Special Governing Board Meeting Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session • Wednesday, September 29, 2021 • 7:00 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

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 the 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 names 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 - 7:00 PM - Welcome

1. Roll Call / Quorum
2. Pledge of Allegiance

2. APPROVAL OF THE AGENDA

3. GENERAL BUSINESS

a. Adoption of Resolution No. 14-21 to Make Findings Allowing Continued Remote Meetings Under AB361 (Action)

3.a Board Memo AB361 Resolution.pdf (p. 4)

3.a.1 Resolution 14-21 Initial AB361.pdf (p. 6)

b. Approval of Reimbursement Agreement Between the San Mateo County Office of Education and Cabrillo Unified School District for Covid-19 Testing and Contact Tracing Services (Action)

3.b Board Memo COVID Testing and Tracing Agreement.pdf (p. 8)

3.b.1 WSL CUSD Testing and Tracing Agreement.pdf (p. 9)

3.b.2 WSL SMCOE Testing and Tracing Agreement.pdf (p. 11)

c. Approval of Resolution No. 15-21 Urging the Governor and Legislature to Require COVID-19 Vaccinations for Students (Action)

3.c Board Memo Resolution Mandating COVID Vaccinations for Students.pdf (p. 19)

3.c.1 Resolution 15-21 Mandating COVID Vaccinations for Students.pdf (p. 20)

3.c.2 CUSD Draft Board Letter to Governor on Vaccination Mandate for Students.pdf (p. 22)

3.c.3 SMCOE Draft Letter to Governor on Vaccination Mandate for Students.pdf (p. 23)

4. 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: September 29, 2021
TO: Members of the Governing Board
FROM: McPhetridge, Ed.D., Superintendent
CATEGORY: Discussion/Action
ITEM TITLE: Adoption of Resolution No. 14-21 to Make Findings Allowing Continued Remote Meetings Under AB361

BACKGROUND INFORMATION

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act. The original Executive Order provided that all provisions of the Brown Act that required the physical presence of members or other personnel as a condition of participation or as a quorum for a public meeting were waived for public health reasons. If these waivers fully sunsetted on October 1, 2021, legislative bodies subject to the Brown Act would have to contend with a sudden return to full compliance with in-person meeting requirements as they existed prior to March 2020, including the requirement for full physical public access to all teleconference locations from which board members were participating.

On September 16, 2021, the Governor signed AB 361, a bill that formalizes and modifies the teleconference procedures implemented by California public agencies in response to the Governor's Executive Orders addressing Brown Act compliance during shelter-in-place periods. AB 361 allows a local agency to continue to use teleconferencing under the same basic rules as provided in the Executive Orders when certain circumstances occur or when certain findings have been made and adopted by the local agency.

AB 361 also requires that, if the state of emergency remains active for more than 30 days, the agency must make findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules. The findings are to the effect that the need for teleconferencing persists due to the nature of the ongoing public health emergency and the social distancing recommendations of local public health officials. Effectively, this means that local agencies must agendize a Brown Act meeting once every thirty days to make findings regarding the circumstances of the emergency and to vote to continue relying upon the law's provision for teleconference procedures in lieu of in-person meetings.

AB 361 provides that Brown Act legislative bodies must return to in-person meetings on October 1, 2021, unless they choose to continue with fully teleconferenced meetings because a specific declaration of a state or local health emergency is appropriately made. AB 361 allows local governments to continue to conduct virtual meetings as long as there is a gubernatorially-proclaimed public emergency in combination with (1) local health official recommendations for social distancing or (2) adopted findings that meeting in person would present risks to health. AB 361 is effective immediately as urgency legislation and will sunset on January 1, 2024.

DISCUSSION

Because local rates of transmission of COVID-19 are still in the "substantial" tier as measured by the Centers for Disease Control, we recommend that the Board avail itself of the provisions of AB 361 allowing continuation of online meetings by adopting findings to the effect that conducting in-person meetings would present an imminent risk to the health and safety of attendees. A resolution to that effect, and directing staff to return each 30 days with the opportunity to renew such findings, is attached hereto.

FISCAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

Discuss and consider the resolution finding that, as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees.

RESOLUTION No. 14-21
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR NEWSOM, MEETING IN PERSON FOR MEETINGS OF THE CABRILLO UNIFIED SCHOOL DISTRICT GOVERNING BOARD WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder, and as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), provided certain requirements were met and followed; and.

