Regular Governing Board Meeting Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session • Thursday, February 10, 2022 • 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

The Cabrillo Unified School District Governing Board values the health and safety of our community and staff. We also honor the public's need and right to meaningfully participate and comment in public proceedings, and in light of the current health emergency, the CUSD Governing Board will hold its meetings remotely via teleconference using Zoom technology. This decision is consistent with AB 361, a bill that formalizes and modifies the teleconference procedures implemented by California public agencies in response to the Governor's Executive Orders N25-20 and N29-20 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. There will not be a physical location for this meeting.

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 Written Comments in Advance:

Members of the public wishing to provide comments in advance of the meeting may submit a Public Comments form bit.ly/cusdcomments or email to the Administrative Assistant. Written comments will be accepted from the time the agenda is posted right up to one hour before the meeting start time. Comments will be read out loud by the Board President or a Designee. 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 and the public.

2. Provide Live Comment Using the Zoom Hand Raise Feature:

Members of the public wishing to speak during the meeting must use the 'Raise Hand' feature. During the meeting, the President or Designee will announce the opportunity for public comments.

To raise your hand in a webinar:

- If watching on a device, use the 'Raise Hand' feature in Zoom webinar controls.
- If listening from a phone, dial *9 to raise your hand.

When acknowledged by Board President or Designee, speakers may be prompted to unmute. After the allowed time, speakers will be placed on mute. Individuals are given up to three (3) minutes to speak. However, with Board consent, the President may increase or decrease the time allowed, depending on the topic and the number of persons wishing to be heard. The Administrative Assistant will keep the time and advise the speaker when there are 30 seconds left and again when time is up. We ask all speakers to keep within the time limits.

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

1. Roll Call / Quorum
2. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. COMMUNICATIONS

a. Public Comments

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b. Employee Organizations Report
    1. CUTA Representatives
    2. CSEA Representatives
c. Board Members Report
d. Student Board Member Report
e. Superintendent Report

4. CONSENT AGENDA

a. Approval of Certificated Personnel Report (Consent Agenda)

4.a Board Memo Certificated Personnel Report.pdf (p. 7)

b. Approval of Classified Personnel Report (Consent Agenda)

4.b Board Memo Classified Personnel Report.pdf (p. 8)

c. Approval of Donations to Cabrillo Unified School District (Consent Agenda)

4.c Board_Memo_Donations_February_2021.pdf (p. 9)

4.c.1 Summary_Site_Donations_February_2022.pdf (p. 10)

d. Approval of Warrant Register Report Processed from December 17, 2021 to January 31, 2022 (Consent Agenda)

4.d Board_Memo_Warrant_Register_February_2022.pdf (p. 11)

4.d.1 Warrant Register December 17, 2021 to January 31, 2022.pdf (p. 12)

e. Approval of 2021-22 Comprehensive School Safety Plans (Consent Agenda)

4.e Board_Memo_2021-22_School _Safety_Plans.pdf (p. 28)

f. Approval of Bond-Funded Construction Projects – Farallone View Elementary Modernization (Consent Agenda)

4.f Board_Memo_FV_Modernization_Phase 2_.pdf (p. 29)

4.f.1 Studio W Architect Agreement FV Modernization Phase 2.pdf (p. 30)

g. Approval of the Bid Award of the Cunha Library Wall Repair Project (Consent Agenda)

4.g Board_Memo_Cunha_Library_Wall_Repair_Bid.pdf (p. 101)

4.g.1 Landmark Modernization Bid Cunha Library Wall.pdf (p. 102)

h. Approval of the Bid Award of the Half Moon Bay High School Roofing Project (Consent Agenda)

4.h Board_Memo_HMBHS_Roofing_Project_Bid_Award.pdf (p. 118)

4.h.1 State_Roofing_Systems_Inc_Bid_HMBHS_Roofing_Project.pdf (p. 119)

i. Adoption of Resolution No. 02-2022 to Make Findings Allowing Continued Remote Meetings Under AB361 (Consent Agenda)

4.i Board Memo AB361 Resolution.pdf (p. 133)

4.i.1 Resolution 01-2022 AB361 Teleconference Meetings.pdf (p. 135)

j. Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and by CUSD Federal Program Monitoring (FPM) Consultant (Consent Agenda)

4.j Board Memo Minutes.pdf (p. 137)

4.j.1 2022-01-12 Special Board Meeting Minutes.pdf (p. 138)

4.j.2 2022-01-20 Regular Board Meeting Minutes.pdf (p. 140)

