical Health.pdf (p. 29)

i. Approval of Job Description: Specialized Program Coordinator: Mental Health (Consent Agenda)

4.i Board Memo Job Description Specialized Program Coordinator - Mental Health.pdf (p. 31)

4.i.1 Specialized Program Coordinator - Mental Health.pdf (p. 32)

j. Approval of Excess Reserves and Disclosure Clarification (Consent Agenda)

4.j Board_Memo_Excess_Reserves_and_Disclosure_2021-22.pdf (p. 34)

k. Approval of the Bid Award of the Preschool Complex Playground Project at Hatch (Consent Agenda)

4.k Board_Memo_Bid_Award_of_Hatch_Preschool_Complex_Playground_Project.pdf (p. 36)

l. Approval of New Construction Project – El Granada Elementary School (Consent Agenda)

4.l Board_Memo_QKA_EL_Granada_Contract.pdf (p. 37)

4.l.1 QKA Architect Agreement (El Granada) - Revised.pdf (p. 38)

m. Approval of Regular and Special Governing Board Meetings Minutes (Consent Agenda)

4.m Board Memo Minutes.pdf (p. 101)

4.m.1 2021-06-24 Regular Board Meeting Minutes.pdf (p. 102)

4.m.2 2021-06-25 Special Board Meeting Minutes.pdf (p. 108)

5. GENERAL BUSINESS

a. Proclamation Endorsing September 15, 2021 to October 15, 2021 as Hispanic Heritage Month (Action)

5.a Board Memo Proclamation Hispanic Heritage Month.pdf (p. 110)

5.a.1 Proclamation Hispanic Heritage Month.pdf (p. 111)

b. Update on Summer School 2021 (Presentation)

5.b Board Memo Summer School 2021.pdf (p. 113)

5.b.1 Summer School Overview 2021 Presentation.pdf (p. 114)

c. Update on Education Support Services: Medical and Mental Health and Behavioral Supports (Presentation)

5.c Board Memo Education Support Services Update 2021-22.pdf (p. 145)

5.c.1 Educational Support Services Update Presentation.pdf (p. 146)

d. Restorative Restart Overview (Information)

5.d Board Memo Restorative Restart Overview.pdf (p. 153)

5.d.1 Restorative Restart Overview.pdf (p. 154)

e. Public Hearing and Approval of Board Policy 6158 Independent Study Update (Action)

5.e Board Memo Independent Study Board Policy 2021-22.pdf (p. 156)

5.e.1 Notice of Public Hearing Independent Study Program_2021-22.pdf (p. 157)

5.e.2 6158 BP Independent Study - DRAFT.pdf (p. 158)

5.e.3 6158 AR Independent Study - DRAFT.pdf (p. 171)

f. Public Hearing and Approval CUSD-SMCCD CCAP Agreement and Board Policy 6172.1 (Concurrent Enrollment in College Classes) (Action)

5.f Board Memo Public Hearing CCAP Agreement and BP 6172.1.pdf (p. 181)

5.f.1 SMCCCD_AB288_CCAP_Presentation.pdf (p. 183)

5.f.2 SMCCCD_CCAP_Agreement_2021-24.pdf (p. 189)

5.f.3 Notice of Public Hearing CCAP Agreement 2021-22.pdf (p. 208)

5.f.4 6172.1 BP Concurrent Enrollment In College Classes - DRAFT.pdf (p. 209)

5.f.5 6172.1 AR Concurrent Enrollment In College Classes - DRAFT.pdf (p. 212)

g. Public Hearing and Approval of Budget Overview for Parents Update (Action)

5.g Board_Memo_Budget_Overview_for_Parents_Update_and_Public_Hearing.pdf (p. 215)

5.g.1 Updated Budget Overview for Parents 2021.pdf (p. 216)

5.g.2 Notice_of_Public_Hearing_Budget_Overview_for_Parents.pdf (p. 219)

h. Presentation and Public Hearing to Receive Input for the Use of ESSER III Funds (Discussion)

5.h Board_Memo_ESSER_III_Funds_Information_and_Public_Hearing.pdf (p. 220)

5.h.1 CUSD_ESSER_III_Federal_Funds_Presentation.pdf (p. 221)

5.h.2 ESSER_III_Public_Hearing_Notice.pdf (p. 234)

i. Approval of the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2021-22 (Action)

5.i Declaration of Need for Fully Qualified Educators 2021-22.pdf (p. 235)

j. Adoption of Resolution No. 11-21, Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Hatch Elementary School (Action)

5.j Board_Memo_State_Aid_Program_Resolution.pdf (p. 236)

5.j.1 Board_Resolution_No._11-21_State_Aid_Program.pdf (p. 237)

6. FUTURE EVENTS

a. August 21 - Special Board Retreat, Pilarcitos High School King Room - 9:00 AM

b. August 24 - Bond and Parcel Tax Oversight Committee Meeting, via Zoom - 6:30 PM

c. September 9 - Regular Board Meeting, via Zoom, 6:00 PM

7. ADJOURNMENT OF THE MEETING

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 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction
CATEGORY: Consent/Action
ITEM TITLE: Approval of Distribution/Disposal of Obsolete Textbooks at Various Schools

BACKGROUND INFORMATION

Board Policy 3270 recognizes that the school district may own personal property which is unusable, obsolete, or no longer needed by the district. This policy allows for the sale or disposal of district property in accordance with the Board Policy and the requirements of California State Law.

REPORT/PROPOSAL

Biology: Exploring Life by Pearson Prentice Hall (2006) textbooks, previously used for our Half Moon Bay High School Biology course, are now deemed as obsolete due to the new Biology textbook adoption title *Miller Levine Biology 2020 California* from Savvas Learning Company 2020 edition approved at the 4/16/2020 board meeting.

Chemistry: The Central Science by Pearson (13 Edition-AP Edition), previously used for our Half Moon Bay High School AP Chemistry course, is now deemed as obsolete due to no longer being aligned to current standards and the AP Chemistry course no longer being offered.

GRADE LEVEL	SUBJECT	BOOK TITLE	ID	QUANTITY
9-12	Biology	Biology, Exploring Life, Pearson Prentice Hall, 2006	0132508826	363
9-12	AP Chemistry	Chemistry, The Central Science, Pearson, 13 Edition (AP Edition)	0133574121	68

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
CATEGORY: Consent/Action
ITEM TITLE: Approval of Agreement Between Ayudando Latinos A Soñar and Cabrillo Unified School District

BACKGROUND INFORMATION

As part of the Expanded Learning Opportunity Grant and our goals towards embedding additional SEL services and culturally relevant Visual Arts and Performing Arts (VAPA) opportunities, we are engaging in a partnership with Ayudando Latinos A Soñar (ALAS.) ALAS is a Latino-centered nonprofit that began as a grassroots program in 2011. ALAS services and honors the cultural strengths that thrive in our Latino Coastal community. ALAS believes that "cultura" inspires and heals the soul, opening doors for community leadership and engagement. ALAS' programs initiated with cultural arts programs but have grown services to include culturally centered mental health services, wrap-around case management, immigration, and social justice advocacy as well as a robust educational program. ALAS is committed to working with children, youth, families, farmworkers, asylum seekers, seniors, and the general Coastside community.

Using the one-time Extending Learning Opportunity (ELO) funding, we are partnering with ALAS to support us with two main services:

- Arts In the Classroom program will provide an in-depth experience of art, culture, and education in areas of music, dance, visual arts, drumming, and voice to increase cultural sensory experience, advance learning in the arts, and support creative expression and education.

- Mental Health Clinician: Provide one full time Mental Health Clinician to care for the wellness of the students and families of designated campuses. Work will focus on healing and supporting students that have struggled with COVID and other stressors affecting academic performance and health. ALAS will supervise and provide support to both Clinician and Cabrillo, following all Board of Behavioral Sciences guidelines and ethics.

FISCAL ANALYSIS

The Funding Cost will be $150,000 that will be paid with the Extending Learning Opportunity Grant (ELO.)

RECOMMENDATION

Approve as submitted.

AGREEMENT FOR SERVICE BETWEEN
THE CABRILLO UNIFIED SCHOOL DISTRICT AND CONTRACTOR

This agreement is made as of this day of July 30 2021, by and between the Cabrillo Unified School District ("CUSD") and Ayudando Latinos a Soñar (ALAS) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES in consideration of the payments hereinafter set forth, CONTRACTOR shall perform services for CUSD in accordance with the terms, conditions, and specifications set forth herein:

The CONTRACTOR agrees to provide

A. Scope of Services : ALAS Scope of Services Document

B. Deliverables:

- **Arts In the Classroom program will:** provide an in-depth experience of art, culture and education in areas of music, dance, visual arts, drumming and voice to increase cultural sensory experience, advance learning in the arts and support creative expression and education.
  - Metrics to determine success of the program, not limited to qualitative and quantitative measures
  - End of the year presentation to board/site leadership regarding success of program, including attendance, and metrics mentioned above.
- **Mental Health Clinician:** Provide one full time Mental Health Clinician to care for the wellness of the students and families of designated campuses Work will focus on healing and supporting students that have struggled with COVID and other stressors affecting academic performance and health. ALAS will supervise and provide support to both Clinician and Cabrillo, following all Board of Behavioral Sciences guidelines and ethics.
  - Metrics to determine success of the program, not limited to qualitative and quantitative measures
  - End of the year presentation to board/site leadership regarding success of program, including attendance, and metrics mentioned above.

2. TERM OF AGREEMENT: The term of this agreement is from August 2021 through May 2022

3. COMPENSATION: The CONTRACTOR agrees to perform all the services of this agreement not to exceed $ 150,000 .

4. PAYMENT: The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. The contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.

5. EQUIPMENT AND MATERIALS: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement.

6. USE OF SUBCONTRACTORS: CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CUSD.

7. LICENSES AND PERMITS: It shall be the CONTRACTOR's responsibility to obtain and keep in force any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES: CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this agreement, and shall execute all necessary certifications of compliance therewith.

9. RELATIONSHIP OF THE PARTIES: CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of CUSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of CUSD employees.

10. INSURANCE: CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

☒ Comprehensive General Liability... $1,000,000 (applies to all agreements)
_____Motor Vehicle Liability Insurance.. $1,000,000 (to be checked if motor vehicle used in performing services)
_____Professional Liability..... $1,000,000 (to be checked if Contractor is a licensed professional)

The CONTRACTOR will provide proof of insurance and will identify CUSD as an additional insured.

11. WAIVER: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

13. HOLD HARMLESS: CONTRACTOR agrees to indemnify and defend the District, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the performance of this agreement.

14. DISPUTE RESOLUTION: Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and CUSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

15. GOVERNING LAW: This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

16. TERMINATION: CUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. CUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, CUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, CUSD may secure the required services from another contractor. If the cost to CUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

17. COMPLETENESS OF AGREEMENT: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Cabrillo Unified School District	Contractor
_____	_____
J Jesus Contreras	Contractor Name:
Chief Business Officer	Address:
	City/State:
	Zip:
Date: _____	Date: _____

_____
Sean McPhetridge, Ed.D
Superintendent

Date: _____

CABRILLO UNIFIED SCHOOL DISTRICT

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GOVERNING BOARD
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Freya McCamant

MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
CATEGORY: Consent/Action
ITEM TITLE: Approval of Memorandum of Understanding between The Heal Project and Cabrillo Unified School District

BACKGROUND INFORMATION

As part of the Expanded Learning Opportunity Grant and our goal towards embedding additional enrichment opportunities, we are engaging in an expanded partnership with The Heal Project (THP). The Heal Project is a local nonprofit organization which educates and inspires students to make healthy choices for themselves and their world. The HEAL Project offers lessons on health, environment, and agriculture at school sites, in the classroom, and at the San Mateo County School Farm. This includes the incorporation of Next Generation Science Standards (NGSS) and Common Core State Standards in high-impact programs for environmental literacy and nutrition education.

Using the one-time ELO funding, we are partnering with THP to support us with the services described in The Heal Project MOU, which include the following:

- Provide instructor to deliver THP California standards-based curriculum to second and third grade students for 26 weeks of the year (3rd grade in Fall, 2nd Grade in Spring) during regular hours.
- Provide one session per week of Garden Club; available to small groups of 4 & 5th grade students one day per week over 10 weeks in spring during school lunch breaks.

FISCAL ANALYSIS

The cost for this 1 year contract will not exceed $36,500. This service will be paid using the one time Expanded Learning Opportunity (ELO) funding.

RECOMMENDATION

It is recommended that our CUSD Governing Board approve this contract and partnership with The Heal Project for implementation of services during the 2021-2022 school year.

Memorandum of Understanding (MOU)
between:
The HEAL Project (THP)
and the
Cabrillo Unified School District (CUSD)
for
Hatch, El Granada, Farallone View, and Kings Mountain Elementary Schools

This is a Memorandum of Understanding and Intent of Partnership between The HEAL Project (THP) and Cabrillo Unified School District (CUSD) for THP's Intensive Garden Program (IGP) to be offered at Hatch, El Granada, Farallone View, and Kings Mountain Elementary Schools in school year 2021-2022.

I. GOAL

Promote positive association of healthy eating and lifestyle habits among grade-school children of CUSD through Learning about Health, Environment and Agriculture.

II. OBJECTIVE

To implement THP Intensive Garden Program (IGP) curriculum for all second and third graders within CUSD, conduct Garden Club for a limited number of fourth and fifth graders in spring, and other activities to promote student health and environmental awareness. And install rain barrels on El Granada School campus for the purpose for water catchment to be used in the school garden.

III. DESCRIPTION OF SERVICES

The Contractor, THP, will provide the following services:

i. Provide an instructor to deliver THP California standards-based curriculum to second and third grade students for 26 weeks of the school year (3rd grade in Fall, 2nd Grade in Spring) during regular school hours.

ii. Provide one session per week of Garden Club; available to small groups of 4 & 5th grade students one day per week over 10 weeks in spring during school lunch breaks.

iii. Supervise and maintain a dynamic learning environment that is fun, productive, manages behaviors, and ensures an optimal learning environment.

v. Use the Media Release portion of the signed CUSD General Permission Form OR THP's Media Release form as permission of student's media release for THP marketing purposes.

Periodically photograph or record students in THP activities for use in THP marketing material. Images showing student faces and first names will only be published for students who have either a CUSD or THP media release on file.

More detailed identifying information of students will not be included with media recordings unless: the school principal is first notified and the student parent or guardian gives written permission.

vi. Deliver & collect student and/or parent surveys as developed for IGP.

vii. Implement routine recording, tracking, and reporting procedures; participate in meetings with parents, teachers and administrators as required.

viii. Adhere to CUSD policies and procedures while on campus.

In addition, as required by the California State Education Code, THP staff, contractors, and volunteers shall be required to undergo fingerprinting and background checks before working directly with students. At THP's cost, all THP contractors, interns or volunteers over the age of 18 years will schedule a DOJ background check through CUSD so that CUSD is the recipient of the background notifications. Once a contractor, intern and/or volunteer passes the check, the District shall notify THP that the individual may begin to work with students. In no case shall any individual supplied by THP work with students prior to District approval. CUSD shall also be the recipient of any possible future notification and CUSD retains authority to require a contractor or volunteer be removed from any District school based on subsequent notifications.

viii. Contract to have rain catchment barrels installed in a mutually agreeable location near the EL Granada School garden beds for watering the garden.

Each School or CUSD, will provide the following services:

i. Provide classroom and garden space, students, and mutually agreed instruction time for THP programming during the regular school day.
ii. Provide access to teachers and parents at mutually agreed times.
iii. Share class lists of students for the current school year.
iv. Share records of students who have turned in signed CUSD General Permission Forms for media release purposes.
v. Allow THP to post notices of THP activities in PTO newsletters when space allows.
vi. Allow THP to share CUSD approved, bilingual information, including direct donation requests, with parents.

IV. FORCE MAJEURE

No party shall be deemed to be in violation of this Agreement if it is prevented, hindered or delayed in its performance of any of its obligations hereunder due to accidents, fires, explosions, or acts of God, including, without limitation, earthquake, floods, winds, storms, Covid 19 or any other disease, epidemic or pandemic ("Contagion"), quarantine or other acts of government applicable to the party claiming relief hereunder, or reasonable steps taken by a party to avoid further spread of the Contagion. In any such event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

V. AMOUNT AND METHOD OF PAYMENT

The total amount that CUSD shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY EIGHT THOUSAND DOLLARS ($38,000), for the contract term.

Full payment is due by December 10, 2021. An invoice will be sent to CUSD 30 days prior to payment due date.

The signatures on the following page signify an understanding of the terms listed in this agreement:

_____

Sean McPhetridge, Superintendent, Cabrillo Unified School District Date

_____

Alyssa Jaramillo, Acting Principal, Hatch Elementary School Date

_____

Claire Beltrami, Principal, El Granada Elementary School Date

_____

Amy McVicker, Principal, Farallone View Elementary School Date

_____

Debbie Silveria, Site Director, Kings Mountain Elementary School Date

_____

Amy Bono, Executive Director, The HEAL Project Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE CABRILLO UNIFIED SCHOOL DISTRICT AND THE HEAL PROJECT

This AGREEMENT is made and entered into this first day of July 2019, by and between the Cabrillo Unified School District, (hereinafter "CUSD") and The HEAL Project (hereinafter "THP"), a non-profit 501(c)(3) organization.