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

WHEREAS, California Department of Public Health ("CDPH") and the federal Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html); and,

WHEREAS, the CDC has established a "Community Transmission" metric with 4 tiers designed to reflect a community's COVID-19 case rate and percent positivity; and,

WHEREAS, the County of San Mateo currently has a Community Transmission metric of "substantial" which is the second most serious of the tiers; and,

WHEREAS, the CUSD Governing Board has an important governmental interest in protecting the health, safety and welfare of those who participate in its meetings; and,

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the CUSD Governing Board deems it necessary to find that meeting in person would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that

1. The recitals set forth above are true and correct.
2. The CUSD Governing Board finds that meeting in person would present imminent risks to the health or safety of attendees.

3. Staff is directed to return no later than thirty (30) days after the adoption of this resolution with an item for the Board to consider making the findings required by AB 361 in order to continue meeting under its provisions.
4. Staff is directed to take such other necessary or appropriate actions to implement the intent and purposes of this resolution.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 29th day of September, 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
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Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: September 29, 2021
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Approval of Reimbursement Agreement Between the San Mateo County Office of Education and Cabrillo Unified School District for Covid-19 Testing and Contact Tracing Services

BACKGROUND INFORMATION

On September 14, 2021, the San Mateo County Office of Education (SMCOE) signed an agreement with WorkSite Labs (WSL) to provide SMCOE and San Mateo school districts the option to contract for contact tracing services and other services (e.g., COVID-19 testing opportunities). This SMCOE contract serves as a "piggyback" contract that allows Cabrillo Unified School District to also enter into this agreement with WSL testing and contract tracing.

DISCUSSION

Tonight, staff ask the Governing Board to review the SMCOE master agreement with WSL and to approve CUSD's subsequent agreement through this "piggyback" contract to allow us the flexibility to avail ourselves of these services as needed.

FISCAL IMPACT

The costs of contact tracing support cannot be projected without knowing the amount of hours of contact tracing that we would require, but the contact tracing hourly rate is included in the master agreement provided.

RECOMMENDATION

Staff recommend the Governing Board approve our ability to join the SMCOE agreement with WSL in order to provide CUSD with the ability to use WSL contact tracing and COVID-19 testing services as needed.

REIMBURSEMENT AGREEMENT BETWEEN THE SAN MATEO COUNTY OFFICE OF EDUCATION AND CABRILLO UNIFIED SCHOOL DISTRICT FOR COVID-19 TESTING AND CONTACT TRACING SERVICES

THIS AGREEMENT is entered into this 30th day of September, 2021, by and between the San Mateo County Superintendent of Schools on behalf of the San Mateo County Office of Education, hereinafter called "SMCOE," and Cabrillo Unified School District, hereinafter called "District";

W I T N E S S E T H:

WHEREAS, on September 14, 2021, the SMCOE entered into a contract with Worksite Labs, Inc ("WSL") to provide COVID-19 testing and contact tracing services to school districts within San Mateo County ("WSL/SMCOE Agreement");

WHEREAS, District desires to utilize WSL's services to support its COVID-19 testing and contact tracing efforts; and

WHEREAS, this Reimbursement Agreement sets forth the process by which the District will reimburse SMCOE for the COVID-19 testing and contact tracing services provided to it by WSL pursuant to the WSL/SMCOE Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. The WSL/SMCOE Agreement is attached hereto as Exhibit A and incorporated by reference as though fully set forth herein.

2. WSL will invoice the SMCOE monthly at a rate of $60 per hour per contact tracer, clearly identifying the hours worked for each school district. SMCOE will issue payment to WSL in accordance with Exhibit A of the WSL/SMCOE Agreement.

3. SMCOE will issue an invoice to District for reimbursement of the COVID-19 testing and contact tracing services provided to District. District agrees to reimburse SMCOE within thirty (30) days for the COVID-19 testing and contact tracing services provided to the District by WSL.

4. If a dispute arises regarding the hours or amount billed to the District, the District shall submit to SMCOE a written description of the disputed charge/invoice and the proposed remedy. The Parties shall then meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve

the dispute within thirty (30) days, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties.