4.j.3 2022-01-21 Special Board Meeting Minutes.pdf (p. 146)

4.j.4 2022-01-26 Emergency Board Meeting Minutes.pdf (p. 148)

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

4.k Board Memo Policy Updates.pdf (p. 150)

4.k.1 Policy Guide Sheet.pdf (p. 151)

4.k.2 0430 BP Comprehensive Local Plan For Special Education - DRAFT.pdf (p. 152)

4.k.3 1312.3 BP Uniform Complaint Procedures - DRAFT.pdf (p. 155)

4.k.4 6142.7 BP Physical Education And Activity - DRAFT.pdf (p. 163)

l. CSEA's Initial Proposal for 2021-2024 Successor Negotiations (Consent Agenda)

4.l Board Memo CSEA-CUSD Sunshine Reopeners.pdf (p. 169)

4.l.1 CSEA Initial Proposal for 2021-24 Sucessor Negotiations.pdf (p. 170)

4.l.2 CUSD Receipt of CSEA Sunshine Letter.pdf (p. 173)

5. GENERAL BUSINESS

a. Pilarcitos High School Update Presentation (Presentation)

5.a Board Memo Pilarcitos High School Presentation.pdf (p. 174)

5.a.1 Pilarcitos High School & Independent Study Slide Presentation.pdf (p. 175)

b. Adoption of Proclamation Endorsing March as Women's History Month (Action)

5.b Board Memo Proclamation Women's History Month.pdf (p. 185)

5.b.1 Proclamation Women's History Month.pdf (p. 186)

c. Presentation of the 2021-2022 Mid Year LCAP and Supplement to the Annual Update Reports (Presentation)

5.c Board Memo 2021-22 LCAP Mid Year Report & Supplement to Annual Update.pdf (p. 188)

5.c.1 Mid Year LCAP Update Presentation.pdf (p. 189)

5.c.2 2022 Supplement to Annual Update for_2021-22 LCAP.pdf (p. 211)

5.c.3 2021 LCAP Mid-Year Report.pdf (p. 222)

d. Approval of the 2022-2023 Student/Teacher Calendar (Action)

5.d Board Memo 2022-23 Academic Calendar.pdf (p. 251)

5.d.1 2022-23_Student_Teacher_Calendar_Draft.pdf (p. 252)

e. Adoption of Resolution No. 03-2022, Recognizing Juneteenth Independence Day (Action)

5.e. Board Memo Juneteenth Independence Day Holiday.pdf (p. 253)

5.e.1 Resolution No. 03-2022 Juneteenth Independence Day.pdf (p. 255)

f. Update on COVID-19 Readiness Project at CUSD (Presentation)

5.f Board_Memo_COVID_Ready_Classrooms.pdf (p. 257)

5.f.1 COVID Readiness Project Presentation.pdf (p. 258)

g. Review of Proposed Locations for AT&T's Communication Tower at The Half Moon Bay High School (Possible Action)

5.g Board Memo_AT&T_Tower_Relocation_Presentation.pdf (p. 282)

5.g.1 AT&T Tower Relocation Proposal Presentation.pdf (p. 283)

5.g.2 Photo Simulation.pdf (p. 288)

5.g.3 Electromagnetic Energy (EME) Exposure Report.pdf (p. 293)

5.g.4 Proposed Equipment and Anntena Information REVB.pdf (p. 309)

h. Public Hearing and Adjustment of Trustee Area Boundaries (Action)

5.h Board Memo Trustee Areas Adjustment.pdf (p. 318)

5.h.1 Trustee Areas Adjustment Alternatives 1 and 6 Presentation.pdf (p. 319)

5.h.2 Notice of Public Hearing Adjustment of Trustee Area Maps.pdf (p. 330)

6. FUTURE EVENTS

a. February 11 - Special Board Meeting Closed Session, Location TBD, 9:00 AM

b. February 15 - Family Engagement Series: Raising Humans in a Digital World, via Zoom - 7:00 PM

c. February 21-25 - Presidents Week - No School

d. March 2 - School Financial Office Hours, via RingCentral - 4:00 PM

e. March 10 - Regular Board Meeting, Location TBD - 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: February 10, 2022
TO: Members of the Governing Board
FROM: Bianca Forrester, Interim Director of Personnel and Pupil Services
CATEGORY: Consent/Action
ITEM TITLE: Approval of the Certificated Personnel Report

BACKGROUND INFORMATION

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

1. OFFER OF EMPLOYMENT FOR 2021-2022 SCHOOL YEAR

Bianca Forrester, Interim Director of Personnel/Pupil Services, District Office, effective January 24, 2022.