GENERAL BACKGROUND

The nucleus of what would become *The HEAL Project* began at Alvin S. Hatch Elementary School in the Cabrillo Unified School District (CUSD) in Half Moon Bay, California as a pilot program funded by Kaiser Permanente called "HEAL" (Healthy Eating Active Living) in the fall of 2005.

Alarmed by the rapid growth rate of childhood obesity and its widespread health and economic consequences combined with a significant economically disadvantaged Coastside student population, members of The Coastside Health Committee, concerned parents, and community health professionals looked to stimulate progressive solutions through preventive education. The result was a holistic program design that utilized experiential learning activities in the garden, on the playground, and in the classroom that could empower children and positively influence student knowledge, behavior, and attitudes toward healthier eating and lifetime habits.

The first THP classes and Noontime Sports program began in January 2006 with 110 2nd grade students participating in daily curriculum by school year end in June. THP's use of innovation and experiential learning attracted the interest and support of parents, the agriculture community, teachers, the HATCH PTO as well as the *New York Times*, the San Mateo County Health Department, the California Department of Agriculture, and the Governor's office.

In response to the successful pilot, THP funding was renewed, and in January 2007 THP expanded its programming to include Farallone View and El Granada Elementary Schools and built new gardens and related outbuildings on the campuses. Community participation in the program and support among commercial growers, the local and state Farm Bureau, County Health, local chefs/restaurant owners, environmental advocates, and independent businesses grew. PTO funding at El Granada Elementary for garden programming was discontinued in 2009 so the program was not renewed the

following year at that site. THP continues to provide programming for El Granada Elementary students in the form of nutritional tastings and events on school campus and on field trips to the San Mateo County School Farm in El Granada as funding is available.

In 2008, THP was the focus of a study by the University of California at Davis's Department of Nutrition. By 2009 the program had accumulated recognitions and a number of awards including a Kent Award. Through THP's Garden Club program, Hatch Elementary School students became the first in the state to earn a Certified Producer's Certificate from the the San Mateo County Department of Agriculture in order to participate as vendors in certified California Farmers' Markets.

In 2010, THP was approached by the San Mateo County Department of Health to create and develop a multi-year project to involve and encourage students in San Mateo County to make healthier choices by experience gained on a production farm. THP operates and hosts educational field trips and camps on what is now known as The San Mateo County School Farm in El Granada. An additional property known as the Old Lobitos Creek School House Farm on Lobitos Creek Road in Half Moon Bay is owned by CUSD and is in development for student visitors. An MOU between THP and CUSD for the Lobitos property use was first negotiated in June 2010 and is renewed biannually. To date, The HEAL Project has served over 6,000 K-12 students from CUSD.

ORGANIZATION

In 2009, "HEAL" became a California registered non-profit 501(c)(3) organization, officially titled *The HEAL Project* (Health, Environment, Agriculture, Learning) holding the Tax I.D. # 27-1092940. The HEAL Project (THP) is under the direction and management of its Executive Director and monitored by a local Board of Directors.

FUNDING

THP is funded through donations by individuals, business owners, foundations, and contracts with departments within the County of San Mateo. The Parent-Teacher Organizations from each school site where THP delivers programming also provide a percentage of co-funding based on their specific site costs. Additionally, THP receives "In Kind" support (as is provided by CUSD for instructional spaces and services). Less than 50% of THP's annual financial support comes from the Coastside community for THP programs.

MISSION - VISION

The HEAL Project teaches kids where their food comes from and why it matters. We envision a world where everyone understands the connection between our food, our health and our environment.

The Cabrillo Unified School District fully supports the identified mission of The HEAL Project and agrees that the program benefits participating Coastside children. The purpose of this Memorandum of Understanding is to identify each party's specific contributions and responsibilities in order to achieve this mission.

1. PROGRAMS OFFERED BY THE HEAL PROJECT (THP)

Subject to sufficient funding, available garden and classroom space, and the agreement reached at the participating school sites, The HEAL Project (THP) will provide the following program options. In all instances, THP shall assume responsibility for coordinating curriculum, providing the direct instruction, organizing field trips if applicable, acquiring necessary materials and equipment and evaluation of programs.

THP's signature Intensive Garden Programming (IGP): THP will provide IGP, a garden-based and classroom curriculum to second and third grade students at participating campuses. Students begin IGP in January of their 2nd grade school year and return as 3rd graders in the fall, exiting the program the following January. The model divides whole classes into two THP groups or sections; classroom teachers will determine which students are assigned to each group. THP may support CUSD teachers who choose to use the garden as a classroom for various topics that are not necessarily directly related to the garden curriculum. Students will receive instruction for one hour, weekly during the school day for approximately 26 weeks.

Spring Garden Club: Garden Club is offered at IGP schools as a weekly, voluntary activity for grades 1-5 over 12 weeks during lunch recess in the spring. Garden Club participants are expected to participate in that day's activities, which may include: garden work, produce tasting, school garden sales, and community or service learning projects. Many 3rd, 4th and 5th graders in Garden Club take part in THP's Farmers' Market booth in Half Moon Bay on Saturdays in April through December.

In all THP programs, students have the opportunity to enjoy tastings of local produce. At the tastings, students learn about nutrition and get hands-on experience preparing and tasting the featured produce.
Student Ambassadors: THP has developed a loyal following of students and their parents. These involved students often become ambassadors when THP is being visited or recognized. Off site student activities have included the presentations and appearances at the County Fair, the Rotary Club, the Senior Center, and other public events or fundraisers.

Family Outreach: At each campus where IGP curriculum is delivered, THP also hosts an annual "graduation" celebration for students who have completed IGP curriculum. Graduation dinners are offered free to all 3rd grade student graduates and their families.

2. IN-KIND CONTRIBUTION OF THE DISTRICT

Garden Maintenance and Access: The District agrees to provide THP with full access to the garden and storage areas in a manner consistent with District and site rules and practices pertaining to visitors on campus. In addition, the District agrees to assume full responsibility for the maintenance of garden infrastructure, including all costs associated with electricity, water and fencing.

Access to Teachers, Staff and Classrooms: The District agrees to provide THP reasonable access to the school's teachers, administrators, and staff for meetings to plan classroom and after-school programs. With the advance knowledge and consent of the site principal, THP staff may 1) participate in school site staff meetings and be provided agenda time; 2) be assigned a staff mailbox and receive inter-school memos, email notices, and other types of communication when appropriate; and 3) have access to these communication vehicles to share messages with staff.

Office/Classroom Space and Other Facilities: The District agrees to provide THP with classroom/office space at each school and on the district office campus. The District agrees to provide access to meeting rooms and other common staff facilities as needed and available. The classroom/office space shall have a phone and computer line. THP will receive the same janitorial and maintenance support as other facilities at the school.

3. AGREEMENTS REGARDING GRANT PROPOSALS

Origination of Grant Proposals: There are three scenarios in which grants are generally sought:

a. THP proposals that reference CUSD - CUSD will allow THP to use CUSD's name in grant proposals, referring to the fact that THP provides garden-based education programs at CUSD schools. This includes THP grant proposals for purposes that are not directly related to programs at CUSD, such as for THP staff development or for THP programs at the San Mateo County School Farm operated by THP in partnership with the San Mateo County Health Department.
b. CUSD proposals that reference THP - THP will allow CUSD to use its name, as needed, in grant proposals.
c. Collaborative Proposals - Because many funders prefer supporting collaborative projects, CUSD and THP will work together where possible to submit grant proposals that support garden-based classroom instruction and other educational projects relating to the garden program at CUSD.

Process for Grant Applications, Fund Disbursement and Reporting: Depending upon the origin of a grant proposal, the process of submitting grant applications, disbursement of funds and reporting to funders will vary. In all cases, THP and CUSD will continue working together with full mutual communication, agree to timely disbursement of funds and be responsible in meeting the reporting requirements of funder.

Communication about Grant Applications: To avoid duplicative approaches to funders, CUSD and THP staff will communicate regularly about proposed grant applications. Both organizations will provide a courtesy copy of any grant application submitted when the application refers to the other organization.

Letters of Support: Each organization will provide a generic letter of support and agreement for grant applications written by each other. If a funder requires a more detailed letter, each of the organizations will provide the other with the needed information enough in advance so that the letter can be prepared in a timely manner.

Site Visits: CUSD and THP will coordinate with each other when funders request to make site visits to the THP garden, so that class programs are not disrupted and program staff is available to meet the funders and discuss program objectives and progress. Visitors of THP will be instructed to follow check-in and check-out protocols for each CUSD site they visit.

Time Issues Related to Grants: CUSD and THP agree to use best efforts to engage in grant application in the CUSD academic year and the THP Fiscal Year prior to the year in which the finds are needed or are to be utilized.

Disbursement of Funds

Lump Sum Payments - If a funder provides a joint grant to CUSD and THP, CUSD will distribute funds to THP for THP's share of the funds within 30 days of receiving the grant check.

Reimbursements - For collaborative grants where CUSD is the fiscal agency and the funds are held by CUSD, THP will submit invoices and receipts for expenditures and CUSD will reimburse THP within 30 days from receipt of the invoice from THP.

Unsolicited Funds - In the event that an unsolicited or non-specific grant or gift comes to CUSD for THP or is earmarked for a THP garden, CUSD agrees to pay the amount in full to THP within 30 calendar days of receiving the grant or gift.

Reciprocal Agreement: If THP receives funds that belong to or are due to be distributed to CUSD, THP will pay such amounts to CUSD within 30 days of receipt.

Reporting to Funders: Each organization will be responsible for making reports to funders of both program activities and financial expenditures according to the timelines set forth by the grantors. If CUSD is the sole recipient of a grant, CUSD will be responsible for preparing the grant report. Similarly, if THP is the sole recipient, THP will prepare the report. Each organization agrees to assist the other with providing needed information in a timely manner so that such grant reports can be prepared. If the grant is a collaborative project, with funds being disbursed to both organizations, then the staff of CUSD and THP will meet to decide which agency is responsible for preparing which parts of the grant report so that a unified document can be submitted.

4. ADDITIONAL MISCELLANEOUS AGREEMENTS:

Term: The term of this agreement shall be three years, commencing on July 1, 2019 and concluding on June 30, 2022.

Safety: THP shall take reasonable safety precautions to protect participating students, staff members, and invited members of the general public from extraordinary risk arising from the use of the Property.

Modifications to Site: Any request to modify CUSD property in any manner must be submitted in writing to the CUSD for pre-approval. Examples of such modifications shall include but not be limited to: excavation, paving or surfacing, erection of fences and buildings, and installation of lights and signs.

Removal of Improvements: Unless preferred by campus administration and negotiated to remain at individual sites, THP shall remove all improvements constructed and placed on said Premises and to the greatest extent reasonably feasible, restore the site to its condition prior to the commencement of this Memorandum within 60 days of the conclusion or termination of this agreement. This would not include campus improvements utilized by THP but made prior to its January 2006 start in CUSD.

Third Party Access to Property and Promotional Considerations: THP shall not grant use of the Property to any third party without the express written consent of CUSD. Furthermore, THP agrees that it will not use any other party's name, marks, logos, photographs/video of students and/or educational activities taking place on the property in any press release, public announcement, advertising, promotional material, website, publication or other media, whether written or oral, without the prior written consent of CUSD.

Insurance: THP shall maintain and keep in force during the term of this agreement, Comprehensive General Liability insurance with limits of not less than $1,000,000 each occurrence combined single-limit bodily injury and property damage. Additionally, THP will require its contractors to provide insurance with similar limits naming CUSD as "additional insured" during the course of any substantial pre-approved construction or reconstruction to or on the Property.

Hold Harmless and Indemnification: The two parties shall mutually indemnify and hold each other's officers, agents, volunteers, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney's fees arising out of the use of CUSD facilities.

Notices: Except as otherwise expressly provided by law, any and all notices or other communications required to be served on or given to the parties hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service three (3) days after being deposited in the United States mail, first class postage, prepaid, addressed to District in care of the Superintendent, Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94019 and The HEAL Project in care of the Executive Director, P.O. Box 3051, Half Moon Bay, California 94019. Either party

may change its address for the purpose of this section by giving written notice of such change to the other two parties in the manner provided in this section.

IN WITNESS THEREOF, the governing bodies of the parties have duly authorized the officials below to execute this Agreement.

[redacted]

By: Jane Yuster, CUSD Superintendent
Cabrillo Unified School District

3/29/19
Date

[redacted]

By: Amy Bono, Executive Director
The HEAL Project

27/March/2019
Date

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 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
Andrew Boysen, Assistant Principal, Half Moon Bay High School
CATEGORY: Consent/Action
ITEM TITLE: Approval of AP Psychology Textbook Adoption

BACKGROUND INFORMATION

At the time our AP Psychology course was approved, the text purchased to support the curriculum for that class was *Psychology* by Bernstein, Penner, Clarke-Stewart, and Roy, 9th Edition. Two years ago, the AP Psychology teacher collaborated with a retired teacher who had previously taught the class at another school for 20 years. This teacher believed another text would be more effective and purchased enough books with his own money as a donation for the students in the class. This textbook is *Psychology* by Myers, 8th Edition.

Research conducted by our current AP Psychology teacher, Sarah Bunkin, supports that this textbook provides a much more effective and comprehensive curriculum. We are asking that this textbook be adopted by the Governing Board so we establish it as the core curriculum for the course. This would enable us to formally request that more copies can be purchased to meet growing interest in the course. We would also like to set the stage for purchasing an updated version of the textbook. The 8th edition was published in 2007, and there have been significant changes to issues relating to human psychology since then.

Student Impact:

AP Psychology has a projected roster of 54 students (two sections) for the 2021-2022 academic year.

SPSA/LCAP Goal Alignment

#1 Student Achievement

#2 At-Promise Students

Monitor Progress and Success

Student performance in the College Board AP Psychology exam will provide an indicator that the curriculum provided by the text is appropriate. The growth of students from sub-groups taking the course will illustrate our ongoing goal of having the quantity of students taking AP courses representative of our whole site population.

FISCAL ANALYSIS

Our Social Studies book adoption process should begin during the 2021-2022 academic year when an updated edition of the textbook can be purchased. Quotes for this type of purchase are not provided since we only seek approval for adoption. Once we engage in a Social Studies adoption, we will proceed with purchase.

RECOMMENDATION

It is recommended to approve AP Psychology textbook adoption for implementation during the 2021-2022 school year for Half Moon Bay High School.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
Andrew Boysen, Assistant Principal, Half Moon Bay High School
CATEGORY: Consent/Action
ITEM TITLE: Approval of Building Construction and Trades Textbook Adoption

BACKGROUND INFORMATION

Half Moon Bay High School (HMBHS) has completed a formal Career and Technical Education (CTE) pathway with the Building Trades and Construction sector and will offer all three levels--beginning, intermediate, and advanced--for students during the 2021-2022 academic year. All these courses are A-G approved. An updated text is needed for this pathway. The text *Modern Cabinet Making* [5th ed.], being requested is so comprehensive that it will be used by all three levels and give progressive curriculum that builds upon prior knowledge. See this link for more information about the text.

Student Impact:

All grade levels may take these courses. For the 2021-2022, there are 88 students taking this course. We expect growth of this program since most of these students are taking the introductory course and the program is being promoted at Cunha Intermediate. Over the years female participation has grown to nearly 50% of the students and our Latinx population are the majority of students.

SPSA/LCAP Goal Alignment

#1 Student Achievement
#2 At-Promise Students

Monitor Progress and Success

Our CTEIG, Perkins, and Strong Workforce grants all require extensive data collection and reporting. Much of this data will provide details about completers and other essential information about our subgroups.

FISCAL ANALYSIS

The online subscription is for a 6 year period. The total cost is $234.40.

RECOMMENDATION

It is recommended that our CUSD Governing Board approve the adoption of the curriculum, *Modern Cabinet Making* [5th ed.], to support our Building, Trades, and Construction CTE pathway.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Certificated Personnel Report

BACKGROUND:

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

1. OFFER OF EMPLOYMENT FOR 2021-2022

David Badet, Mathematics Teacher, Half Moon Bay High School effective August 9, 2021.

Molly Ballard, Elementary Teacher, Farallone View Elementary School, effective August 9, 2021.

Melinda McCabe, Elementary Teacher, El Granada Elementary School, effective August 9, 2021.

Sydney Mohr, Elementary Teacher, El Granada Elementary School, effective August 9, 2021.

2. RESIGNATION

Caleb Hartman-Pickens, English Teacher, Cunha Intermediate School, effective June 4, 2021.

Maria Skinner, Elementary Immersion Teacher, Hatch Elementary School, effective July 10, 2021.

Ramlin Younan, School Psychologist, Hatch Elementary School, effective June 18, 2021.

FISCAL ANALYSIS

Financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Classified Personnel Report

BACKGROUND INFORMATION

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

1. OFFER OF EMPLOYMENT FOR 2020-2021 SCHOOL YEAR

Martin Ahumada, Custodian II, Multiple Sites, Maintenance Department, effective July 1, 2021.

Adan Gamez, Custodian II, Multiple Sites, Maintenance Department, effective July 1, 2021.

Jonathan Valencia, Food Service Assistant II, Hatch Elementary School, effective August 12, 2021.

2. RESIGNATION

Claudia Velazquez, Clerical Assistant III, District Office, effective August 6, 2021.