In witness of and in agreement with this Agreement's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For District:

_____ _____

Sean McPhetridge, Superintendent Date

For SMCOE:

_____ _____

Nancy Magee, San Mateo County Superintendent of Schools Date

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AGREEMENT BETWEEN THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS AND WORKSITE LABS, INC. FOR COVID-19 TESTING AND CONTACT TRACING SERVICES FOR SAN MATEO COUNTY SCHOOLS

This Agreement is entered into as of September 14, 2021 (the "Effective Date"), between Worksite Labs, Inc., ("WSL"), and the San Mateo County Superintendent of Schools, ("County Superintendent"). WSL and the County Superintendent shall be referred to individually as a "Party" and collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, on July 12, 2021, the California Department of Public Health ("CDPH") issued guidance stating: "getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools." Similarly, the Centers for Disease Control ("CDC") issued guidance on July 9, 2021 stating: "Screening testing should be offered to students who have not been fully vaccinated when community transmission is at moderate, substantial, or high levels (Table 1); at any level of community transmission, screening testing should be offered to all teachers and staff who have not been fully vaccinated."

WHEREAS, WSL operates independent clinical laboratories duly certified under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and licensed under California clinical laboratory laws to develop, perform, and report clinical laboratory tests designated under CLIA as moderate and high complexity tests. WSL's laboratories are qualified to perform FDA EUA approved COVID-19 assays for the purpose of detecting in respiratory specimens the virus that causes Coronavirus Disease 2019 (COVID-19).

WHEREAS, WSL provides staffing for contact tracing led by a collaborative team of nurses, physicians, and operational leaders within WSL, using a dedicated HIPAA-compliant customer relationship management and phone system. WSL staff track and investigate positive cases from laboratory confirmed sources and self-reported confirmed cases.

WHEREAS, County Superintendent desires to contract with WSL to provide COVID-19 testing and contact tracing services (the "Services"), which will be made available to school districts within San Mateo County to support their health and safety efforts.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, WSL and County Superintendent agree as follows:

1. **Services to be performed by WSL.** In consideration of the payments hereinafter set forth, WSL shall perform services in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto.

2. **Contract Term.** The term of this Agreement shall be from September 14, 2021, to June 30, 2022, unless terminated earlier pursuant to Section 10.

3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the County Superintendent shall make payment to WSL in the manner specified herein and in Exhibit A. In the

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event that the County Superintendent makes any advance payments, WSL agrees to refund any amounts in excess of the amount owed by the County Superintendent at the time of contract termination. In no event shall total payment for services under this Agreement exceed One Hundred Thousand Dollars ($100,000).

4. **Relationship of the Parties.** WSL agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County Superintendent and that neither WSL nor its employees/agents acquire any of the rights, privileges, powers, or advantages of County Superintendent or school district employees.

5. **Insurance Requirements.** WSL agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of Two Million Dollars ($2,000,000) per claim and Five Million Dollars ($5,000,000) annual aggregate. WSL agrees to furnish County Superintendent upon request with a current and valid certificate of insurance from WSL's insurance carrier verifying the nature and amounts of coverage and WSL agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement. County Superintendent, her officers, officials, employees, and volunteers are to be covered as additional insureds on WSL's CGL policy with respect to liability arising out of work or operations performed by or on behalf of WSL.

6. **Indemnification.** Each Party ("Indemnifying Party") shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents ("Indemnified Party") from and against any and all costs, liabilities, and expenses (including reasonable attorneys' fees) payable to third parties for claims arising out of breach of this Agreement by, violation of applicable laws or regulations by, or the gross negligence or willful misconduct of the Indemnifying Party, its officers, employees or agents; provided that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party's prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.

7. **Confidentiality.**

(a) *Confidential Health Information*. The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each Party agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health information which is necessary to perform the duties under this Agreement.

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(b) *HIPAA/CMIA/FERPA*. Except as required by law to report certain data pertaining to COVID-19 testing, all test results shall be kept confidential in accordance with all HIPAA, CMIA and PHI standards. In the event that any PHI within the meaning of the Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by WSL, WSL shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. The County Superintendent will comply with the Confidentiality of Medical Information Act ("CMIA") (Cal. Civil Code §§ 56, *et seq.*) in maintaining the confidentiality of employee health information and the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) in maintaining the confidentiality of student health information. Each Party will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA, the CMIA, FERPA and other guidelines, policies and regulations pertaining to using PHI.