2. LEAVE OF ABSENCE

Rafael Dubon, Spanish Teacher, Half Moon Bay High School, for the 2022-2023 school year.

3. CUTA SENIORITY LIST

Seniority List has been distributed to and approved by CUTA members and CUTA President.

FISCAL ANALYSIS

Financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: Bianca Forrester, Interim 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 2021-2022 SCHOOL YEAR

Rinaldo Veseliza, Construction Manager, District Office, effective January 20, 2022.

2. RESIGNATION

Alejandro Preciado, Maintenance Custodian, Hatch Elementary School, effective February 1, 2022.

3. PROMOTION

Stig Lynne, Interim Director of Information Technology, District Office, formerly System Administrator, effective November 12, 2021.

4. CSEA SENIORITY LIST

Seniority List has been distributed to and approved by CSEA members and CSEA President.

FISCAL ANALYSIS

Financial impact is included in the budget.

RECOMMENDATION

Approve as submitted.

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MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of Donations to Cabrillo Unified School District

BACKGROUND INFORMATION

The Governing Board routinely reviews the monthly donation reports.

REPORT/PROPOSAL

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

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

February 10, 2022 Board Meeting
Summary Site Donations

Site	Items	Donor	Amount	Site Total Donations
HMBHS	Money for Ashley Pedersen Memorial Scholarship	William H. Smith	$1,000.00	
HMBHS	Money for the Cougar Pride Wrestling Scholarship	High Point Roofing Services	$100.00	
HMBHS	Money for the Half Moon Bay Brewery Co. Scholarship	The Brewery on Half Moon Bay Co., Inc	$17,000.00	
				$18,100.00

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MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of Warrant Register Report Processed from December 17, 2021 to January 31, 2022

BACKGROUND INFORMATION

In alignment with Education Code 52631, Cabrillo USD presents all payments from the funds of the CUSD on forms prescribed by the San Mateo County Superintendent of Schools (Financial 2000). Staff hereby presents to the CUSD Board the warrants processed from December 17, 2021 to January 31, 2022.

FISCAL ANALYSIS

Register of warrants processed by the CUSD indicates all CUSD financial activity.

RECOMMENDATION

Approve as submitted.

ACCOUNTS PAYABLE WARRANT/EFT REPORT

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE WARRANT/EFT REPORT
Printed	2/1/2022 8:19:59 AM
District	41
Logon	MarshJ
Fiscal Year	2022

Options

Report Title	01/01/22-01/31/22

Sorting

Sort By	Warrant/EFT#

Filters

Payment Type	District
Form of Payment	ALL
From Date Paid	01/01/2022
To Date Paid	01/31/2022
Year	2022
District	41

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-736415	008315-01 SCAPES INC	01/11/2022	157,106.52	PO220125-005	157,106.52	21-9711-0-9638-8520-6170-000	7
W-736416	000196-01 COUNTY SCHOOL SE	01/11/2022	7,000.00	PO220497-001	7,000.00	01-4127-0-1110-1000-5800-740	18046
W-736417	009206-01 HASSETT HARDWARE	01/11/2022	310.16	PO220164-012	310.16	01-8150-0-0000-8110-4300-780	216576-122521
W-736418	008259-01 ACHIEVEKIDS	01/11/2022	19,025.00	PO220590-003	9,500.00	01-6500-0-5750-1180-5100-730	30216
			19,025.00	PO220590-003	225.00	01-6500-0-5750-1180-5867-730	30216
			19,025.00	PO220590-003	180.00	01-6500-0-5750-1180-5864-730	30216
			19,025.00	PO220590-003	1,274.00	01-6500-0-5750-1180-5863-730	30216
			19,025.00	PO220590-004	6,257.00	01-6500-0-5750-1180-5100-730	30346
			19,025.00	PO220590-004	180.00	01-6500-0-5750-1180-5867-730	30346
			19,025.00	PO220590-004	135.00	01-6500-0-5750-1180-5864-730	30346
			19,025.00	PO220590-004	1,274.00	01-6500-0-5750-1180-5863-730	30346
W-736419	007627-01 AT&T MOBILITY	01/11/2022	1,572.22	PO220275-005	1,572.22	01-0000-0-0000-8205-5901-720	287298525082X121
W-736420	006907-03 HILLYARD / SAN F	01/11/2022	2,124.57	PO220430-005	1,061.66	01-8150-0-0000-8110-4300-780	604483135
			2,124.57	PO220430-006	1,062.91	01-8150-0-0000-8110-4300-780	604483136
W-736421	011766-01 NELLES, JANET	01/11/2022	2,400.00	PO220529-003	1,200.00	01-6500-0-5001-2140-5800-730	003
			2,400.00	PO220529-004	1,200.00	01-6500-0-5001-2140-5800-730	004
W-736422	011171-01 ON POINT LANGUAG	01/11/2022	585.00	PO220257-005	585.00	01-4203-0-0000-2140-5800-740	SPED/12-2021
W-736423	008523-01 THE SPEECH PATHO	01/11/2022	31,216.75	PO220339-007	31,108.00	01-6500-0-5760-1180-5867-730	INV019908
			31,216.75	PO220374-002	108.75	01-6500-0-5750-1180-5867-730	INV019666
W-736424	011296-01 BETTER 4 YOU MEA	01/11/2022	23,332.22	PO220187-024	8,693.37	13-5310-0-0000-3700-4710-105	1221-5151
			23,332.22	PO220187-025	4,160.06	13-5310-0-0000-3700-4710-101	1221-5149
			23,332.22	PO220187-026	1,286.33	13-5310-0-0000-3700-4710-107	1221-5152