FISCAL ANALYSIS

Financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Martha Ladd, Director of Educational Support Services
Jason Owens, Director Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Job Description: Specialized Program Coordinator: Medical Health

BACKGROUND INFORMATION

The District previously developed a job description and salary schedule for a Specialized Program Coordinator. This job description outlines Specialized Program Coordinator requirements, duties, responsibilities, and skills specific to a program coordinator for the District's medical health programs and the coordination of the District's medical health safety programs.

FISCAL ANALYSIS

The cost of this position will be budgeted as part of our district response to the health needs of students.

RECOMMENDATION

Approve job description as submitted.

Cabrillo Unified School District
Half Moon Bay, CA 94019
Job Description

Specialized Programs Coordinator: Medical School Health

Basic Function: Under the direction of the Assistant Superintendent or designee, provide leadership and support of District-wide health services and strengthen and facilitate the educational process by improving and protecting the health status of children primarily by aiding in the prevention of illness and disability, early detection and correction of health problems and response to health crises. Coordinate, plan, and implement health-related services for students PreK-12th grade.

Work Schedule: 210 days/fiscal year

Education & Experience:

- Completion of a Bachelor's degree
- Valid State of California RN License
- Possession of a valid California School Nurse Services Credential
- Audiometrist Certificate
- Preferred Master's degree
- Possession of a valid California Driver's License
- Current/valid CPR/AED certificate

Representative Duties:

- Present updates to the Governing Board, parents and community as necessary.
- Develop, implement and assist in the training and clinical supervision of the School Health Team.
- Consult with school sites and or attend site-based meetings as requested by the student support team
- Provide professional learning for nurses, health technicians and other staff supervising the health office.
- Develop clear systems of monitoring service provision, data collection, and evaluation of nursing services.
- Develop Medical Health Intervention and Support Plan as it relates to the District's Multi-Tiered Systems of Support (MTSS) framework.
- Conduct immunization programs pursuant to California Education Code, Section 49403, of the California Code of Regulations per the board policy.
- Assess and evaluate the health and development status of students.
- Review cumulative health records to identify students' health needs and develop appropriate health plans.
- Plan and implement state mandated vision/hearing screenings.

- Design and implement individual student health maintenance plans, incorporating plans directed by the health care provider.
- Make appropriate referrals to community resources.
- Interpret medical and health findings appropriate to a students Individualized Education Plan (IEP) or 504 plan and integrate appropriate accommodations to student IEP or 504 plan.
- Consult and provide, clarification, training and resources to classroom teachers, other school staff, families in Health Instruction Curriculum, school adjustment services, student health related accommodations and services.
- Support the Home Hospital Program.
- Serve on medical health related committees as required or directed.
- Develop and maintain and publish program metrics and data as needed or required.
- Develop protocols and procedures in support of student health initiatives at District and Site levels.
- Collaborate with interdisciplinary teams and community partners.
- Perform other duties as assigned.

Knowledge, Skills and Abilities

- Ability to effectively apply nursing knowledge and demonstrate proper techniques and skills in performing nursing duties; accurately observe and record symptoms, behaviors and reactions.
- Maintain accurate records and prepare reports.
- Maintain patient confidentiality and privacy in compliance with applicable state and federal laws and regulations.
- Valid California driver's license.
- Basic computer literacy.
- Willingness and ability to respond to crisis situations.
- Demonstrate the necessary attitudes, knowledge and skills to deliver culturally competent services and work effectively in cross-cultural situations.
- Demonstrate flexibility, meet deadlines and establish priorities in a frequently fast-paced work environment.
- Work independently.
- Prepare and deliver effective written and oral presentations as well as communicate effectively orally and in writing.
- Dexterity of hands and fingers to operate a computer and office equipment, sitting or standing for extended periods of time, hearing and speaking to exchange information on the telephone or in person, vision to read documents, reaching horizontally and above the shoulders to retrieve files and supplies and lifting objects weighing up to 20 pounds.

*Pending CUSD Board approval

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Martha Ladd, Director of Educational Support Services
Jason Owens, Director Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of Job Description: Specialized Program Coordinator: Mental Health

BACKGROUND INFORMATION

The District previously developed a job description and salary schedule for a Specialized Program Coordinator. This job description outlines Specialized Program Coordinator requirements, duties, responsibilities, and skills specific to a program coordinator for the District's mental health programs and the coordination of the District's School Link Services program.

FISCAL ANALYSIS

The cost of the new position will be budgeted as part of our response to health needs for students.

RECOMMENDATION

Approve job description as submitted.

Cabrillo Unified School District
Half Moon Bay, CA 94019
Job Description

Specialized Programs Coordinator: Mental Health

Basic Function: Under the direction of the Assistant Superintendent or designee, plan, organize, coordinate and implement the educational services, training activities, instructional resources, compliance and support functions of Mental Health Services and Social Emotional Learning via the School Link Services program and other related initiatives. Provide organizational and intervention support to schools.

Work Schedule: 210 days/fiscal year

Education & Experience:

- Master's degree in mental health field from an accredited college or university required.
- Registered with the California Board of Behavior Sciences as a licensed MFT/MSW/LPCC with the ability to provide Clinical Supervision to trainee and associates accruing hours towards licensure.
- Minimum 5 years experience working with children/families in a school setting

Representative Duties:

- Present updates to the Governing Board, parents and community as necessary.
- Provide updates to the Local Control Accountability Plan and other district reporting needs.
- Develop Mental Health Intervention and Support Plan as it relates to the District's Multi-Tiered Systems of Support (MTSS) framework.
- Monitor District Coordination of Service Teams (COST).
- Manage program grants i.e. MHSSA.
- Provide clinical supervision of graduate and post graduate interns.
- Assist in the hiring of staff for the School Link Services program.
- Support the principals with respect to COST, Student Study Teams and Positive Behavior Intervention and Support programs.
- Help plan, implement, coordinate and provide training and professional development activities for faculty, staff, and administrators concerning Social Emotional Learning, mental health and staff wellness.
- Manage community partner relationships (related to SEL, mental health and intervention) at the district and school site level.
- Coordinate SEL programs from elementary to secondary schools.
- Make appropriate referrals to community resources.
- Develop parent engagement resources and outreach plan.

- Serve on mental health committees as required or requested.
- Ensure program compliance.
- Develop and monitor the District's SEL programs for all students.
- Collaborate with Associate Superintendent or designee and Principals regarding staff development needs.
- Develop, maintain and publish program metrics and data as needed or required.
- Perform other duties as assigned.

Knowledge, Skills and Abilities

- Knowledge of mental health and social welfare systems in California.
- Knowledge of theories, practices, strategies to increase positive school climate, social and emotional wellbeing of students and staff, and to reduce the impacts of trauma through the implementation of trauma informed educational practices.
- Valid California driver's license.
- Basic computer literacy.
- Willingness and ability to respond to crisis situations.
- Maintain client confidentiality and privacy in compliance with applicable state and federal laws and regulations.
- Demonstrate the necessary attitudes, knowledge and skills to deliver culturally competent services and work effectively in cross-cultural situations.
- Demonstrate flexibility, meet deadlines and establish priorities in a frequently fast-paced work environment.
- Work independently.
- Prepare and deliver effective written and oral presentations as well as communicate effectively orally and in writing.
- Dexterity of hands and fingers to operate a computer and office equipment, sitting or standing for extended periods of time, hearing and speaking to exchange information on the telephone or in person, vision to read documents, reaching horizontally and above the shoulders to retrieve files and supplies and lifting objects weighing up to 20 pounds.

School Link Services Program:

- Oversee School Link Services Program and budget.
- Manage data to track student progress and efficacy of implemented SEL programs.

*Pending CUSD Board approval

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: J Jesus Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of Excess Reserves and Disclosure (**CLARIFICATION & TYPO)**

BACKGROUND INFORMATION

At its June 24, 2021 Board meeting, the following memo was presented to the Board for discussion and to conduct a Public Hearing on Excess Reserves and Disclosure. A typo and misalignment of Fiscal Years occurred and is hereby clarified/rectified. **Please note in the body of this memo the now aligned and corrected typo highlighted in yellow which is consistent with the Approved Budget.**

Education Code section 42127 (a)(2)(B) requires the governing board of a school district proposing to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties to conduct a public hearing to provide all of the following for public review and discussion:

(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

REPORT/PROPOSAL

(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget are as follows:

2021-22	3%	or	$ 1,157,921
2022-23	3%	or	$ 1,185,199
2023-24	3%	or	$ 1,204,954

(ii) The combined unrestricted assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget are as follows:

2021-22	$ 5,096,807	12.42%
2022-23	$ 5,663,382	14.82%
2023-24	$ 5,691,883	14.55%

The table above should have read:

2021-22	**$ 5,663,382**	**14.82%**
2022-23	**$ 5,691,883**	**14.55%**
2023-24	**$ 5,635,510**	**14.17%**

(iii) Reasons for assigned and unassigned ending fund balance in excess of the minimum reserve for economic uncertainties include:

- Set aside for Basic Aid potential revenue instability in support of CUSD BP 3100.1

> *"The CUSD shall strive to maintain reserve funds to provide financial stability and to guard students and educators against service disruption in the event of unexpected temporary revenue shortfalls, or unpredicted one-time expenditures. The policy is also intended to set the reserve level to sustain CUSD strong credit ratings. The reserves are accumulated and maintained to provide stability and flexibility to respond to unexpected adversity and/or opportunities.*
>
> *The intent of the reserve policy is primarily to ensure that CUSD has sufficient liquidity to meet its financial obligations at all times without having to make abrupt mid-year expense reductions. The reserve policy gives the CUSD Board more latitude to smooth out revenue and expense volatility, allowing for consistent education levels during multi-year economic planning cycles. Upon achieving Community Funded/Basic Aid status, it is recommended that an incremental level of reserves be established to mitigate the higher volatility inherent in the Community Funded/Basic Aid funding model.*
>
> *1. The CUSD Board of Trustees directs the maintenance of no less than two months of general fund operating expenditures, or a 16 percent Unrestricted General Fund Reserve for Economic Uncertainty. CUSD believes that a reserve of this level is prudent to maintain a high bond rating and to protect from the effects of fluctuations in property tax revenues to which Community Funded/Basic Aid districts are vulnerable. The Unrestricted General Fund Reserve for Economic Uncertainty unassigned balances will be composed of two elements:*
>
> *a) The first element will be composed of a 3 percent Unrestricted Reserve for Economic Uncertainty, and will be categorized as basic reserve and will align to the level set by the State for the Unrestricted Reserve for Economic Uncertainty.*
>
> *b) The second element will be composed of a 13 percent Unrestricted Strategic Reserve for Economic Uncertainty.*
>
> *2. The total 16 percent Unrestricted General Fund Reserve for Economic Uncertainty will be achieved over a period of time by incrementally growing the unrestricted reserve.*
>
> *3. The Board intends to adjust its Unrestricted General Fund Reserve for Economic Uncertainty to align to a level comparable to other Community Funded/Basic Aid school districts."*

- 2021-22 Post-COVID CUSD reopening of schools uncertainties

FINANCIAL ANALYSIS

Increased reserves. Financial impact is detailed in the proposed 2021-2022 district budget.

RECOMMENDATION

Staff recommends that the Board increases and maintains the unassigned reserves to the levels adopted in BP 3100.1.

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 12, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Bid Award of the Preschool Complex Playground Project at Hatch Elementary School

BACKGROUND INFORMATION

The Board authorized administration to go out to bid for the Preschool Complex playground at Hatch. This bid covers the installation of a shade structure, playground equipment, fencing, and landscape. The purchase of the playground equipment and the shade structure was done separately.

Responsive Bidders:

Silicon Valley Paving Inc.	$443,000.00
Galeb Paving Inc.	$493,000.00
Golden Bay Construction	$608,033.30
Legion Contractors, Inc.	$643,000.00

FISCAL ANALYSIS

There is no financial impact to the General Fund. Bond funds will cover this expenditure.

RECOMMENDATION

Staff recommends that Silicon Valley Paving Inc. be awarded the job/bid with the lowest bid of $443,000. Silicon Valley Paving Inc. contractor's license was checked and found in good standing. In addition, the contractor's insurance was checked and found that they are registered with the State of California.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of New Construction Project – El Granada Elementary School

BACKGROUND INFORMATION

At its June 10, 2021 Board meeting, the Cabrillo USD Governing Board approved updated recommendations for Bond-Funded construction. Staff now presents for approval an *Agreement for Architectural Services between the Cabrillo Unified School District (CUSD) and Quattrocchi Kwok Architects, Inc for El Granada Elementary School New Construction Project, Phase One – New Two-Story Classroom Building and Site Development.*

FISCAL ANALYSIS

There is no financial impact to the General Fund. Funding for the projects will come from Bond funds.

RECOMMENDATION

Staff recommends that the Governing Board approves the agreement for the new building at El Granada Elementary School as presented.

AGREEMENT FOR ARCHITECTURAL SERVICES

CABRILLO UNIFIED SCHOOL DISTRICT

WITH

QUATTROCCHI KWOK ARCHITECTS, INC.

FOR

EL GRANADA ELEMENTARY SCHOOL
NEW CONSTRUCTION PROJECT, PHASE ONE – NEW ONE-STORY CLASSROOM BUILDING AND SITE DEVELOPMENT

August 12, 2021

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of August 12, 2021, between the Cabrillo Unified School District, a California public school district, ("District") and Quattrocchi Kwok Architects, Inc. ("Architect") (collectively "Parties"), for the following project ("Project"):

EL GRANADA ELEMENTARY SCHOOL
NEW CONSTRUCTION PROJECT, PHASE ONE –
NEW ONE-STORY CLASSROOM BUILDING AND SITE DEVELOPMENT

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

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other

costs, including design, construction, administration, and financing.

1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.

1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.

1.1.9. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.

1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.

1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.12. **District**: The Cabrillo Unified School District.

1.1.13. **DSA**: The Division of the State Architect.

1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee.

1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.

1.1.16. **Project**: El Granada Elementary School and New Construction Project, Phase One – New One-Story Classroom Building and Site Development at 400 Santiago Avenue, Half Moon Bay, CA 94019.

1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.18. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the

Agreement, and that are necessary for the design and completion of the Project.

1.1.19. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall render the Services described in **Exhibit "A**,**"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C**.**"**

2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.

2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.

2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.

2.4.1. Architect shall provide the design for the same, without limitation:

2.4.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

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

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

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

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA

requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related

to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work

with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Aaron Jobson

Project Director: Lyanne Schuster

Project Architect(s): To Be Determined

Major Consultants:

Electrical: O'Mahony & Myer Electrical Engineer

Mechanical: Costa Engineers

Structural: ZFA Structural Engineers

Civil: HMH Civil Engineers

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under

this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A**,**"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C**.**"** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A**,**"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

5.2. Architect shall complete all Services as described in **Exhibit "A**,**"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:

5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:

5.4.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget; or

5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

5.4.4. If the lowest responsive base bid exceeds Construction Cost Budget by less than ten percent (10%) and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be compensated as Extra Services, so long as the revision is not due to Architect's error or "no-value added" omission as defined below in section 6.4.

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

6.1.1. Based on a graduated percentage fee:

- 9% for the first $500,000 of computed cost
- 8.5% for the second $500,000 of computed cost
- 8% for the next $1 million of computed cost
- 7% for the next $4 million of computed cost
- 6% for the next $4 million of computed cost
- 5% in excess of $10 million of computed cost

6.1.1.1. "Computed cost" is the Construction Cost Budget until such time as bids have been received, whereupon it shall be the total award from the initial construction contract, until the final reconciliation of the actual construction costs, including approved contract change orders, subject to section 6.4 below.

6.1.1.2. Each phase of work for the modernization and new construction at El Granada Elementary School will be let as a separate construction contract and shall not be considered part of the computed cost for purposes of determining the Fee under this Agreement.

6.1.2. Consultants not included in the above percentage of construction fee schedule and separately invoiced include Landscape Architect, Fire Protection Engineer, Food Service and Acoustical Engineer. These Consultant services shall be compensated at direct cost plus five percent (5%).

6.1.3. Reimbursable items – printing, plotting, mileage, and shipping – shall be compensated at direct cost plus five percent (5%).

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or "no-value added" omissions (i.e. where there is an "error" that does not add value to the project or costs more than the work otherwise would have). Where an omission adds value to a project, and the owner did not pay for the omitted work the first time, the percentage fee is based on 85% of the change order cost.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior

written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

9.1. If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any

amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

9.3. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.5. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

9.6. If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

9.7. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than one (1) year, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the proportionate

percentage of Architect's fault as determined by a court of competent jurisdiction. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.4, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein, subject to Civil Code section 2782.8. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.

10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.

14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the

foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.

25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars ($1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars ($5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94109
ATTN: Chief Business Officer
EMAIL: contrerasj@cabrillo.k12.ca.us

Architect:

Quattrocchi Kwok Architects, Inc.
636 Fifth Street
Santa Rosa, CA 95404
ATTN: Aaron Jobson
EMAIL: aaronj@qka.com

With a Copy to:
Dannis Woliver Kelley
268 Bush Street #3234
San Francisco, CA 94104
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.

29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.

29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 31. Exhibits "A" through **"E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CABRILLO UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: _____

QUATTROCCHI KWOK ARCHITECTS, INC.