8. **Live Screen Criminal Background Check Requirements:** WSL, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code sections 45125.1 and 45125.2 or SUHSD policy, will ensure that all required criminal background checks are timely conducted for staff working at a San Mateo County school campus. If required by Education Code section 45125.1, WSL must provide for the completion of a Fingerprint Certification form, in the County Superintendent's required format (Exhibit B), prior to any of the WSL's employees, or those of any other subcontractors, who are anticipated to come into contact with students. WSL further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code sections 45125 et seq., and that WSL will comply with any such requirements. WSL further acknowledges and agrees that no WSL or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

9. **Non-Assignability.** WSL shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the County Superintendent, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the County Superintendent the option to terminate this Agreement without notice.

10. **Termination of Agreement.** Either Party, at any time after execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, WSL shall be paid for all work performed through the date of termination. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

11. **Payment of Permits/Licenses.** WSL bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at WSL's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

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12. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** WSL and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.

13. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent or his/her designee. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

14. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo or in the United States District Court for the Northern District of California.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES.

For Worksite Labs, Inc:

DocuSigned by:
Gary Frazier
5694D30FDB61424...

9/15/2021

Gary Frazier, CEO — Date

For the County Superintendent:

Nancy Magee — 9.15.21

Nancy Magee, San Mateo County Superintendent of Schools — Date

9/14/21

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Exhibit A

1. Description of Services to be Performed by WSL

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, WSL shall provide the following services:

A. Testing

Upon request, WSL will provide a sufficient number of Medical Assistants on-site to administer COVID-19 testing at designated school sites. WSL's standard procedure includes intake, screening questions administration, temperature check protocol, and sample collection. WSL's medical personnel will come prepared to test with PPE and all testing supplies. WSL will provide:

- FDA approved PCR tests with 98%-99% sensitivity and accuracy
- Same-day results within 24 hours
- Scheduling portal/website customized to allow for individual scheduling and capture of testing data as needed
- HIPAA compliant results notifications sent directly to individual patients.

Each participating school district will provide the following on-site requirements for WSL to perform its duties safely and efficiently:

- Indoor Space: Large enough to accommodate a minimum of 10 people socially distanced (6-feet apart).
- Furniture: At least one table and three chairs to setup collection materials and tablets used for check-in.
- Internet and Power: Access to electrical outlets for computers/tablets and WiFi access for internet service.
- Other amenities: Onsite bathrooms, trash bins, storage container or closet (to store materials for onsite use).

Test collection is a self-collected mid-turbinate (nasal) swab for RT-PCR assays. Each PCR test is processed in a high complexity CLIA laboratory as required by the FDA Emergency Use Authorization ("EUA") for SARS-CoV-2 PCR Detection.

WSL has an open, multi-vendor approach to RT-PCR assays which provides WSL with redundancy in the test configuration and significantly reduced risk of supply chain interruption. Links to the FDA approved Instructions for Use for its two primary PCR test kits are here:

https://www.fda.gov/media/136870/download

https://www.fda.gov/media/138178/download

WSL will provide an online test registration web portal, for online advance scheduling and registration. Walk-up registration will also be available on-site for those unable to register in advance. Depending on testing capacity, some walk-ups may be accommodated same day, while others may be scheduled for another day.

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Results notifications (positive and negative) are sent to the individual electronically via email and text message. The individual then accesses a HIPAA compliant secure authenticated web portal to view and download test results. A separate "third party" portal is optional and can be made available with the appropriate waivers from patients allowing third party viewing of results.

B. Contact Tracing

In collaboration with the County Superintendent's leadership team, WSL will provide contact tracing services in alignment with the County Superintendent's current contact tracing requirements and protocols. These protocols will be aligned with the County Superintendent's Pandemic Recovery Framework and County Health protocols. WSL will track and investigate positive cases from both laboratory confirmed sources and self-reported confirmed cases.

In order to perform contact tracing, each participating San Mateo County school district will provide the following:

- School layout, including classrooms, lunch areas, and other communal areas
- School drop-off and pickup locations
- School district bus routes
- Other information as needed to determine close contact in alignment with the definition stated above

WSL's contact tracing staff are certified through Johns Hopkins University School of Health and/or the CDC. WSL's contact tracing staff will be led by a collaborative team of nurses, physicians, and operational leaders within WSL. Contact tracing outreach to parties being investigated will occur during business hours, Monday through Friday, which can be modified based on the County Superintendent's request. The staffing capacity and productivity will be as follows:

- 1 FTE= 8-12 individual contacts/day
- 1 FTE= Overall client load of approximately 30 individuals, until investigations are closed and forwarded to the appropriate contact for the County Department of Public Health for submission

Minutes/Call	Hours per 5 day Week/FTE (40 hrs x 60 min/hr)	Contacts Per Week/FTE	Contacts Per Day FTE	Contacts Per Day 5 FTE	Contacts Per Day 10 FTE
40	2400	60	12	60	120
45	2400	53	11	53	107
50	2400	48	10	48	96
55	2400	44	9	44	87
60	2400	40	8	40	80

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Based on this staffing guidance, WSL will begin operations with 1 FTE, who can complete minimum of 12 touchpoints per day, and an active client load of 30 persons. A total pool of 5 FTEs will be trained and certified in California to provide back up support in the event of an unforeseen increase in demand for contact tracing.

The scope of work for contact tracing will be an iterative process in coordination with County Superintendent and District staff, with WSL gradually assuming more responsibility in the three overall areas of:

i. Identification of positive individuals

ii. Investigation into close contact and modes of transmission

iii. Submission to the appropriate public health agencies for regulatory compliance

2. Amount and Method of Payment

In consideration of the services provided by WSL pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the County Superintendent shall pay WSL based on the following schedule and terms:

- COVID-19 Testing: Free to Staff and Students. There will be no payment required from students or staff for COVID-19 testing. As a CLIA-certified laboratory registered with the Centers for Medicaid and Medicare (CMS) and CDPH, WSL qualifies for reimbursement under all state, federal, and private insurance programs. Therefore, WSL will manage its own insurance billing and reimbursement for all testing done on behalf of The County Superintendent.
- WSL will invoice County Superintendent monthly at a rate of $60 per hour per contact tracer. This hourly rate includes WSL's overhead costs to staff and manage the Contact Tracing team, and a dedicated HIPAA compliant customer relationship management and phone system so they can manage all contacts, closely monitor call performance, and generate the required reports to school, County, and government agencies. WSL's invoices will clearly identify hours worked per school district to enable the County Superintendent to seek reimbursement of those costs directly from each school district, as applicable.

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Exhibit B

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the San Mateo County Superintendent of Schools (County Superintendent) that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. Education Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

   X _____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with students in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and SUHSD students at all times; and/or

   _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is: Name:_____Title: _____

   _____ The work on the Contract is at an unoccupied school site and no employee and/or subcontractor and/or supplier shall come in contact with SUHSD students.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (https://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Gary Frazier	CEO
Print Name	Title
DocuSigned by: Gary Frazier 5694D30FDB61424...	9/15/2021
Signature	Date

CABRILLO UNIFIED SCHOOL DISTRICT

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

SUPERINTENDENT
Sean McPhetridge, Ed.D.

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

MEMORANDUM

MEETING DATE: September 29, 2021
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Approval of Resolution No. 15-21, Urging the Governor and Legislature to Require COVID-19 Vaccinations for Students

BACKGROUND INFORMATION

In consultation with superintendents of San Mateo County public school districts, the San Mateo County Office of Education (SMCOE) prepared a letter to send to Governor Newsom to urge that he and the State Legislature consider mandating COVID-19 vaccinations for all students. The State of California has the legislative authority to enact such a vaccine mandate as done previously with other state immunization efforts against infectious diseases.

DISCUSSION

Tonight, staff ask the Governing Board to discuss and consider approval of this letter so that Cabrillo Unified School District can send its own letter to Governor Newsom on this topic and join SMCOE's organizing effort at getting other San Mateo County public school districts to join this county-wide collective action campaign to now urge state legislators to enact a mandate of COVID-19 vaccinations for all students.

FISCAL IMPACT

There is no fiscal impact in approving and authorizing this letter to Governor Newsom.

RECOMMENDATION

Staff now recommend approval of this action item so that CUSD can join SMCOE and other San Mateo County public school districts in sending a letter urging the Governor and State Legislature to mandate COVID-19 vaccinations for all CUSD students.