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			23,332.22	PO220187-027	2,553.06	13-5310-0-0000-3700-4710-103	1221-5150
			23,332.22	PO220187-028	6,639.40	13-5310-0-0000-3700-4710-211	1221-5148
W-736425	009571-01 GOLD STAR FOODS	01/11/2022	218.58	PO220197-055	2.70	13-5310-0-0000-3700-4790-331	4555019
			218.58	PO220197-056	81.25	13-5310-0-0000-3700-4790-331	4556508
			218.58	PO220197-057	46.19	13-5310-0-0000-3700-4710-331	4522881
			218.58	PO220197-057	88.44	13-5310-0-0000-3700-4712-331	4522881
W-736426	004891-01 ORKIN EXTERMINAT	01/11/2022	108.71	PO220192-005	108.71	13-5310-0-0000-8205-5504-331	221241944
W-736427	009680-01 PAOLI, STEPHANIE	01/11/2022	11.54	PV220285-001	11.54	13-5310-0-0000-3700-5200-331	11.54
W-736428	009571-01 GOLD STAR FOODS	01/11/2022	793.33	PO220197-059	764.08	13-5310-0-0000-3700-4712-211	4424323
			793.33	PO220197-059	29.25	13-5310-0-0000-3700-4711-211	4424323
W-736429	005163-01 SYSCO FOOD SERVI	01/11/2022	2,795.83	PO220195-039	600.00	13-5310-0-0000-3700-4710-331	450644005
			2,795.83	PO220195-040	271.22	13-5310-0-0000-3700-4712-211	450702340
			2,795.83	PO220195-041	828.19	13-5310-0-0000-3700-4712-331	450702339
			2,795.83	PO220195-041	740.62	13-5310-0-0000-3700-4710-331	450702339
			2,795.83	PO220195-041	103.91	13-5310-0-0000-3700-4790-331	450702339
			2,795.83	PO220195-041	537.10	13-5310-0-0000-3700-4300-331	450702339
			2,795.83	CM220012-001	(285.21)	13-5310-0-0000-3700-4712-211	450641256
W-736430	009571-01 GOLD STAR FOODS	01/11/2022	1,725.23	PO220197-060	92.38	13-5310-0-0000-3700-4712-211	4522944
			1,725.23	PO220197-060	6.50	13-5310-0-0000-3700-4711-211	4522944
			1,725.23	PO220197-061	764.08	13-5310-0-0000-3700-4712-211	4424012
			1,725.23	PO220197-061	19.50	13-5310-0-0000-3700-4711-211	4424012
			1,725.23	PO220197-058	32.50	13-5310-0-0000-3700-4711-331	4424261