Date: _____, 20__

By: _____

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: El Granada Elementary School New Construction Project – Phase One

   New One-Story Classroom Building and Site Development as indicated in Master Plan drawings prepared by Quattrocchi Kwok Architects.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

   a. As-builts;

   b. Physical characteristics;

   c. Legal limitations and utility locations for the Project site(s);

   d. Written legal description(s) of the Project site(s);

   e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

   f. Adjacent drainage;

   g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

j. Surveys, reports, as-built drawings, record drawings; and

k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. EXCLUSIONS AND ASSUMPTIONS

The following items are excluded from Architect's Services under this Agreement as follows:

None.

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D. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

b. Review DSA codes pertaining to the proposed Project design.

c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

e. Administer Project as required to coordinate work with the District and among Consultants.

f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.

(ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.

(iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

(v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. **Presentation**

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. Site Plan;

c. revised Construction Cost Budget;

d. Schedule of Services;

e. meeting Reports/Minutes from the Kick-off and other meetings; and

f. renderings, if requested by District.

6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

E. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. **Architectural**

    a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

    b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

    c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

    d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

    e. Identify code requirements, include occupancy classification(s) and type of construction.

4. **Structural**

    a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

    b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

    a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.
(B) Main panels.
(C) Switch gear.

d. Provide design criteria to include the intent base of design for the Project.

e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

(i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

a. Construction Cost Budget as prepared for this Phase;

b. meeting reports/minutes;

c. Schematic Design Package with alternatives;

d. statement indicating changes made to the Architectural Program and Schedule; and

e. copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. **Presentation**

a. Architect shall present and review with the District the detailed Schematic Design.

b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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F. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. **Architectural**

   a. Scaled, dimensioned floor plans with final room locations including all openings.

   b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

   c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.

   d. Identification of all fixed equipment to be installed in Project.

   e. Interior finishes identified and located within the rooms of all buildings.

   f. Site plan completely drawn with beginning notes and dimensions including grading and paving.

   g. Preliminary development of details and large scale blow-ups.

   h. Legend showing all symbols used on drawings.

   i. Floor plans identifying all fixed and major movable equipment and furniture.

   j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

   k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

      (i) Light fixtures.

      (ii) Ceiling registers or diffusers.

      (iii) Access Panels.

2. **Structural**

   a. Structural drawings with all major members located and sized.

   b. Establish final building and floor elevations.

   c. Preliminary specifications.

d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

b. Major mechanical equipment should be scheduled indicating size and capacity.

c. Ductwork and piping should be substantially located and sized.

d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.

e. Devices in ceiling should be located.

f. Legend showing all symbols used on drawings.

g. More developed Outline Specifications indicating quality level and manufacture.

h. Control Systems identified.

i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

b. All major electrical equipment should be scheduled indicating size and capacity.

c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.

d. Legend showing all symbols used on drawings.

e. More developed and detailed Outline Specifications indicating quality level and manufacture.

f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

(i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

a. Design Development drawing set from all professional disciplines necessary to deliver the Project;

b. Specifications;

c. revised Construction Cost Budget; and

d. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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G. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. **Construction Documents ("CD") 50% Stage:**

   a. **General**

      Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

   b. **Architectural**

      (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

      (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

      (iii) Architectural details and large blow-ups started.

      (iv) Well-developed finish, door, and hardware schedules.

      (v) Site utility plans started.

      (vi) Fixed equipment details and identification started.

      (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

   c. **Structural**

      (i) Structural floor plans and sections with detailing well advanced.

      (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

      (iii) Completed cover sheet with general notes, symbols and legends.

   d. **Mechanical**

      (i) Mechanical calculations virtually completed with all piping and ductwork sized.

      (ii) Large scale mechanical details started.

(iii) Mechanical schedule for equipment substantially developed.

(iv) Complete design of Energy Management System ("EMS").

e. **Electrical**

(i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

(ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

(iii) All electrical equipment schedules started.

(iv) Special system components approximately located on plans.

(v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. **Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment,

workmanship, quality and performance criteria required for the construction of the Project.

(i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

(ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iii) Specifications shall be in CSI format.

i. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) working drawings;

(ii) Specifications;

(iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

(iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

(i) Completed site plan.

(ii) Completed floor plans, elevations, and sections.

(iii) Architectural details and large blow-ups completed.

(iv) Finish, door, and hardware schedules completed, including all details.

(v) Site utility plans completed.

(vi) Fixed equipment details and identification completed.

(vii) Reflected ceiling plans completed.

b. **Structural**

(i) Structural floor plans and sections with detailing completed.

(ii) Structural calculations completed.

c. **Mechanical**

(i) Large scale mechanical details complete.

(ii) Mechanical schedules for equipment completed.

(iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

d. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time,

Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) working drawings;

(ii) Specifications;

(iii) engineering calculations;

(iv) Construction Cost Budgets;

(v) statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

(vii) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. **Construction Documents Final Back-Check Stage:**

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

(i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. Architect shall update and refine the Consultants' completed Contract Documents.

d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

H. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.

3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.

4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6. Attend bid opening.

7. Coordinate with Consultants.

8. Respond to District and potential bidder questions and clarifications.

9. Deliverables and Number of Copies

   Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

   a. meeting report/minutes from the kick-off meeting;

   b. meeting report/minutes from the pre-bid site walk; and

   c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

I. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

2. **Construction Oversight and Project Certification Process**

   a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

   b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.

   c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.

   d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

   e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.

   f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.

   g. Architect shall respond to DSA field trip notes as necessary.

   h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

   i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. **Change Orders**

a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. **Submittals**

a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response.

This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work**. On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.

7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in .pdf format only – CADD and/or BIM drawings are not required, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

   > These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

a. meeting report/minutes from the kick-off meeting;

b. observation reports; and

c. weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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J. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:

   a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

   b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.

   c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

   d. Architect shall respond to the DSA "90-day" letter.

   e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.

   f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.

   g. Architect shall review and prepare a package of all warranty and O&M documentation.

   h. Architect shall organize electronic files, plans and prepare a Project binder.

   i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.

2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

   a. punch list; and

   b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

   During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

K. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

   a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.

   b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

   c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

   d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. **Meetings During Project Initiation Phase**

   a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:

      (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

      (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

      (iii) During this meeting, Architect shall:

         (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

         (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

         (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. **Initial Site Visits**

   a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. **Meetings During Architectural Program**

   a. Architect shall conduct site visit/meeting(s) with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

   b. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. **Meetings During Schematic Design Phase**

   a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct design workshop(s) with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

      (i) Architect shall designate its team member duties and responsibilities.

      (ii) Architect and District shall review District goals and expectations.

      (iii) District shall provide input and requirements.

      (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

      (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

      (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

   b. Architect shall participate in meeting(s) as requested by District.

7. **Meetings During Design Development Phase**

   a. At the time designated for completion of the Design Development package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

      (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

   b. **Value Engineering Workshop**

      (i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

8. **Meetings During Construction Documents Phase**

   a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.

   b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.

      (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

   c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meeting(s), per package or submittal, with the District to review the following:

      (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

      (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. **Meetings During Bidding Phase**

   a. Attend and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.

b. Conduct kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. **Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)**

    a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

    b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.

    c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. **Governing Board Meetings**

    Architect acknowledges that the District's Governing Board must approve all designs. Architect shall, at the District's direction, attend District Governing Board meeting(s) and present the Architect's design to the District's Governing Board for review and approval.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**

B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A**." Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A**,**"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.

C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

E. Providing services made necessary by the default of Contractor(s).

F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal:	$240
Project Manager/Associate Director:	$225
Project Architect/Designer:	$220
Job Captain:	$210
Construction Administration Project Manager:	$220
Assistant Construction Administration Project Manager:	$200
Interior Designer:	$220
CADD/Drafting/BIM Modeler:	$195
Construction Administration Project Coordinator:	$185
Clerical:	$135
Consultants:	105% consultants' billed hourly rates

I. The mark-up on any approved reimbursable expenses – printing, plotting, mileage, and shipping – of Extra Services shall not exceed five percent (5%).

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

B. Architect shall complete Services required under the Development of Architectural Program section within **TBD calendar days** after written authorization from the District to proceed.

C. Architect shall complete Services required under the Schematic Design Phase within **TBD calendar days** after written authorization from District to proceed.

D. Architect shall complete Services required under the Design Development Phase within **TBD calendar days** after receipt of a written authorization from District to proceed.

E. Architect shall complete Services required under Construction Documents Phase within **TBD calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.

1. 50% Submittal Package **TBD calendar days**
2. 100% Submittal Package **TBD calendar days**
3. Final Contract Documents after Final Back-Check Stage **TBD calendar days**

F. The durations stated above include the review periods of **TBD calendar days** required by the District.

G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A**,**"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B**,**"** there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	**Phase Amount**
Pre-Design/Architectural Program Development Phase	2.5%
Schematic Design Phase	10%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA	35%
Approval by DSA	5%
Bidding Phase	2%
Construction Contract Administration Phase	23%
Close Out Phase, including punch list, M&O Documents, and receipt of DSA Close Out, including DSA approval of the final set of Record Drawings	5%
TOTAL BASE COMPENSATION	**100%**

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

   a. **Pre- Design/Architectural Program Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

   b. **For Schematic Design Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

   c. **For Design Development Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

   d. **For Construction Documents Phase:**

      Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

   e. **For Bidding Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

   f. **For Construction Contract Administration Phase:**

      Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

   g. **For Close Out:**

      Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.

B. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** Five million dollars ($5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability, Any Auto**. Four million dollars ($4,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability**. For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

4. **Employers' Liability**. For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

5. **Professional Liability**. This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Three Million Dollars ($3,000,000) aggregate limit subject to no more than Seventy-Five Thousand Dollars ($75,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

C. The District reserves the right to modify the limits and coverages described herein.

D. Deductibles and Self-Insured Retention: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds seventy-five thousand dollars ($75,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or

2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and

2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

END OF EXHIBIT

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 12, 2021
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Approval of Regular and Special Governing Board Meetings Minutes

BACKGROUND INFORMATION

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

REPORT/PROPOSAL

The unadopted minutes of the June 124, 2021 Regular Governing Board Meeting and the June 25, 2021 Special Governing Board Meeting are included in this Board packet for consideration.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

Governing Board Meeting Agenda

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session: Thursday, June 24, 2021 • 6:00 PM • Via Zoom: https://cabrillok12.zoom.us/j/99135905009

Board Members Present:	Ms. Lizet Cortes, President Ms. Mary Beth Alexander, Vice President Ms. Freya McCamant, Clerk to the Governing Board Ms. Sophia Layne, Member Ms. Kimberly Hines, Member
Administrators Present:	Dr. Sean McPhetridge, Ed.D., Superintendent Dr. Leticia Bhatia, Ed.D., Assistant Superintendent Mr. J. Jesús Contreras, Chief Business Officer

1. CALL TO ORDER

a. Public Session – 6:01 PM – Welcome

1. Roll Call / Quorum

Ms. Lizet Cortes, President
Ms. Mary Beth Alexander, Vice President
Ms. Freya McCamant, Clerk to the Governing Board
Ms. Sophia Layne, Member
Ms. Kimberly Hines, Member

2. Pledge of Allegiance

President Lizet Cortes led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Motion to approve the agenda, as presented, was made by Member Freya McCamant and seconded by Member Kimberly Hines.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-81) Passed 5-0

3. COMMUNICATIONS

a. Public Comments

Claudia Lunstroth, CUTA member, said she is looking forward to a new school year of mutual respect and collaboration. Lunstroth also said teachers are looking forward to hearing the safety plan and guidelines for the next school year.

Written Comments. The Board received zero (0) comments via the Google Public Comment Request form related to this agenda item.

b. Employee Organizations Report

1. CUTA Representatives

CUTA Representative Kathleen Wall said CUTA is looking forward to meeting in early August to bargain. Wall said CUTA hopes that the bargain is straightforward and swift. Wall also spoke about the budget report that will be presented tonight and the budget reserve recommendation. Wall said this percentage is above the percentage recommended by the state. Wall asked the Board to consider adopting a resolution similar to a neighboring school district affirming a commitment to bring salary schedules to the county's top ten percent of non-basic aid school districts.

2. CSEA Representatives

None.

c. Board Members Report

Member Kimberly Hines shared that she is excited that the district is at a point where they can wrap up this year and look forward to the new year. Member Hines said part of looking forward to next year is getting past the last two years of budget cuts and finally reaching an agreement. Member Hines acknowledged she did not agree to the 17 percent reserve and said she hopes that the Board considers the things left undone going forward. Lastly, Member Hines noted that in respect to equity, it is important to not only pay attention to salaries and facilities but to have a rich-rounded experience for students.

Member Freya McCamant said she reiterates teachers' comments about mutual respect and collaboration and said this is important as the district moves forward. Member McCamant noted the Board would look at the budget later tonight and will continue throughout the year. To end the report, Member McCamant shared that she attended the Agriculture Boosters Meeting, and she said it was interesting to hear about agricultural programs and plans for expansion.

Member Sophia Layne said the summertime is a great opportunity for everybody, no matter the role in the school community, to take a break, recharge, and come back to a new school year collaborating with a refreshed mindset and with a student-centered approach. Member Layne said she would like to see conversations in the upcoming weeks around how to make the first months of school restorative, acknowledging the pain and challenges students experienced. Lastly, Member Layne shared that a great resource is a report called Reimagine and Rebuild: Restarting School with Equity at the Center; and she said the report outlines principles that help schools put students first in an equitable way.

Member Mary Beth Alexander said she is impressed by tonight's Board packet and all the work done. Member Alexander also said she is excited to hear from the district administrators on everything they have been doing.

President Lizet Cortes congratulated Chief Business Officer Jesus Contreras on his birthday and said the district is fortunate to have such a humble and knowledgeable person in this important role. Lastly, President Cortes commended Assistant Superintendent Leticia Bhatia, Chief Business Officer Jesus Contreras, and Superintendent Sean McPhetridge for creating and supporting an excellent summer school program.

d. Superintendent Report

Superintendent Dr. Sean McPhetridge said the district is looking forward to a full return to school and that although OSHA guidelines and the Pandemic Recovery Framework are currently being updated, it is expected that masks and physical distancing will be required. Superintendent McPhetridge also

commented that the district might be required to continue testing and symptom checking. Superintendent McPhetridge shared that the district had a vaccine event at the Half Moon Bay High School and that community organizations are hosting local vaccine events. Superintendent McPhetridge said he hopes more youth 12 and above will take advantage of this opportunity if they so choose.

Superintendent McPhetridge expressed that he also shares the value for respect and collaboration and that district leaders will continue to invite CUTA and CSEA representatives to meet. Superintendent McPhetridge stated that the budget presented tonight is not at final stage as the legislature and the governor are still finalizing it and that the district will present updates at future meetings.

To end, Superintendent McPhetridge said that the district is looking forward to maximizing student time, providing extended learning opportunities, and creating a family-friendly district.

4. CONSENT AGENDA

a. Adoption of Credit Recovery Curriculum: Half Moon Bay High School and Pilarcitos High School
b. Approval of the Certificated Personnel Report
c. Approval of Donations to Cabrillo Unified School District
d. Approval of the 2021-2022 Consolidated Application
e. Approval of MOU between Hazel Health and CUSD
f. Authorization to Bid the Pre-K Complex Project at Hatch Elementary School
g. Approval of the Bid Award for Cunha Intermediate School Water Intrusion Project
h. Approval of Architect Pool for Construction Projects
i. Approval to Purchase Laptops to Replace HMBHS Science Department Obsolete Devices
j. Approval of Quarterly Report on Williams Uniform Complaints (Education Code §35186)
k. Approval of Regular and Special Governing Board Meetings Minutes

Motion to approve consent items was made by Member Mary Beth Alexander and seconded by Member Sophia Layne.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-82) Passed 5-0

5. GENERAL BUSINESS

a. Medical Health Services – Student and Staff Safety and Wellbeing

Martha Ladd, Director of Educational Support Services and Susan Vana, District Nurse, presented a report on the District's Medical Health Services.

b. CUSD Technology Update

Randy Rudolph, Director of Technology, presented an update and overview of how the Instructional Technology Department (IT) this past year supported various new instructional modes, improved the installed capacity of software and hardware, and provided communications infrastructure for the community.

c. Approval of 2021-24 Local Control Accountability Plan and 2020-21 Local Control Accountability Plan Local Indicator Report

Motion to approve the 2021-24 Local Control Accountability Plan and 2020-21 Local Control Accountability Plan Local Indicator Report was made by Sophia Layne and seconded by Member Freya McCamant.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-83) Passed 5-0

d. Adoption of the Budget Overview for Parents

Motion to adopt the Budget Overview for Parents was made by Kimberly Hines and seconded by Member Mary Beth Alexander.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-84) Passed 5-0

e. Approve CUSD Budget for the Fiscal Year 2021-22

Motion to approve the CUSD Budget for the Fiscal Year 2021-22 was made by Mary Beth Alexander and seconded by Member Kimberly Hines.