RESOLUTION No. 15-21
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

URGING THE GOVERNOR AND LEGISLATURE TO REQUIRE COVID-19 VACCINATIONS FOR STUDENTS

WHEREAS, on August 11, 2021, Dr. Tomás J. Aragón, California Department of Public Health Director and State Public Health Officer stated, "There's no substitute for in-person instruction, and California will continue to lead the nation in keeping students and staff safe while ensuring fully open classrooms"; and

WHEREAS, students in Cabrillo Unified School District and other school districts across the county and state continue to contract COVID-19 or are close contacts of those with COVID-19 and miss precious days and weeks of in-person learning; and

WHEREAS, community fear of transmission among students and staff leads schools to enforce additional safety measures and limit opportunities for their students to fully engage in many of the opportunities that have traditionally accompanied the school experience; and

WHEREAS, along with other districts in San Mateo County and the state, Cabrillo Unified School District has worked hard to implement a layered approach to COVID-19 safety measures in order to keep students and staff safe and avoid the spread of COVID-19 in its schools; and

WHEREAS, although these safety measures are effective at limiting the spread of COVID-19, the California Department of Public Health, the Centers for Disease Control and Prevention, and other public health agencies have stated that vaccinations are the most effective way to prevent the contraction and spread of COVID-19; and

WHEREAS, on August 11, 2021, Governor Newsom stated, "vaccinations are how we will end this pandemic"; and

WHEREAS, leadership and action from the State is needed to make COVID-19 vaccinations of students a requirement for attending school in California; and

WHEREAS, without State leadership and action, California will experience an inequitable patchwork of vaccination mandates across districts and counties as schools scramble to do all they can to protect their students and staff; and

WHEREAS, mandating COVID-19 vaccination for students offers the State a critical opportunity to improve public health and ensure the safety of California's students and education workforce; and

NOW, THEREFORE, BE IT RESOLVED that the Cabrillo Unified School District Governing Board urges the Governor and Legislature to work together to make full vaccination against COVID-19 a requirement for students to attend school in California.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 29th day of September, 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

September 30, 2021

Governor Gavin Newsom
State of California
1303 10th Street, Suite 1173
Sacramento, California 95814

Dear Governor Newsom:

We, the Trustees of the Governing Board of Cabrillo Unified School District, urge you to engage with the California Department of Public Health (CDPH) to update Health and Safety Code section 120335 to include COVID-19 on the list of diseases for which immunizations are required for students to attend school in California. It is our understanding that Section 120335(b)11 of the State's Health and Safety Code allows the department to add to this list, "Any other disease deemed appropriate by the department."

Given the devastating impact of COVID-19 on our schools, students, staff, families, and communities, mandating vaccination for students offers the State a critical opportunity to improve public health and ensure the safety of California's students and education workforce. CDPH has consistently promoted vaccinations as the most effective way to prevent the spread of COVID-19. Requiring COVID vaccinations for students would put CDPH's findings and recommendations into action.

Although schools have worked hard to implement a layered approach to COVID-19 safety measures, COVID-19 continues to impede the ability of students to remain safely in school for full-time instruction. Community fear of transmission among students and staff also leads schools to enforce additional safety measures and limit opportunities for their students to fully engage in many of the opportunities that have traditionally accompanied the school experience.

Without action by the State, California will create an inequitable patchwork of potentially illegal vaccination mandates across districts and counties as schools scramble to do all they can to protect their students and staff. Now is the time for State leadership. If we prioritize the health and safety of students across the state, we cannot leave a decision this important to local health officials and school districts. We never would have minimized the threat of diseases that plagued children and our communities for generations if the State of California had not made childhood immunizations mandatory for school attendance. We need to build on that history.

Thank you for your leadership and action during the pandemic to keep our schools open and safe. The fact that our students are once again on campus and in person for their learning is the direct result of your leadership and the partnership and support of the California Department of Public Health. We urge you to address this remaining, but critical concern as quickly as possible.

Sincerely,

Trustees of the Governing Board of Cabrillo Unified School District

Lizet Cortes, President
Mary Beth Alexander, Vice President
Freya McCamant, Clerk
Sophia Layne, Member
Kimberly Hines, Member

Governor Gavin Newsom
State of California
1303 10th Street, Suite 1173
Sacramento, CA 95814

Dear Governor Newsom:

As the San Mateo County Superintendent of Schools, and with the collective conviction of the undersigned district superintendents from across our county, I urge you to engage with the California Department of Public Health (CDPH) to update Health and Safety Code section 120335 to include COVID-19 on the list of diseases for which immunizations are required for students to attend school in California. It is our understanding that Section 120335(b)11 of the State's Health and Safety Code allows the department to add to this list, "Any other disease deemed appropriate by the department."

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Sincerely,

Nancy Magee
San Mateo County Superintendent of Schools