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			1,725.23	PO220197-058	810.27	13-5310-0-0000-3700-4712-331	4424261
W-737260	007426-01 BOYS & GIRLS CLU	01/13/2022	1,348.75	PO220691-001	1,348.75	01-8150-0-0000-8110-5603-780	BGCC202114
W-737261	010742-01 CUSTOMLANYARD.NE	01/13/2022	92.45	PV220287-001	92.45	01-0101-0-1310-1000-4300-101	220695082 REISSU
W-737262	006562-01 HALF MOON BAY AU	01/13/2022	4,130.02	PO220226-002	2,495.95	01-9723-0-0000-3600-5603-788	66504
			4,130.02	PO220226-003	1,383.59	01-9723-0-0000-3600-5603-788	66534
			4,130.02	PO220226-004	250.48	01-9723-0-0000-3600-5603-788	66545
W-737263	000915-01 HALF MOON BAY GL	01/13/2022	339.84	PO220096-004	339.84	01-8150-0-0000-8110-4300-780	7439
W-737264	009206-01 HASSETT HARDWARE	01/13/2022	87.05	PO220164-014	62.32	01-8150-0-0000-8110-4300-780	216537-122521
			87.05	PO220164-015	11.58	01-8150-0-0000-8110-4300-780	216625-122521
			87.05	PO220399-003	13.15	01-3550-0-3800-1000-4300-331	216554-122521
W-737265	011562-01 HOPSKIPDRIVE INC	01/13/2022	7,417.96	PO220335-004	3,654.47	01-6500-0-5760-1180-5863-730	6850-AA
			7,417.96	PO220336-004	3,484.61	01-6500-0-5760-1180-5863-730	6850-GF
			7,417.96	PO220334-004	278.88	01-6500-0-5760-1180-5863-730	6850-YAH
W-737266	011778-01 MOLDOVAN, RON	01/13/2022	83.77	TC220033-001	83.77	01-0000-0-0000-8210-5200-782	10-11/2021 REISS
W-737267	011171-01 ON POINT LANGUAG	01/13/2022	9,315.00	PO220257-006	215.00	01-4203-0-0000-2140-5800-740	OSSC-12/2021
			9,315.00	PO220394-006	9,100.00	01-0000-0-0000-2140-5800-740	LANG/12-2021
W-737268	010723-01 PALO ALTO PREP	01/13/2022	4,343.00	PO220116-004	3,770.00	01-6500-0-5750-1180-5100-730	010522-AA
			4,343.00	PO220116-004	573.00	01-6500-0-5750-1180-5861-730	010522-AA
W-737269	011784-01 PROFESSIONAL CHA	01/13/2022	2,400.00	PO220626-001	2,400.00	01-9723-0-0000-3600-5800-788	3362
W-737270	007442-01 SAN JOAQUIN C.O.	01/13/2022	41.00	PO220031-004	41.00	01-6500-0-5001-2140-5800-730	ARD22-01876
W-737271	009151-01 STARFISH THERAPI	01/13/2022	744.00	PO220108-005	155.00	01-6500-0-5750-1180-5864-730	18558
			744.00	PO220369-005	124.00	01-6500-0-5760-1180-5864-730	18557

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			744.00	PO220106-005	155.00	01-6500-0-5750-1180-5864-730	18556
			744.00	PO220368-004	124.00	01-6500-0-5760-1180-5864-730	18555
			744.00	PO220107-005	186.00	01-6500-0-5750-1180-5864-730	18554
W-737272	011769-02 THE NEW YORK TIM	01/13/2022	1,341.60	PO220532-001	1,341.60	01-9580-0-1110-1000-4300-331	ACCT# 911891521
W-737273	011597-01 MARIA EUGENIA YO	01/13/2022	234.75	TC220037-001	234.75	01-0700-0-1460-3140-5200-000	11/01-11/30 MILE
W-737274	011160-01 SALCIDO, ASH	01/13/2022	118.08	TC220038-001	55.37	01-6500-0-5750-1190-5200-730	12/01-12/17 MILE
			118.08	TC220036-001	24.63	01-6500-0-5750-1190-5200-730	11/2021 MILEAGE
			118.08	TC220036-001	22.40	01-6500-0-5750-1190-5200-730	11/2021 MILEAGE
			118.08	TC220036-001	15.68	01-6500-0-5750-1190-5200-730	11/2021 MILEAGE
W-737275	010967-01 VANA, SUSAN CICC	01/13/2022	44.96	TC220035-001	44.96	01-0700-0-5001-2140-5200-730	11/2021 MILEAGE
W-737276	005129-01 ATLAS-PELLIZZARI	01/13/2022	6,875.00	PO220643-001	6,875.00	21-9711-0-9643-8520-5603-105	8232
W-737277	008988-01 CARLTON, LYNNE	01/13/2022	25.00	PV220286-001	25.00	01-0000-0-0000-7400-5800-750	103883
W-737278	006962-01 COMTEL SYSTEMS T	01/13/2022	8,500.00	PO220693-002	7,020.00	01-8150-0-0000-8110-5603-780	0519197-IN
			8,500.00	PO220693-003	1,480.00	01-8150-0-0000-8110-5603-780	0519744-IN
W-737279	011524-01 HANNA INTERPRETI	01/13/2022	1,440.00	PO220105-003	1,440.00	01-6500-0-5001-2100-5800-730	432682
W-737280	009206-01 HASSETT HARDWARE	01/13/2022	2,741.15	PO220164-013	2,741.15	01-8150-0-0000-8110-4300-780	347212-122521
W-737281	010692-01 MATH LEARNING CE	01/13/2022	8,445.43	PO220009-001	8,152.14	01-6300-0-1110-1000-4100-740	INV6077
			8,445.43	PO220010-001	293.29	01-6300-0-1110-1000-4100-740	INV5481
W-737282	007457-01 PACIFIC AUTISM L	01/13/2022	6,600.00	PO220115-005	6,600.00	01-6500-0-5750-1180-5861-730	412813
W-737283	010723-01 PALO ALTO PREP	01/13/2022	3,961.00	PO220118-006	3,770.00	01-6500-0-5750-1180-5100-730	010522-GF
			3,961.00	PO220118-006	191.00	01-6500-0-5750-1180-5861-730	010522-GF
W-737284	009491-01 SOUND AND SIGNAL	01/13/2022	3,000.00	PO220070-003	3,000.00	01-8150-0-0000-8110-5603-780	11281