At 9:51 PM, President Cortes requested a motion to continue past the 10:00 PM curfew. Member Sophia Layne seconded the motion.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-85) Passed 5-0

ROLLCALL FOR ITEM 5.E
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-86) Passed 5-0

f. Public Hearing on Excess Reserves and Disclosure

At 9:52 PM, President Cortes opened the Public Hearing on Excess Reserves and Disclosure. Having no comments, the public hearing was closed at 9:52 PM.

g. Adopt Fiscal Year-End Resolution No. 10-21, Appropriating Ending Balance to a Reserve

Motion to adopt the Fiscal Year-End Resolution No. 10-21, Appropriating Ending Balance to a Reserve was made by Kimberly Hines and seconded by Member Mary Beth Alexander.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-87) Passed 5-0

h. Approval of Chief Business Officer Senior Management Contract for the 2021-22 and 2022-23 School Years

Motion to approve the Chief Business Officer Senior Management Contract for the 2021-22 and 2022-23 School Years was made by Member Mary Beth Alexander and seconded by Sophia Layne.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-88) Passed 5-0

i. Approval of Assistant Superintendent of Curriculum and Instruction Senior Management Contract for the 2021-22 and 2022-23 School Years

Motion to approve the Assistant Superintendent of Curriculum and Instruction Senior Management Contract for the 2021-22 and 2022-23 School Years was made by Member Kimberly Hines and seconded by Freya McCamant.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-89) Passed 5-0

j. Approval of Superintendent Senior Management Contract for the 2021-22 School Year

Motion to approve the Superintendent Senior Management Contract for the 2021-22 School Year was made by Member Mary Beth Alexander and seconded by Sophia Layne.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-90) Passed 5-0

8. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by Member Sophia Layne and seconded by Member Kimberly Hines.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – aye
Ms. Freya McCamant, Clerk to the Governing Board – aye
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-91) Passed 5-0

The meeting was adjourned at 10:11 PM

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Ed.D., Secretary to the Governing Board

Certified by:

_____ _____

Freya McCamant
Clerk to the Governing Board
Cabrillo Unified School District

Date

Special Governing Board Meeting – Closed Session

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Closed Session: Friday, June 25, 2021 • 9:00 AM

Via Zoom: https://cabrillok12.zoom.us/j/99135905009 (For public comments on Closed Session items only)

Board Members Present: Ms. Lizet Cortes, President
Ms. Mary Beth Alexander, Vice President
Ms. Freya McCamant, Clerk to the Governing Board
Ms. Sophia Layne, Member
Ms. Kimberly Hines, Member

Administrators Present: Dr. Sean McPhetridge, Ed.D., Superintendent

1. CALL TO ORDER – 9:01 AM

Roll Call / Quorum

Ms. Lizet Cortes, President
Ms. Mary Beth Alexander, Vice President
Ms. Freya McCamant, Clerk to the Governing Board
Ms. Sophia Layne, Member
Ms. Kimberly Hines, Member

a. Public Comments on Closed Session Topics

None.

b. Adjourn to Closed Session – 9:01 AM

c. Reconvene to Open Session – 12:21 PM

1. Closed Session Report: If Applicable

President Lizet Cortes reported no action was taken in Closed Session.

5. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by Member Kimberly Hines and seconded by Member Sophia Layne.

ROLLCALL
Ms. Lizet Cortes, President – aye
Ms. Mary Beth Alexander, Vice President – Not present for Adjournment
Ms. Freya McCamant, Clerk to the Governing Board – Not present for Adjournment
Ms. Sophia Layne, Member – aye
Ms. Kimberly Hines, Member – aye

(M-92) Passed 3-2

The meeting was adjourned at 12:22 PM.

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Ed.D., Secretary to the Governing Board

Certified by:

_____ _____

Freya McCamant
Clerk to the Governing Board

Date

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 12, 2021
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Proclamation Endorsing September 15, 2021 to October 15, 2021 as Hispanic Heritage Month

BACKGROUND INFORMATION

This year the Board of Education again 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 to be 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 Hispanic Heritage Month to honor and celebrate the culture and contributions made by Hispanics and Latinos to this nation.

FISCAL ANALYSIS

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

RECOMMENDATION

Adopt Proclamation Endorsing September 15, 2021 to October 15, 2021 as Hispanic Heritage Month.

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 still reaching for the American dream today, Hispanics and Latinos 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, and Latinx individuals represent a wide range of nationalities and backgrounds, including Mexican, Puerto Rican, South American, Central American, or other cultures or origins regardless of race; and

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

WHEREAS, this year's theme is "Esperanza: A Celebration of Hispanic Heritage and Hope;" and

WHEREAS, the huge and significant impact of Hispanic and Latino cultures and their centuries-old traditions are manifested in the achievements, customs, and laws of this state and nation; and

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

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

WHEREAS, right here on the Coastside in 2020 we saw historic achievements with Lizet Cortés becoming the first Mexican-born President of the CUSD Governing Board and with Joaquín Jiménez being elected as the first Mexican-born member of the Half Moon Bay City Council; and

WHEREAS, California Education Code Section 51204.5 calls for instruction in the social sciences to include the study of 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 the majority of Cabrillo Unified School District's students;

NOW, THEREFORE, BE IT RESOLVED that the Cabrillo Unified School District Governing Board hereby recognizes, honors, and celebrates the many contributions, heritage, and history of Hispanics, Latinos, Latinas, and Latinx people during our annual commemoration and proclamation of Hispanic Heritage Month; and

FURTHERMORE, BE IT RESOLVED that the Cabrillo Unified School District Governing Board hereby supports display of banners at every school site to help students understand the importance of Hispanic Heritage Month.

REGULARLY PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 12th day of August, 2021, 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

Certified by:

_____
Freya McCamant
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

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 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
Debbie Silveria, Summer School Lead Coordinator
CATEGORY: Presentation
ITEM TITLE: Update on Summer School 2021

BACKGROUND INFORMATION

This memo seeks to present an overview of our Summer School 2021 programs: Extended School Year, Migrant Education (Preschool), Big Lift Inspiring Summers, Elementary Intervention/Enrichment, Middle School Intervention/Enrichment, and High School Credit Recovery.

FISCAL ANALYSIS

There will be minimal and indirect financial impact to the General Fund. The state provides limited funding for classes for secondary students at risk of retention or not passing the high school exit exam. We will use these funds, as well as unrestricted general fund dollars, to fund the high school credit recovery summer programs listed above. Big Lift Inspiring Summers will be funded by a First 5 and Silicon Valley Community Foundation grant of $99,003. The Migrant Education program will be funded with federal Migrant Education funds. ESY programs are funded through district general fund. The Elementary and Middle School Intervention/Enrichment programs will be mainly funded through federal categorical programs (Title I and Title III) and Local Control Accountability Plan (LCAP) Supplemental and Base funds. At this time, we estimate approximately $250,000 to support the 2021 Summer Programs. Please note an approximate 80% of these funds will be coming from private, state, and federal grants. Depending on enrollment and teacher availability for summer school employment, the remaining 20% of these funds will be used from LCAP Supplemental and Base funds.

RECOMMENDATION

This item is presented for information only.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Summer School 2021 Overview

August 12, 2021

Board Presentation

Agenda

1. Overview of Summer 2021
    a. Big Lift Inspiring Summer Program
    b. STEAM Program
    c. Migrant Education Program
    d. Extended School Year (ESY) Program
    e. High School Summer Program
2. Questions/Comments

Overview: 535 students served

PROGRAM	STUDENTS	STAFF	SUPPORTED BY Partner Organizations
RK-3-BIG LIFT	112	8	18 SMC Library Facilitators
R4-8-STEAM	150	10	12 Facilitators Champions, Catholic Charities, Global Kindness Initiative
Credit Recovery (HMBHS/Pilarcitos)	195	5	
Physical Education	24	1	
Bridge Math/ELA	28	2	
ESY	26	3	7 Paraprofessionals
Migrant	120	1	

Big Lift Program

Hatch Elementary School



Reading Time













The Heal Project










THE BIG LIFT



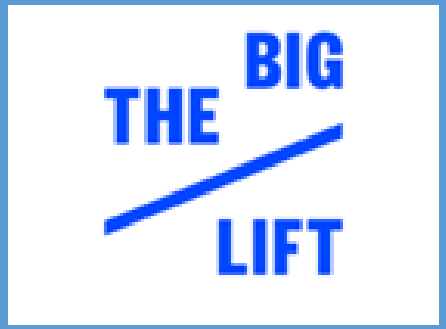







Afternoon: San Mateo County Libraries Science, Technology, Engineering, Art, Math, Mindfulness and Literacy

Big Lift Closing Ceremony Schedule



Click on the class below to view their performance.

- Zoom, Zoom, Zoom Rising K – C3 Leslie Marx
- 5 Little Monkeys Rising K – C9 Pauline Shue
- Zoophonics performed by Rising K classes
- Celebration Song Rising– C5 Ashley Dean
- The Perfect Bubble Rising 1st – C10 Brittany Tackett
- Superhero Skit Rising 2nd – C7 Maria Magtanong
- Macarena Rising 2nd – C8 Samuel Bishop
- Scholar Pledge Rising 3rd – A10 Jessica Jallen
- Chacha Slide Rising 3rd – A2 Samantha Kinneman

STEAM Program

Hatch Elementary & Cunha Intermediate

Overview 4th - 8th Graders: STEAM Academy

Partners:

4th Grade: Champions

5th - 7th Grade: Catholic Charities, BGCC

8th Grade: CUSD Staff supported by GKI, BGCC









Overview 4th - 8th Graders: STEAM Academy

Students Served:

150 Students
96.74% Attendance Rate

Focus of Program: STEAM

Science, Technology, Engineering, Art, & Mathematics



Overview 4th - 8th Graders: STEAM Academy









Overview 4th - 8th Graders: STEAM Academy

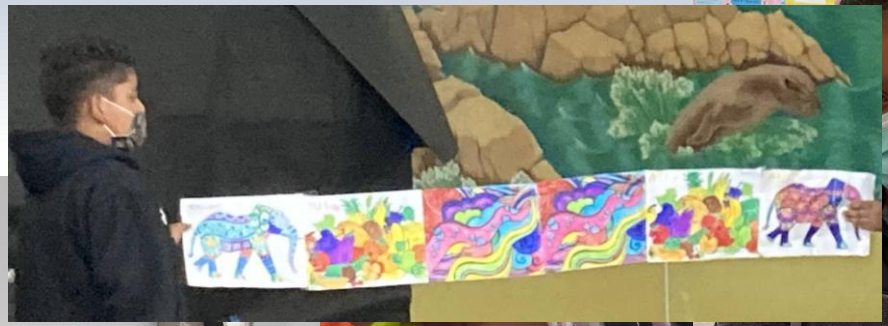




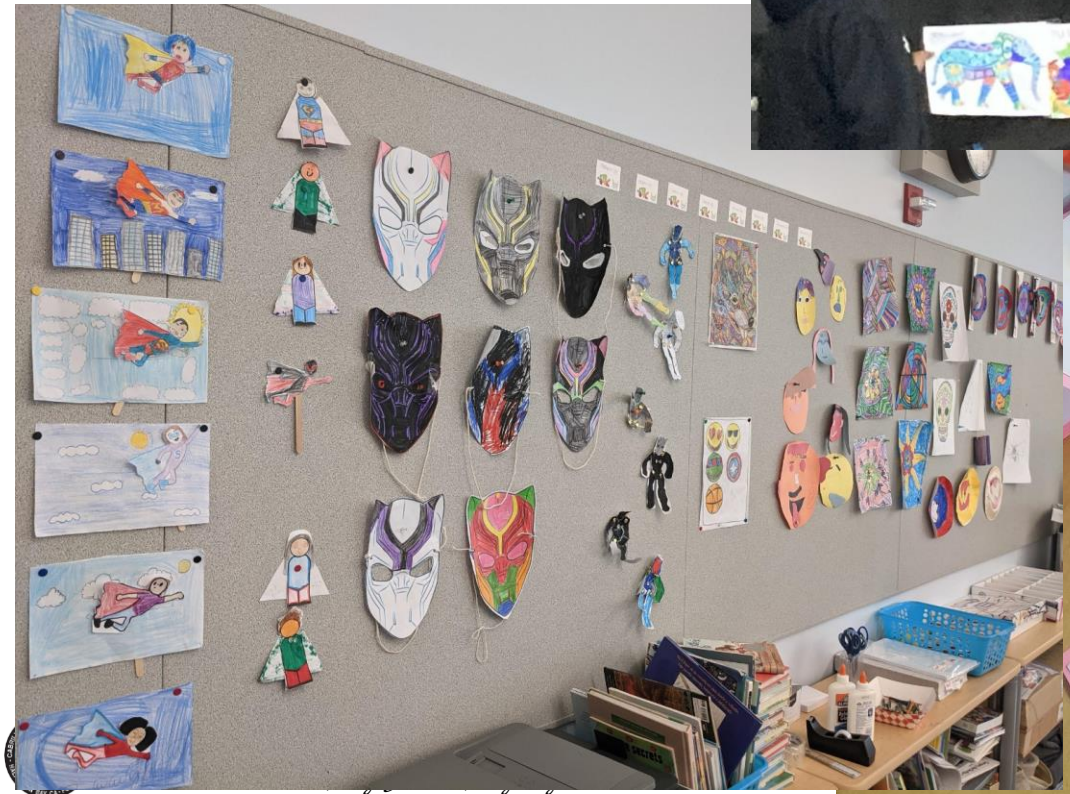




Overview 4th - 8th Graders: STEAM Academy











Overview 4th - 8th Graders: STEAM Academy











Overview 4th - 8th Graders: STEAM Academy









Migrant Program

June 14, 2021 - July 14, 2021

Overview Migrant Program

Total students served: 120

Backpack and School Supplies Distribution

Educational Field Trips to:

- Pier 39, Salinas, Oakland Zoo

Objectives of learning pod:

ELA 1.1 - Migrant students read at least 2 expository texts.
ELA 1.2 - Migrant students develop a piece of writing for at least 2 genres.

Overview Migrant Program







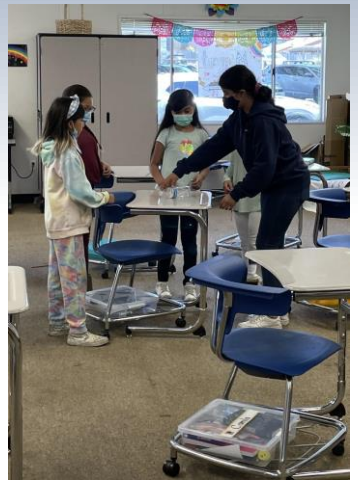




Overview Migrant Program














WELCOME TO
CUNHA INTERMEDIATE SCHOOL



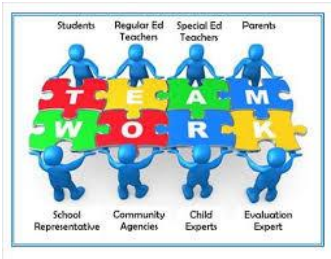
ESY Program

June 14, 2021 - July 9, 2021

ESY Defined

- Authorized under both federal (IDEA) and state law

- Special education and related services that:
  - ❖ Meet state standards
  - ❖ Are provided to a special education student beyond the district's normal school year
  - ❖ Are provided in accordance with student's IEP
  - ❖ Are provided at no cost to parents
  - ❖ Are provided only if IEP team determines that services are needed for student to receive FAPE.



ESY Staff

Special Education Staff

- 1 Preschool/K teacher and 2 Paraprofessionals
- 1 Elem. teacher 1-5 and 3 Paraprofessionals
- 1 Secondary teacher 6-12 and 2 Paraprofessionals
- Service Providers:
  - 1 Speech and Language Pathologist (SLP)
  - 1 Occupational Therapist (OT)
  - 1 Adapted Physical Education (APE) Specialist
  - 1 Vision Specialist; and
  - Behavior Management Therapist

Program Highlights

- Transportation - for all eligible students
- Program included core content work aligned to IEP goals
- Program included enrichment activities (art, music, movement)
- Food Service for all students
- Access to related services: Speech therapy, Occupational therapy, Adaptive Physical Education.
- All programs supported with District para-professionals

High School Program

Welcome / Check-in



Summer Bridge

Rising 9th enrichment program

Teacher developed curriculum

Bridge Math- Mr. Cabello

28 students

Focus: Freshman Algebra Readiness

Bridge English - Ms. Lavino

28 students

Focus: Freshman ELA readiness

Credit Recovery
10th-12th grade

PE- Mr. Emig - 50 students

Credit Recovery Staff - 36 students each

Mr. Olsen

Mr. Hees

Mr. Ekis

Mr. Westv



Student Enrollment totals:
Start date: 167 students
End date: 129 Students

Reasons for lower enrollment numbers:
-Early completion of required courses
-Transfer to independent study via Pilarcitos
-Student inability to continue with program

Pilarcitos

Credit Recovery Staff - Summer School Teacher, Lizeth Bendana

51 students

Questions?

Thank you!

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Martha Ladd, Director of Educational Support Services
CATEGORY: Information/Presentation
ITEM TITLE: Update on Education Support Services: Medical and Mental Health and Behavioral Supports

BACKGROUND INFORMATION

Statewide responses to the pandemic, for the safety and wellbeing of our whole community, affected education dramatically. School closures and distance learning highlighted our strengths and our struggles as lockdowns forced teaching and learning into a mainly digital environment. The stress of the pandemic affected us all and created conditions that shined a light on the critical importance of our medical and mental health programs in our schools. Tonight, we are presenting to the Governing Board an update on our district support plan in the areas of Medical and Mental Health and Behavioral Supports. By strengthening these programs, we are prepared to meet our students and staff where they are and promote wellness and safety so students can engage fully in school.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

This item is presented for information only.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Educational Support Services

Return to School Update

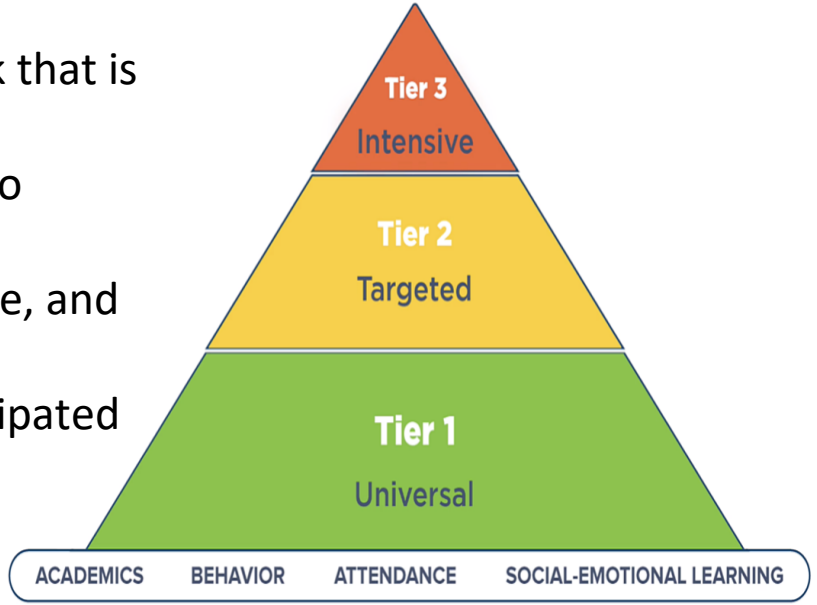
August 12, 2021

Overview

- Purpose: Describe the District's readiness in the areas of medical and mental health and behavioral supports
- Meeting student needs through medical health
  - Hazel Health
  - The 4 Pillars (preparation, training, set-up)
  - Contact Tracing
- Meeting students' mental health needs
  -Education: Connect with Kids, Relational Aggression, Mindfulness
  -Prevention: Family Engagement, Staff Wellness, Transition Supports
  -Intervention: Direct Service, Community Partner Supports, CareSolace
- Behavioral Supports: Positive Behavior Intervention and Support

MTSS: A Framework for Learning Recovery

- Developing tiered support framework that is responsive rather than reactive
- Intervention protocols that are easy to understand and easy to navigate
- Leads who are knowledgeable, flexible, and available
- Sufficient bandwidth to address anticipated student, family, and staff needs



Medical Health: Healthy Students, Safe Campuses

- Hazel Health - expanded service provides baseline medical support to all our families. Keeping our campuses safe and lowering absences and chronic absenteeism.
- The 4 Pillars - hygiene, distancing, masking, and cleaning. Maintaining the infrastructure developed last school year.
- Contact Tracing - preventing community spread of Covid-19 with complete and accurate contact tracing at each school site.
- Maintaining the health and safety of our students through screening, training, and health planning.

Mental Health: A systematic approach to individual and community resilience

- School Linked Services - Full time support
- The 3 Pillars of Mental Health: Education, Prevention, and Intervention
- Robust relationships with our community partners
- Family Engagement - Trainings and information
- Transition support for students
- SEL Curriculum TK-12
- Direct service to students - 1:1 and small group
- Staff Wellness

Behavioral Supports: Effective PBIS For Return to School

- Work with principals and leadership teams to ensure successful implementation of PBIS at the beginning of the school year
- Use a variety of data sets to effectively address school climate and culture
- Utilize Coordination of Service Teams (COST) to address targeted PBIS.

Questions

CABRILLO UNIFIED SCHOOL DISTRICT

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of Board of Education
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Information
ITEM TITLE: Restorative Restart: The Path Towards Reimagining and Rebuilding Schools

BACKGROUND INFORMATION

Many districts in the county and state will be using the attached framework as a way to structure responses to schooling and the impacts of COVID-19. This is a moment when we are asked how to best respond to the needs of students, families, and staff; the guidelines provided here are a roadmap to reimagining and rebuilding schools for continuous improvement of academic outcomes, relational health, and a focus on equity in schools.

FISCAL ANALYSIS

There is no financial impact to receive this overview of best practices that will be followed by many districts throughout the county and state.

RECOMMENDATION

This is an information item only. There is no formal recommendation for this informational item now as it is simply an overview of why we are taking steps now to rebuild our schools and reimagine how to best provide for the students we serve.

Restorative Restart

The Path Towards Reimagining and Rebuilding Schools

The COVID-19 pandemic has affected all students; however, its impact has been particularly devastating for students of color, students from low-income families, English learners, and other marginalized children and youth. As transmission rates decline and vaccination rates increase in California, many are eager to return to normalcy, but we must all recognize that even the prepandemic normal was not working for all students. The 2021–22 school year, therefore, constitutes a critical opportunity for schools to offer students, families, and educators a restorative restart. This is a moment for districts and schools to reimagine and rebuild equitable school systems where all students have the support and opportunities they need to thrive.

Every California district should take 6 weeks to offer students, families, and educators a restorative restart to the 2021–22 school year, leveraging recent federal and state investments to do so. During this time, schools should prioritize practices that not only begin to reverse the effects of pandemic-induced lost learning opportunities but also lay the groundwork for systemic transformation using evidence-based, whole child approaches to advance learning and engagement for all students.

The path towards reimagining and rebuilding education in California begins with the following 14 action areas. Click on each numbered practice below to go to the section of the report that provides research behind each action and practical guidance for its implementation.

Center relationships between and among families, students, and educators:

1. 
   Proactively connect one-on-one with each and every family.

2. 
   Create dedicated time and space for relationship building and reengagement.

3. 
   Implement positive and restorative discipline practices.

Understand whole child needs:

4. 
   Conduct regular student wellness screenings.

5. 
   Assess student learning and review data on attendance, engagement, and grades.

6. 
   Create an individualized action plan to meet the whole child needs of every student.

Strengthen staffing and deepen community-based partnerships to address students' individualized learning and mental health needs:

7 
Pair students with high-dosage tutoring.

8 
Provide mental health supports.

9 
Offer expanded learning opportunities.

10 
Staff up to support student reengagement.

Prioritize racial equity, relevance, and rigor in curriculum and instruction:

11 
Advance racial equity in curriculum and teaching.

12 
Offer students choice and voice in their learning.

13 
Focus on priority standards and lessons to accelerate learning.

Lay the groundwork for systemic transformation:

14 
Engage diverse teams to monitor improvement and build towards long-term change.

After more than a year of strictly virtual or physically distant participation in school, students are in need of a restorative restart in the 2021–22 school year—an opportunity to feel safe, seen, supported, and engaged in learning. The objective should not be to put back into place the previous practices that led to inequities but rather to reimagine and rebuild a system that supports all students with a focus on equity. Education leaders, educators, and other stakeholders have the potential to reimagine and rebuild schools now. They can not only reverse the effects of pandemic-induced lost learning opportunities but also lay the groundwork for systemic transformation by using evidence-based, whole child approaches to advance learning and engagement for all students.

This report builds upon the April 2021 brief Reimagine and Rebuild California Schools: Restarting School with Equity at the Center, which was endorsed by over 40 California-based family and student engagement organizations, associations representing educators and system leaders, research institutes, and civil rights and equity groups. The report summarizes the evidence undergirding the brief and presents concrete practices to guide implementation.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed. D., Assistant Superintendent, Curriculum and Instruction
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Public Hearing/Action
ITEM TITLE: Public Hearing and Approval of Board Policy 6158 Independent Study Update

BACKGROUND INFORMATION

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students. BP 6158 and AR 6158 are attached for reference.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Update the Independent Study Board Policy 6158.

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NOTICE OF PUBLIC HEARING

Pursuant to Education Code 51745, as amended by AB130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

The Cabrillo Unified School District will hold a public hearing on the Independent Study Board Policy BP 6158 update on Thursday, August 12, 2021 at 6:00 p.m. The meeting will be held via zoom link at: https://cabrillok12.zoom.us/j/99135905009. A copy of the BP 6158 Independent Study will be available at: eConvene as of August 6, 2021. A hard copy will also be available at the District Office. Any stakeholder affected by the BP 6158 update may appear before the Cabrillo Unified School District Board of Trustees and speak to the proposed Board Policy update for the fiscal year 2021-2022 or any item therein.

The BP 6158 Independent Study update will be presented at the Regular Governing Board meeting, Thursday, August 12, 2021, 6:00 p.m.

Thursday, August 12, 2021 at 6:00 PM

Cabrillo Unified School District

Governing Board Zoom Meeting at:

https://cabrillok12.zoom.us/j/99135905009

Posted Friday July 30, 2021

Cabrillo USD
Board Policy
Independent Study

BP 6158
Instruction

The Governing Board authorizes independent study as an optional alternative instructional strategy for ~~eligible~~ students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan ~~and enabling students to reach curriculum objectives and fulfill graduation requirements~~ **to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning.** As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

~~*(cf. 6143 - Courses of Study)*~~
~~*(cf. 6146.1 - High School Graduation Requirements)*~~
~~*(cf. 6200 - Adult Education)*~~

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, ~~a home-based format,~~ and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. **(Education Code 51747, 51749.5)** ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747, 5 CCR 11700)~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be **three** ~~five~~ consecutive school days.

~~**Written Agreements**~~

~~The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law and the accompanying administrative regulation. (Education Code 51747, 51749.5)~~

~~The master agreement shall specify the length of time in which each independent study assignment must be completed.~~

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

~~Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee.~~

For the 2022-23 school year and thereafter, the Superintendent or designee **may continue to** ~~shall~~ **offer and** approve independent study for an individual student ~~only~~ upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than ~~he/she~~ **the student** would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind ~~his/her~~ peers and increase the risk of dropping out of school, independent study assignments **shall be completed no more than one week after** assigned ~~no more than one week~~ for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student **fails to make satisfactory educational progress and/or** misses three assignments. **Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)**

1. **The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060**

2. **The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments**

3. **Learning required concepts, as determined by the supervising teacher**

4. **Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher**

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. **For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction**

2. **For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction**

3. **For students in grades 9-12, opportunities for at least weekly synchronous instruction**

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. **Verification of current contact information for each enrolled student**

2. **Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation**

3. **A plan for outreach from the school to determine student needs, including connection with health and social services as necessary**

4. **A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being**

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement ~~and, as appropriate, a learning agreement for students participating in course-based independent study, exist~~ **exists** for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

Master Agreement

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. **The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress**

2. **The objectives and methods of study for the student's work and the methods used to evaluate that work**

3. **The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**

4. **A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments, which will trigger an evaluation of whether the student should be allowed to continue in independent study**

5. **The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year**

6. **A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion**

7. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.**

8. **A statement that independent study is an optional educational alternative in which no student may be required to participate**

9. **In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction**

(cf. 5144.1 - Suspension and Expulsion/Due Process)

10. **Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.**

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. **A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6**

2. **Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.**

(cf. 4112.2 - Certification)

3. **Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.**

4. **Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and**

47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student ~~he/she~~ does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2

above

3. **The duration of the learning agreement, which shall not exceed a school year or span multiple school years**

4. **The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program**

5. **The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**

6. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.**

7. **A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.**

8. **The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.**

9. **The objectives and methods of study for the student's work, and the methods used to evaluate that work.**

10. **A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.**

11. **A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.**

12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences ~~Teacher Conferences~~

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment in or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

~~Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.~~

~~Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.~~

~~Home-Based Independent Study~~

~~The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.~~

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. **A copy of the Board policy, administrative regulation, and other procedures related to independent study**

2. **A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education**

3. **A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher**

4. **As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons**

5. **Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)**

6. **Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)**

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
~~*(cf. 6162.51 - State Academic Achievement Tests)*~~
~~*(cf. 6162.52 - High School Exit Examination)*~~

Legal Reference:
EDUCATION CODE
17289 Exemption for facilities
41020 Audit guidelines
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools
46200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance
46600 Interdistrict attendance computation
46390-46393 Emergency average daily attendance
47612-47612.1 Charter school operation
47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52060 Local control and accountability plan
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice
FAMILY CODE
*6550**-6552** Authorization affidavits*
CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study

~~*19819 State audit compliance*~~
UNITED STATES CODE, TITLE 20
6301 Highly qualified teachers
6311 State plans
COURT DECISIONS
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
~~*EDUCATION AUDIT APPEALS PANEL DECISIONS*~~
~~*Lucerne Valley Unified School District, Case No. 03-02 (2005)*~~

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Elements of Exemplary Independent Study
California Digital Learning Integration and Standards Guidance, April 2021
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
WEB SITES
California Consortium for Independent Study: http://www.ccis.org
California Department of Education, Independent Study: http://www.cde.ca.gov/sp/eo/is
Education Audit Appeals Panel: http://www.eaap.ca.gov

Policy CABRILLO UNIFIED SCHOOL DISTRICT
adopted: December 11, 2008 Half Moon Bay, California
revised: September 10, 2015
revised: TBD

Cabrillo USD
Administrative Regulation
Independent Study

AR 6158
Instruction

Definitions

Live interaction **means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)**

Student-parent-educator conference **means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)**

Synchronous instruction **means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)**

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

(cf. 0420.4 - Charter School Authorization)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency~~, vacation,~~ or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in ~~his/her~~ **the student's** regular classes.

(cf. 5113 - Absences and Excuses)

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

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

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. **Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value.** (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, ~~Provided that experienced certificated staff are available to effectively supervise students in independent study~~ the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. **The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction.** A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

~~For a~~ A student with disabilities, as defined in Education Code 56026, **shall not participate** ~~participation~~ in independent study ~~shall be approved only if~~ **unless the student's** ~~his/her~~ individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education

Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6184 - Continuation Education)

~~Master Agreement~~

~~A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)~~

~~The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.~~

~~The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)~~

~~1. The manner, time, frequency, and place for submitting the student's assignments, and for reporting his/her progress~~

~~2. The objectives and methods of study for the student's work and the methods used to evaluate that work~~

~~3. The specific resources, including materials and personnel, that will be made available to the student~~

~~4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study~~

~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year~~

~~6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion~~

~~7. A statement that independent study is an optional educational alternative in which no student may be required to participate~~

~~8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction~~

(cf. 5144.1 - Suspension and Expulsion/Due Process)

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district shall offer a course based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

   Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

   If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course

or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.

6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.

8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her **the student's** parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program

~~2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above~~

~~3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years~~

~~4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program~~

~~5. The specific resources, including materials and personnel, that will be made available to the student~~

~~6. A statement that the student is not required to enroll in courses in this program~~

~~7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction~~

~~The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)~~

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of ~~his/her~~ **the student's** written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian

2. A meeting between the student and the teacher and/or counselor

3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate

4. An increase in the amount of time the student works under direct supervision

When the student has **failed to make satisfactory educational progress or** missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate

for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

~~Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.~~

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers **at the required teacher-student ratios pursuant to Education Code 51745.6** and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

2. Approving or denying the participation of students requesting independent study

3. Facilitating the completion of written independent study agreements

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction

5. Approving all credits earned through independent study

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a ~~certificated~~ **district** employee who **possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who** consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement **and signing the agreement**

2. Supervising and approving coursework and assignments

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due

4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records **for Audit Purpose**" ~~below~~ **in the accompanying Board policy**

5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress

7. Determining the time value of assigned work or work products completed and submitted by the student

8. Assessing student work and assigning grades or other approved measures of achievement

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

~~**Records**~~

~~The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)~~

~~1. A copy of the Board policy, administrative regulation, and other procedures related to independent study~~

~~2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education~~

~~3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another~~

~~certificated teacher~~

~~4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons~~

~~*(cf. 3580 - District Records)*~~

~~The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.~~

~~The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)~~

Regulation CABRILLO UNIFIED SCHOOL DISTRICT
approved: December 11, 2008 Half Moon Bay, California
revised: September 10, 2015
revised: May 12, 2016
revised: February 16, 2017
revised: April 19, 2018
revised: TBD

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 12, 2021
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Public Hearing/Action
ITEM TITLE: Public Hearing and Approval CUSD-SMCCD CCAP Agreement and Board Policy 6172.1 (Concurrent Enrollment in College Classes)

BACKGROUND INFORMATION

Recently Dr. Aaron McVean (San Mateo Community College Vice Chancellor of Education Services and Planning) approached Cabrillo Unified School District to seek our partnership with the planning and offering of dual enrollment opportunities for students at both Half Moon Bay High School and Pilarcitos High School. Tonight staff recommend Governing Board approval of the College and Career Access Pathways Agreement (CCAP) that already exists in neighboring San Mateo County school districts serving high school students (e.g., Jefferson Union High School District, San Mateo Union High School District, Sequoia Union High School District, and South San Francisco Unified School District) in order for CUSD and SMCCD to proceed with planning in the year ahead to provide dual enrollment opportunities for CUSD students enrolled in our schools.

The CCAP represents a joint initiative of the California Community Colleges Chancellor's Office and the California Department of Education that allows high school students in public school districts to enroll in up to fifteen (15) community college units per term; students may enroll in no more than four courses per term. Program goals are to develop seamless pathways from high school to community college for career technical education (CTE) or general education transfer, improve high school graduation rates, or help high school students achieve college and career readiness. Courses must be part of an academic program defined in a Career and College Access Pathway (CCAP) partnership agreement and meet criteria for both a high school diploma and an Associate of Arts or other credential.