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-737285	009151-01 STARFISH THERAPI	01/13/2022	124.00	PO220373-004	124.00	01-6500-0-5760-1180-5867-730	18559
W-737286	005037-01 TK ELEVATOR CORP	01/13/2022	1,489.34	PO220236-003	1,489.34	01-8150-0-0000-8110-5602-780	3006372421
W-737287	000397-03 KAISER FOUNDATIO	01/13/2022	9,217.56	PV220292-001	8,615.89	01-0000-0-0000-0000-9564-000	01012022
			9,217.56	PV220292-001	601.67	01-0000-0-0000-0000-9553-000	01012022
W-737288	000397-04 KAISER FOUNDATIO	01/13/2022	19,456.04	PV220295-001	19,456.04	01-0000-0-0000-0000-9553-000	01012022
W-737289	000397-05 KAISER FOUNDATIO	01/13/2022	1,702.72	PV220293-001	1,702.72	01-0000-0-0000-0000-9564-000	01012022
W-737290	000397-06 KAISER FOUNDATIO	01/13/2022	3,630.41	PV220294-001	774.17	01-0000-0-0000-0000-9553-000	01012022
			3,630.41	PV220294-001	2,856.24	01-0000-0-0000-0000-9553-000	01012022
W-737291	000397-08 KAISER FOUNDATIO	01/13/2022	774.17	PV220296-001	774.17	01-0000-0-0000-0000-9553-000	01012022
W-737292	010927-01 METROPOLITAN LIF	01/13/2022	327.25	PV220301-001	327.25	01-0000-0-0000-0000-9564-000	01012022
W-737293	011478-01 UNITED BEHAVIORA	01/13/2022	469.00	PV220298-001	469.00	01-0000-0-0000-0000-9564-000	01012022
W-737294	011521-01 RODRIGUEZ-RUIZ,	01/13/2022	69.16	TC220034-001	69.16	01-0700-0-1460-3140-5200-000	11/01-11/30 MILE
W-737295	001026-04 SCHOOL SPECIALTY	01/13/2022	28,121.28	PV220288-001	21,868.55	01-3213-0-0000-8110-4400-000	308103917213
			28,121.28	PV220289-001	6,252.73	01-3213-0-0000-8110-4400-000	208127963355
W-737296	011057-01 UPS	01/13/2022	6.44	PO220268-003	6.44	01-0000-0-0000-7300-5903-720	0000968340481
W-737297	000397-01 KAISER FOUNDATIO	01/13/2022	108,840.41	PV220291-001	107,307.41	01-0000-0-0000-0000-9564-000	01012022
			108,840.41	PV220291-001	766.50	01-0000-0-0000-0000-9553-000	01012022
			108,840.41	PV220291-001	766.50	01-0000-0-0000-0000-9564-000	01012022
W-737298	000397-02 KAISER FOUNDATIO	01/13/2022	151,186.74	PV220290-001	151,186.74	01-0000-0-0000-0000-9564-000	01012022
W-737299	011598-01 SUTTER HEALTH PL	01/13/2022	24,836.50	PV220299-001	22,425.10	01-0000-0-0000-0000-9564-000	01012022
			24,836.50	PV220299-001	2,411.40	01-0000-0-0000-0000-9553-000	01012022
W-737300	011598-02 SUTTER HEALTH PL	01/13/2022	3,407.80	PV220300-001	3,407.80	01-0000-0-0000-0000-9553-000	01012022

01/01/22-01/31/22
41 Cabrillo Unified School District **Fiscal Year: 2022**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-737301	011599-01 U H S PREMIUM BI	01/13/2022	7,411.94	PV220297-001	7,411.94	01-0000-0-0000-0000-9564-000	01012022
W-737302	011438-01 ACSIG	01/13/2022	3,667.22	PV220302-001	2,712.70	01-0000-0-0000-0000-9572-000	01012022
			3,667.22	PV220302-001	547.05	01-0000-0-0000-0000-9553-000	01012022
			3,667.22	PV220302-001	339.09	01-0000-0-0000-0000-9572-000	01012022
			3,667.22	PV220302-001	68.38	01-0000-0-0000-0000-9553-000	01012022
W-737303	011438-02 ACSIG	01/13/2022	35,798.69	PV220303-001	21,487.63	01-0000-0-0000-0000-9571-000	01012022
			35,798.69	PV220303-001	1,872.49	01-0000-0-0000-0000-9571-000	01012022
			35,798.69	PV220303-001	614.50	01-0000-0-0000-0000-9571-000	01012022
			35,798.69	PV220303-001	9,632.80	01-0000-0-0000-0000-9553-000	01012022
			35,798.69	PV220303-001	1,400.12	01-0000-0-0000-0000-9571-000	01012022
			35,798.69	PV220303-001	562.56	01-0000-0-0000-0000-9553-000	01012022
			35,798.69	PV220303-001	228.59	01-0000-0-0000-0000-9571-000	01012022
W-737304	002112-01 CA DEPT OF TAX &	01/13/2022	645.00	PV220307-001	645.00	01-0000-0-0000-0000-9580-000	020-628493
W-737305	011255-01 DEPT OF INDUSTRI	01/13/2022	675.00	PV220308-001	675.00	01-8150-0-0000-8110-5800-780	1852803 SJ
W-737306	011345-01 LOPEZ FENCE	01/13/2022	2,920.00	PO220067-004	960.00	01-8150-0-0000-8110-5603-780	1071
			2,920.00	PO220692-001	1,960.00	01-8150-0-0000-8110-5603-780	1075
W-737307	008772-01 SSA LANDSCAPE AR	01/13/2022	26,287.36	PO220306-003	4,257.85	21-9711-0-9610-8520-5603-331	7179
			26,287.36	PO220306-004	4,038.85	21-9711-0-9610-8520-5603-331	7209
			26,287.36	PO220306-005	5,221.50	21-9711-0-9610-8520-5603-331	7234
			26,287.36	PV220304-001	2,918.10	21-9711-0-9621-8520-5800-211	7177
			26,287.36	PV220305-001	4,669.25	21-9711-0-9621-8520-5800-211	7208
			26,287.36	PV220306-001	5,181.81	21-9711-0-9621-8520-5800-211	7233