The first step in planning such an articulated dual enrollment initiative between CUSD and SMCCD requires the joint approval of a CCAP by both CUSD's Governing Board and the Board of Trustees of the San Mateo Community College District. CUSD staff have also met with College of San Mateo President Dr. Jennifer Taylor-Mendoza, and please know all aforementioned parties have voiced their interest in entering into such a partnership and recommending it to their Boards. CUSD staff have spoken with leaders of both high schools in the district, and we look forward to working this year to plan a program of mutual benefit to CUSD and SMCCD.

Also included in tonight's recommendation is the new California School Boards Association sample Board Policy that aligns with the proposed CUSD-SMCCD CCAP Agreement. Staff now recommend approval of both the CCAP agreement and the accompanying CSBA policy recommendation in order to align and streamline CUSD's planning to provide dual enrollment opportunities for Half Moon Bay High School and Pilarcitos High School.
Because a Public Hearing is required before school districts and community college districts can enter into a CCAP agreement, tonight staff ask the Governing Board to provide an opportunity for public input before the Governing Board is asked to approve the CCAP agreement and accompanying Board Policy update provided.

FISCAL ANALYSIS

There is no cost to entering a CCAP agreement with SMCCD and approving the CSBA model policy. While there will be college enrollment opportunities offered to CUSD students at no cost to the students or district, California

legislation also includes clear and explicit safeguards for both public school districts and community college districts so that its employees do not lose employment opportunities as a result of such a partnership.

RECOMMENDATION

Staff recommend approval of the CUSD-SMCCD CCAP Agreement and accompanying Board Policy 6172.1.

AB288 – COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) DUAL ENROLLMENT

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

AB288 – COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) DUAL ENROLLMENT

AB288 CCAP Dual Enrollment

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

- Assembly Bill 288, Holden. Public Schools: College and Career Access Pathways Partnership
- "(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

AB288 CCAP Dual Enrollment

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

- The community college district may offer closed courses on high school campus.
  - "(1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.
- The community college district may allow a special part-time student participating in CCAP to enroll in up to a maximum of 15 units per term.
- The community college district must waive specified fees:
  - i. Student representation fee. (Section 76060.5)
  - ii. Nonresident tuition fee and corresponding permissible "capital outlay" fee and/or "processing fee". (Sections 76140; 76141, and 76142)
  - iii. Transcript fees. (Section 76223)
  - iv. Course enrollment fees. (Section 76300) v. Apprenticeship course fees. (Section 76350)
  - vi. Child development center fees. (Section 79121)
  - Furthermore, high school students (special part-time or full-time) enrolled in courses offered through CCAP shall not be assessed or charged a fee prohibited by Education Code section 49011, including a fee charged to a student, or a student's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Education Code sections 49010 et seq. and 76004(f)

Example Pathways

SKYLINE COLLEGE | DUAL ENROLLMENT | CAREER-FOCUSED GUIDED PATHWAYS

	PATHWAY	SEMESTER 1	SEMESTER 2	SKYLINE COLLEGE 0-15 Units	SKYLINE COLLEGE 15-30 Units	PROGRAM SPOTLIGHT & HIGH SCHOOL LOCATION
CAREER CERTIFICATE ONE-YEAR	EARLY CHILDHOOD EDUCATION • AS-T Early Childhood Education • Early Childhood Education Certificate of Achievement	ECE.210 ECE.201	ECE.211 ECE.212	ECE.333 ECE.272	ECE.314 ECE.366	Child Development Career Certificate Teacher Preparation Pipeline Location: Oceana High School
SCIENCE GARAGE & ACADEMY ALIGNMENT	BIOTECHNOLOGY • Biotechnology Manufacturing Assistant, Certificate of Achievement • Biotechnology Manufacturing Technician, Certificate of Achievement • Biotechnolgoy Manufacturing Technician, Associate in Science Degree	BTEC 400	BTEC 170 BTEC 171 BTEC 480/482 or BTEC 484	BTEC 150 BTEC 210 BTEC 220	BIOL 230 CHEM 210 MATH 200	Full Internship Program Cutting Edge Lab Biotechnology Summer Camps Location: Carlmont/South San Francisco & El Camino High School
EVENING ALLIED HEALTH PATHWAY	HEALTH CAREERS EMERGENCY MEDICAL CARE • Emergency Medical Technology Career Certificate	EMC 180 EMC 425	EMC 400 EMC 665	EMC 410		CPR Certification National Registry Emergency Medical Responder Exam Preparation San Mateo County Emergency Medical Services Agencies Accreditation Location: Mills High School

SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

QUESTIONS?

Thank You!

COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
CABRILLO UNIFIED SCHOOL DISTRICT

This College and Career Access Pathway Partnership Agreement ("Agreement") is entered into this 12th day of August 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 ("COMMUNITY COLLEGE DISTRICT") and the Cabrillo Unified School District having its principal business address 498 Kelly Avenue, Half Moon Bay, CA 94019 (hereinafter called "SCHOOL DISTRICT").

This Agreement relates to a College and Career Access Pathways ("CCAP") dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT'S Skyline College, in San Bruno, California, hereinafter referred to as "COLLEGE."

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT'S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties' goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this Agreement shall be for three years, beginning in August 2, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004

2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from

those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

1. Requests for pupil information shall be directed to the following points of contact:

   COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

   SCHOOL DISTRICT: Sean McPhetridge, Superintendent, Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, CA 94019, 650-712-7100

2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.

2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.

2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Sean McPhetridge, Superintendent, Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, CA 94019, 650-712-7100

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are underrepresented in higher education, and eligibility determinations shall be

made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.

3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.

3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.

3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.

3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT

defines a "regular school day" as at least 240 minutes of instruction in high-school-credit-only courses.

4. COLLEGE APPLICATION PROCEDURE

4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.

4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupils, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil's enrollment in COLLEGE courses.

4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

5. CCAP AGREEMENT COURSES AND STUDENT SERVICES

5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.

5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.

5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor's office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter units that has not been approved by the California Community Colleges

Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.

5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.

5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.

5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.

5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.

5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.

5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.

5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that

courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.

5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.

5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

6. INSTRUCTOR(S)

6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT

6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.

6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.

6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction,

including supplemental instruction related to course material that extends beyond the college schedule.

6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record

6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.

6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.

6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.

6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.

6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the

COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.

6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.

6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.

6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

7. ASSESSMENT OF LEARNING AND CONDUCT

7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.

7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.

7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.

7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the

class was dropped. A student may complete the course to receive high school credit.

8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS

8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section __ of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.

8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having "special part-time student" status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

9. APPORTIONMENT

9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

10. CERTIFICATIONS

10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.

10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.

10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or resulted in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.

10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.

10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.

10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.

10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.

10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.

10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were

taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.

10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

11. PROGRAM IMPROVEMENT

11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

12. EDUCATIONAL RECORDS

12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.

12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.

12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.

12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.

12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of

records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R.§ 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS

13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.

13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

14. FACILITIES

14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

15. INDEMNIFICATION

15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing

board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

16. INSURANCE

16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.

16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):

a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than $1,000,000 per occurrence and

$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than $1,000,000 per occurrence.

b. Business Automobile Liability insurance in an amount not less than $1,000,000 including coverage for owned, non-owned and hired vehicles; and

c. Umbrella liability in an amount not less than $3,000,000 per occurrence and annual aggregate.

16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.

16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.

16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT's Superintendent *prior to the commencement of courses offered under this Agreement.* The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.

16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors,

officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

17. NON-DISCRIMINATION

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

18. TERMINATION

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

19. MODIFICATION AND AMENDMENT

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

20. GOVERNING LAWS

20.1 This agreement shall be interpreted according to the laws of the State of California.

21. SEVERABILITY

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

22. COUNTERPARTS

22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By: _____
Cabrillo Unified School District

By: _____
San Mateo County Community College District

APPENDIX – A

FALL 2021 – SPRING 2022
TO THE COLLEGE AND CAREER ACCESS PATHWAYS
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
CABRILLO UNIFIED SCHOOL DISTRICT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

	Sean McPhetridge, Superintendent		

2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022 -** COLLEGE HAS IDENTIFIED THE FOLLOWING: PROGRAM YEAR, EDUCATIONAL PROGRAM(S) AND COURSE(S) TO BE OFFERED AT THE SAID DATE, TIME AND LOCATION; THE TOTAL NUMBER OF STUDENTS TO BE SERVED AND PROJECTED FTES; AND THE INSTRUCTOR AND EMPLOYER OF RECORD.

PROGRAM YEAR: ____2021-2022_____COLLEGE: ___College of San Mateo_____

SCHOOL DISTRICT: Cabrillo Unified School District_____

High School

EDUCATIONAL PROGRAM:

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

4. BOOKS AND INSTRUCTIONAL MATERIALS - THE TOTAL COST OF BOOKS AND INSTRUCTIONAL MATERIALS FOR SCHOOL DISTRICT STUDENTS PARTICIPATING IN COURSES COVERED BY THIS AGREEMENT WILL BE BORNE BY SCHOOL DISTRICT.

5. FACILITIES USE

a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

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

NOTICE OF PUBLIC HEARING

The Cabrillo Unified School District will hold a public hearing on Thursday, August 12, 2021 at 6:00 p.m. The meeting will be held via zoom link at: https://cabrillok12.zoom.us/j/99135905009. A copy of the proposed College and Career Access Pathways (CCAP) agreement between Cabrillo Unified School District (CUSD) and San Mateo Community College District (SMCCD) will be available at: eConvene as of August 6, 2021. A hard copy will also be available at the District Office. Please know any stakeholder who is affected by the proposed CCAP agreement update may appear before the Cabrillo Unified School District Board of Trustees and speak to the proposed CUSD-SMCCD agreement at the regularly scheduled Governing Board Meeting on 8/12.

Thursday, August 12, 2021 at 6:00 PM

Cabrillo Unified School District

Governing Board Zoom Meeting at:

https://cabrillok12.zoom.us/j/99135905009

Posted Monday, August 2, 2021

Cabrillo USD

Board Policy

Concurrent Enrollment In College Classes

BP 6172.1
Instruction

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements **and**/or **participate in** career technical education **(CTE)** ~~preparation~~, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

Approval of Concurrent Enrollment

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to ~~apply for attendance at~~ **attend** a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at ~~his/her~~ **the** school of attendance. (Education Code 48800)

A~~ny~~ student's parent/guardian**, regardless of the student's age or grade level,** may petition the Board to authorize **special** full-time attendance at a community college **on the ground that** ~~if he/she believes~~ the student would benefit from advanced scholastic or career technical work that

would be available. **If the petition is denied, an appeal may be filed with the County Board of Education.** (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Board shall issue its written recommendation and the reasons for the denial at its next regularly scheduled Board meeting that falls at least 30 days, but within 60 days, after the request has been submitted. (Education Code 48800, 48800.5)

The Board may authorize a student who is pursuing a high school diploma or a high school equivalency certificate through an adult education program, upon recommendation of the administrator of the student's adult school, to attend a community college during any session or term as a special part-time student. (Education Code 52620)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6200 - Adult Education)

College and Career Access Pathways Partnerships

The Board may enter into a College and Career Access Pathways (CCAP) partnership agreement with the board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students. The agreement shall be approved at an open public Board meeting, with an opportunity for public input provided prior to the Board taking action. If the CCAP agreement provides for CTE pathways, the Board shall consult with and consider input from appropriate local workforce board(s) to determine the extent to which the pathways are aligned with regional and statewide employment needs. (Education Code 76004)

Program Evaluation

The Superintendent or designee shall regularly report to the Board regarding the number **and demographics** of district students participating in the concurrent enrollment option, their success in completing ~~in~~ **college preparatory courses ("a-g" courses) and** postsecondary courses, and any impact on their achievement in district courses **and graduation rates**.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
11300-11302 Early and middle college high schools
42238.02 Definition of unduplicated student
46141 Minimum day, high school
46145-46147 Minimum day, high school
48800-48802 Enrollment of gifted students in community college
51225.3 Alternative means of satisfying graduation requirements
52620 Adult education and attendance at community college

*76000-~~76002~~ **76004** Enrollment in community college*
76140 No community college fee/tuition for special part-time students
87010 Definition of sex offense
87011 Definition of controlled substance offense

Management Resources:

WEB SITES

California Community Colleges ~~System~~: http://www.cccco.edu
California Department of Education: http://www.cde.ca.gov
California Postsecondary Education Commission: http://www.cpec.ca.gov
California State University: http://www.calstate.edu
Foundation for California Community Colleges~~, Early College High School Initiative: http://www.foundationccc.org/ECHS~~ ***https://foundationccc.org***
University of California: http://www.universityofcalifornia.edu

Policy CABRILLO UNIFIED SCHOOL DISTRICT
adopted: December 11, 2008 Half Moon Bay, California
revised: TBD

Cabrillo USD

Administrative Regulation

Concurrent Enrollment In College Classes

AR 6172.1
Instruction

Credit

Unless enrolled as part of a College and Career Access Pathways (CCAP) partnership agreement in which students are authorized to take up to 15 units per term in a community college, as described below, district students enrolled in a community college as s~~S~~special part-time students may enroll in up to 11 units per semester, or the equivalent~~, in a community college~~. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001**, 76004**)

(cf. 6146.11 - Alternative Credits Toward Graduation)

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits**, whether the credits count towards high school graduation requirements,** and whether the course would need to be completed again during the college years to satisfy college **graduation** requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

(cf. 5125 - Student Records)

College and Career Access Pathways Partnerships

The district may enter into a CCAP agreement, in accordance with Education Code 76004, which includes terms regarding course offerings, student eligibility, protocols for sharing information, joint facilities use, and staff qualifications.

A copy of the CCAP agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the agreement. (Education Code 76004)

Only courses that provide career technical education or preparation for transfer, assist in improving high school graduation rates, or help high school students achieve college and

career readiness shall be offered, and physical education courses shall not be provided. (Education Code 76004)

Students may enroll in up to 15 units of community college courses per term if all of the following circumstances are satisfied: (Education Code 76004)

1. **The units constitute no more than four community college courses per term.**

2. **The units are part of an academic program that is part of a CCAP agreement.**

3. **The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.**

A high school student shall submit one parental consent form and principal recommendation for the duration of the student's concurrent enrollment under a CCAP partnership. (Education Code 76004)

The district shall report information annually to the office of the Chancellor of the California Community Colleges as specified in Education Code 76004.

Minimum School Day

~~Except under the conditions specified in Education Code 46146, t~~**T**he minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

(cf. 6112 - School Day)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

(cf. 5112.1 - Exemptions from Attendance)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

If a community college class is to be offered at a district high school campus, the class shall ~~not be held during the time the campus is closed to the general public. (Education Code 76002)~~ **be held during the time the campus is open to the general public as determined by the Governing Board. Members of the public who are enrolled in community college class(es) shall register immediately upon entering school buildings or grounds.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)

Regulation CABRILLO UNIFIED SCHOOL DISTRICT
approved: December 11, 2008 Half Moon Bay, California
revised: TBD

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 12, 2021
TO: Members of the Governing Board
FROM: J Jesus Contreras, Chief Business Officer
CATEGORY: Action/Public Hearing
ITEM TITLE: Public Hearing and Approval of Budget Overview for Parents Update

BACKGROUND INFORMATION

Local governing boards are required to adopt and submit the Budget Overview for Parents in conjunction with the district's Annual Budget Report. Upon Board approval on June 24, 2021, Cabrillo Unified submitted the 2021-22 Budget and Budget Overview for Parents to the San Mateo County Office of Education (SMCOE) for their review and approval. SMCOE's feedback is reflected in this updated Budget Overview for Parents.

FISCAL ANALYSIS

The Budget Overview for Parents reflects the 2021-22 State and Federal funds which comprise the General Fund.

RECOMMENDATION

Approve the Budget Overview for Parents as updated.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Cabrillo Unified School District

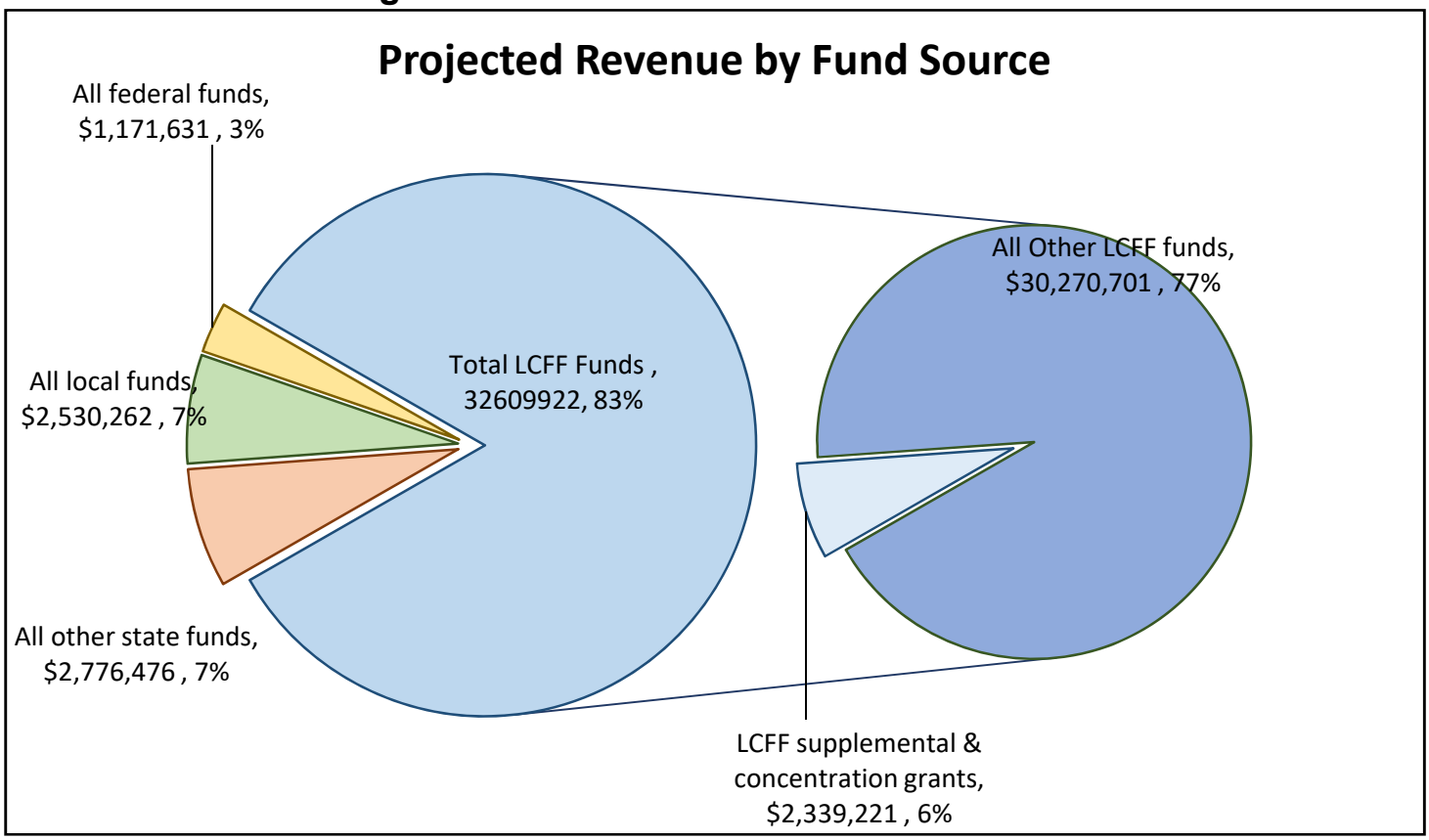
CDS Code: 41 68890 0000000

School Year: 2021 – 22

LEA contact information: J Jesus Contreras (650) 376 4429 contrerasj@cabrillo.k12.ca.us

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021 – 22 School Year

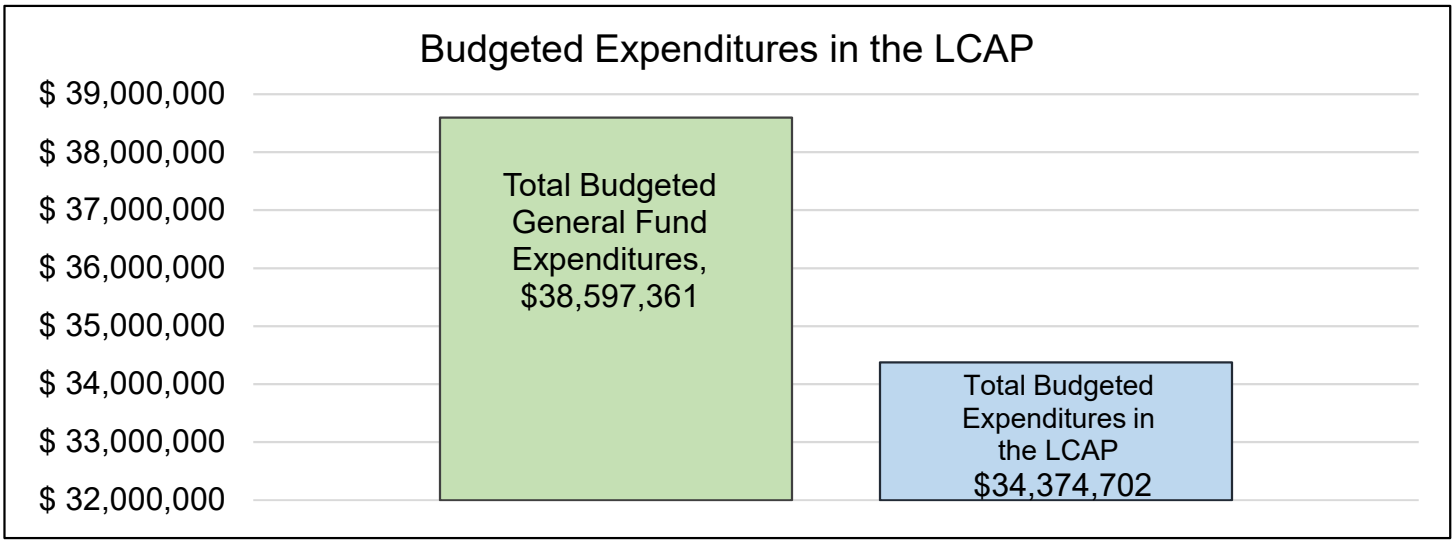


This chart shows the total general purpose revenue Cabrillo Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Cabrillo Unified School District is $39,088,291.00, of which $32,609,922.00 is Local Control Funding Formula (LCFF), $2,776,476.00 is other state funds, $2,530,262.00 is local funds, and $1,171,631.00 is federal funds. Of the $32,609,922.00 in LCFF Funds, $2,339,221.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Cabrillo Unified School District plans to spend for 2021 – 22. It shows how much of the total is tied to planned actions and services in the LCAP.

Cabrillo Unified School District plans to spend $38,597,361.00 for the 2021 – 22 school year. Of that amount, $34,374,702.00 is tied to actions/services in the LCAP and $4,222,659.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

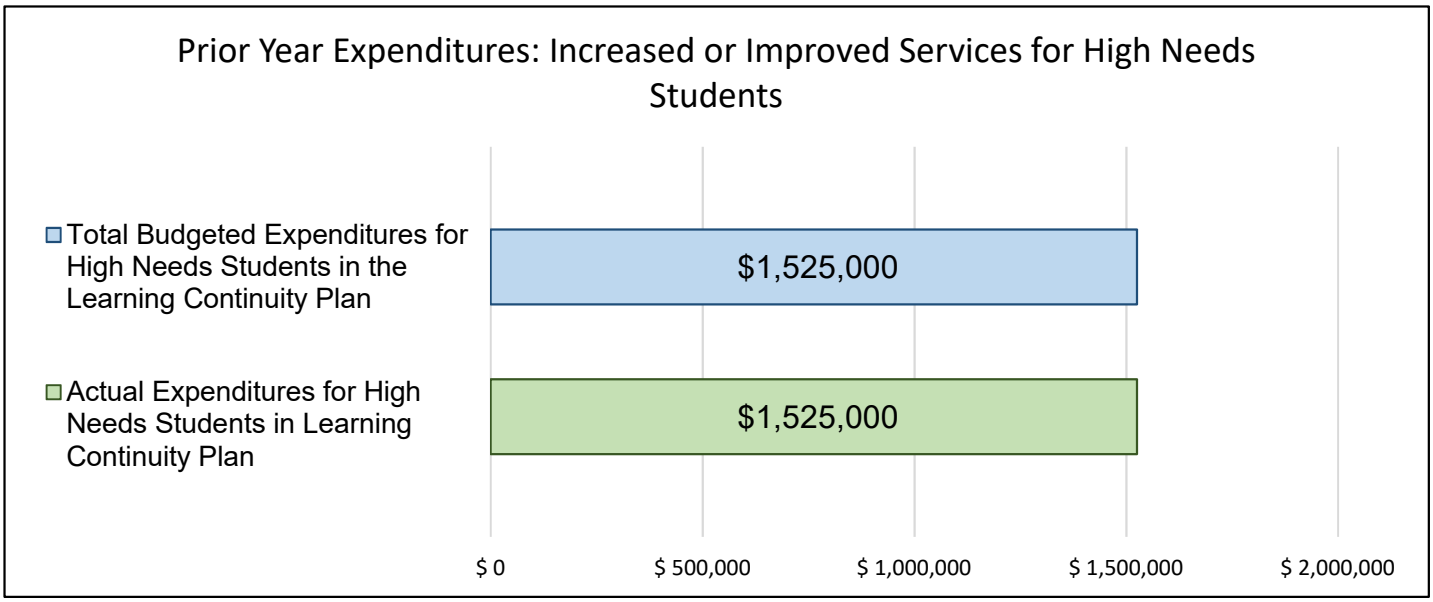
The budgeted expenditures not included in the LCAP include the Transfer of $400,000 into the Cafeteria fund and other non-instructional general district operation.

Increased or Improved Services for High Needs Students in the LCAP for the 2021 – 22 School Year

In 2021 – 22, Cabrillo Unified School District is projecting it will receive $2,339,221.00 based on the enrollment of foster youth, English learner, and low-income students. Cabrillo Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Cabrillo Unified School District plans to spend $2,342,221.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020 – 21



This chart compares what Cabrillo Unified School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Cabrillo Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020 – 21, Cabrillo Unified School District's Learning Continuity Plan budgeted $1,525,000.00 for planned actions to increase or improve services for high needs students. Cabrillo Unified School District actually spent $1,525,000.00 for actions to increase or improve services for high needs students in 2020 – 21.

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NOTICE OF PUBLIC HEARING ON CABRILLO UNIFIED SCHOOL DISTRICT BUDGET OVERVIEW FOR PARENTS UPDATE

(Education Code 52064.1)

NOTICE IS HEREBY GIVEN that in accordance with Education Code 52064.1, the Governing Board ("Board") of the Cabrillo Unified School District ("District"), will be presented for approval, an updated *"Budget Overview for Parents."*

The time and place set for public hearing for approval of the *"Budget Overview for Parents"* update is Thursday, August 12, 2021 at 6:00 p.m., or as soon thereafter as practicable, via Teleconference. At the meeting, the Board will hold a public hearing on and consider approval of the *"Budget Overview for Parents"* update. The Board will also hear the testimony of all interested persons for or against the proposed *"Budget Overview for Parents"* update.

The Board Agenda will be available on our website,

Governing Board of Cabrillo Unified School District

Public Hearing Notification Posted on August 2, 2021

If you have any questions, please contact:
J Jesús Contreras
Chief Business Officer
contrerasj@cabrillo.k12.ca.us

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Presentation/Public Hearing
ITEM TITLE: Presentation and Public Hearing to Receive Input for the Use of ESSER III Funds

BACKGROUND INFORMATION

In response to the 2019 Novel Coronavirus (COVID-19), the U.S. Congress passed American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021. This federal stimulus funding is the third act of federal relief in response to COVID-19, following the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law on March 27, 2020, and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act) signed into law on December 27, 2020.

ESSER III Funds were allocated based on the proportion that each State received under Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) in the most recent fiscal year. Cabrillo USD ESSER III allocation is $857,634. These funds are available for obligation through September 30, 2024 and require a Board approved ESSER III Expenditure Plan by October 29, 2021.

FISCAL ANALYSIS

Cabrillo USD ESSER III allocation is $857,634.

RECOMMENDATION

Receive ESSER III presentation and conduct public hearing to receive input from stakeholders for the use of ESSER III funds.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

ESSER III Federal Funds

Purpose Program and Budget Requirements

J Jesús Contreras

Chief Business Officer

Governing Board Meeting

August 12, 2021

The American Rescue Plan Act

In response to the 2019 Novel Coronavirus (COVID-19), the U.S. Congress passed American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021.

This is the third federal stimulus funding act in response to COVID-19, following the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

ESSER III Plans

The ARP Act requires districts that receive ESSER III funds to complete:

- a **Safe Return to In-person Instruction and Continuity of Services plan**, and
- an **Expenditure Plan** for how ESSER III funds will be used to address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

ESSER III Expenditure Plan Requirements

Requirements Related to the ESSER III Expenditure Plan

Expenditure Plan Timeline

- The ESSER III Expenditure Plan must be **adopted by governing board** or body of the LEA at a public meeting **on or before October 29, 2021**

- The ESSER III Expenditure Plan must be **submitted for review and approval** within five days of adoption.

- CUSD must submit its plan to San Mateo County Office of education (SMCOE) for review and approval

General Requirements

The ESSER III Expenditure Plan must be

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website

Fiscal Requirements

- CUSD must use at least 20 percent **(20%)** of its ESSER III apportionment for expenditures related to addressing the academic **impact of lost instructional time** through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- CUSD must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act.

Programmatic Requirements (1)

The ESSER III Expenditure Plan is required to address the following:

1. The extent to which and how the funds will be used to implement **prevention and mitigation strategies** that are, to the greatest extent practicable, **consistent with the most recent Centers for Disease Control and Prevention guidance on reopening schools**, in order to continuously and safely open and operate schools for in-person learning.

Programmatic Requirements (2)

2. How the LEA will use the minimum of **20%** of funds it reserves for **learning loss** to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
3. How the CUSD will spend its remaining ESSER III funds, if any, consistent with the allowable uses.

Programmatic Requirements (3)

4. How the CUSD will **ensure** that the **interventions** it implements, including but not limited to the interventions to address learning loss, will **respond to** the **academic, social, emotional, and mental health needs of all students**, and **particularly** those **students disproportionately impacted by the COVID–19 pandemic**, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

Engagement Requirements

- In developing their plan, CUSD must engage in meaningful consultation with specified stakeholders:
  - students;
  - families;
  - school and district administrators (including special education administrators); and
  - teachers, principals, school leaders, other educators, school staff, and their unions.
  - CUSD must provide the opportunity to provide public input and take such input into account.

Ensuring Interventions are Addressing Student Needs

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
[Short title(s) of the action(s)]	[A description of how progress will be monitored]	[A description of how frequently progress will be monitored]
[Short title(s) of the action(s)]	[A description of how progress will be monitored]	[A description of how frequently progress will be monitored]
[Short title(s) of the action(s)]	[A description of how progress will be monitored]	[A description of how frequently progress will be monitored]

Questions?

Thank you!

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NOTICE OF PUBLIC HEARING ON ELEMENTARY AND SECONDARY SCHOOL RELIEF (ESSER III) FUNDS FOR THE CABRILLO UNIFIED SCHOOL DISTRICT

COVID-19 federal funding for Districts from the American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund have been released. This funding will provide school districts with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. These funds are available for obligation through September 30, 2024.

NOTICE IS HEREBY GIVEN that the Governing Board ("Board") of the Cabrillo Unified School District ("District"), will conduct a public hearing to engage stakeholders to provide input on the use of ESSER III funds. Stakeholders representing the interests of all CUSD children, especially students with disabilities, English learners, children experiencing homelessness, children in foster care, migratory students, children who are incarcerated, and other underserved students are encouraged to participate. With input from all stakeholders, the Board will adopt an ESSER III Expenditure plan at a regularly scheduled meeting on or before October 29, 2021.

The time and place set for public hearing for ESSER III funds expenditure input is Thursday, August 12, 2021 at 6:00 p.m., or as soon thereafter as practicable, via Teleconference.

Agenda will be available on our website,

Governing Board of Cabrillo Unified School District

If you have any questions, please contact:
J Jesús Contreras
Chief Business Officer
contrerasj@cabrillo.k12.ca.us

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Action
ITEM TITLE: Approval of the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2021-22

BACKGROUND INFORMATION

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

A Declaration of Need for Fully Qualified Educators must be submitted annually to the Commission on Teacher Credentialing. This declaration is valid for no more than twelve months and expires on June 30, 2022.

REPORT

The declaration must include:

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

The 2021-2022 Declaration of Need for Fully-Qualified Educators anticipates emergency permits for the following areas: CLAD Credential and BCLAD Credential.

FISCAL ANALYSIS

Financial impact is included in the budget.

RECOMMENDATION

Approve the Intent to Submit a Declaration of Need for Fully Qualified Educators for 2021-22.

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MEMORANDUM

MEETING DATE: August 12, 2021
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Action/Resolution
ITEM TITLE: Adoption of Resolution No. 11-21, Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Hatch Elementary School

BACKGROUND INFORMATION

The Cabrillo Unified School District (District) intends to submit funding applications to the State of California for reimbursement for the improvements to Alvin Hatch Elementary School as eligible.

The Office of Public-School Construction (OPSC) administers the State Allocation Board's (SAB) School Facilities Program (SFP), which governs the State aid program. The OPSC has received project funding applications which are requesting SFP grant amounts in excess of the State's current Bond authority to fund New Construction and Modernization projects. New construction and modernization applications received are now entered into the "Applications Received Beyond Bond Authority List."

Approved applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the Governing Board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List."

Tonight we present a CUSD Board Resolution Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List" and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Alvin Hatch Elementary School (Reimbursement).

FISCAL ANALYSIS

There is no identified fiscal impact at this time.

RECOMMENDATION

Staff recommends approval of resolution as presented.

RESOLUTION NO. 11-21
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR IMPROVEMENTS TO HATCH ELEMENTARY SCHOOL

WHEREAS, the Board of Trustees ("School Board") has determined that school facilities within the Cabrillo Unified School District (the "District"), within San Mateo County need to be improved; and

WHEREAS, improvements are needed at Alvin Hatch Elementary School located at 490 Miramontes Ave, Half Moon Bay, CA; and

WHEREAS, the Cabrillo Unified School District intends to submit funding applications to the State of California for improvements to Alvin Hatch Elementary School as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received; and

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Cabrillo Unified School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Alvin Hatch Elementary School improvements funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED that the District's Superintendent or Superintendent's designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on this 12th day of August 2021, 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

Certified by:

_____
Freya McCamant
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District