01/01/22-01/31/22
41 Cabrillo Unified School District **Fiscal Year: 2022**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-738602	011569-01 ANDERSEN, NINA	01/20/2022	271.46	PO220700-001	271.46	01-9580-0-1110-1000-4300-331	12152021 REIMB.
W-738603	011479-01 JANZEN, THERESA	01/20/2022	345.00	PO220702-001	345.00	01-9580-0-1110-1000-4300-331	2213843
W-738604	011547-01 LONGAKER, LISA	01/20/2022	1,006.29	PO220665-001	611.29	01-6388-0-3800-1000-5200-331	12082021 REIMB.
			1,006.29	PO220666-001	395.00	01-6388-0-3800-1000-5200-331	11092021 REIMB.
W-738605	007565-02 NAZAR, JOHN	01/20/2022	70.00	PO220684-001	70.00	01-0331-0-1210-1000-4300-331	12142021 REIMB.
W-738606	006128-03 SAN MATEO COUNTY	01/20/2022	105.00	PV220310-001	105.00	01-8150-0-0000-8110-4300-780	357407
W-738607	011693-01 SCHAUER, MOLLY	01/20/2022	170.00	PO220685-001	170.00	01-0331-0-1210-1000-4300-331	12052021 REIMB.
W-738608	011771-01 TOTAL SCHOOL SOL	01/20/2022	4,950.00	PO220548-001	4,950.00	13-5310-0-0000-3700-5200-770	18-4103
W-738609	011421-01 ADOLESCENT COUNS	01/20/2022	15,120.00	PO220688-001	7,560.00	01-6695-0-1110-1000-5800-331	1506
			15,120.00	PO220688-001	7,560.00	01-6695-0-1110-1000-5800-211	1506
W-738610	000107-01 ALAMEDA COUNTY O	01/20/2022	150.00	PO220670-001	150.00	01-6010-0-1110-4000-5200-101	INV22-00392
W-738611	007476-01 ESTHER B CLARK S	01/20/2022	38,846.75	PO220038-004	5,193.00	01-6500-0-5750-1180-5100-730	116507
			38,846.75	PO220038-004	2,243.60	01-6500-0-5750-1180-5861-730	116507
			38,846.75	PO220038-004	2,286.00	01-6500-0-5750-1180-5863-730	116507
			38,846.75	PO220037-004	5,320.00	01-6500-0-5750-1180-5100-730	116506
			38,846.75	PO220037-004	2,275.20	01-6500-0-5750-1180-5861-730	116506
			38,846.75	PO220037-004	2,413.00	01-6500-0-5750-1180-5863-730	116506
			38,846.75	PO220039-004	5,064.60	01-6500-0-5750-1180-5100-730	116505
			38,846.75	PO220039-004	368.55	01-6500-0-5750-1180-5864-730	116505
			38,846.75	PO220039-004	438.90	01-6500-0-5750-1180-5867-730	116505
			38,846.75	PO220039-004	1,580.00	01-6500-0-5750-1180-5861-730	116505
			38,846.75	PO220039-004	1,905.00	01-6500-0-5750-1180-5863-730	116505

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			38,846.75	PO220040-004	5,481.50	01-6500-0-5750-1180-5100-730	116504
			38,846.75	PO220040-004	1,864.40	01-6500-0-5750-1180-5861-730	116504
			38,846.75	PO220040-004	2,413.00	01-6500-0-5750-1180-5863-730	116504
W-738612	011680-01 IRAN RAMIREZ PHO	01/20/2022	325.00	PV220309-001	325.00	01-9354-0-0001-2490-4300-100	21-11821
W-738613	010723-01 PALO ALTO PREP	01/20/2022	10,907.00	PO220118-007	4,640.00	01-6500-0-5750-1180-5100-730	120821-GF
			10,907.00	PO220118-007	764.00	01-6500-0-5750-1180-5861-730	120821-GF
			10,907.00	PO220116-005	4,930.00	01-6500-0-5750-1180-5100-730	120821-AA
			10,907.00	PO220116-005	573.00	01-6500-0-5750-1180-5861-730	120821-AA
W-738614	011570-02 TAYLOR, DUSTIN	01/20/2022	89.00	PO220681-001	89.00	01-9580-0-1110-1000-4300-331	12092021 REIMB.
W-738615	011141-01 THE AVALON ACADE	01/20/2022	18,491.50	PO220178-003	7,015.00	01-6500-0-5750-1180-5100-730	5069
			18,491.50	PO220178-003	973.00	01-6500-0-5750-1180-5867-730	5069
			18,491.50	PO220178-003	660.00	01-6500-0-5750-1180-5864-730	5069
			18,491.50	PO220178-003	590.75	01-6500-0-5750-1180-5861-730	5069
			18,491.50	PO220104-005	7,015.00	01-6500-0-5750-1180-5100-730	5070
			18,491.50	PO220104-005	973.00	01-6500-0-5750-1180-5867-730	5070
			18,491.50	PO220104-005	396.00	01-6500-0-5750-1180-5864-730	5070
			18,491.50	PO220104-005	868.75	01-6500-0-5750-1180-5861-730	5070
W-738616	009461-02 TOWER, DEANNA	01/20/2022	177.44	PO220683-001	177.44	01-0331-0-1210-1000-4300-331	12142021 REIMB.
W-738617	008442-01 VISTA CENTER	01/20/2022	1,601.25	PO220370-004	777.75	01-6500-0-5760-1180-5800-730	1121-0005
			1,601.25	PO220371-004	640.50	01-6500-0-5760-1180-5800-730	1121-0004
			1,601.25	PO220372-004	183.00	01-6500-0-5760-1180-5800-730	1121-0003
W-738618	010957-01 BUNKIN, SARA	01/20/2022	197.00	PO220435-001	197.00	01-0331-0-1354-1000-4300-331	092921 REIMB.

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-738619	010851-02 CORTES, JUDITH	01/20/2022	184.18	PV220317-001	184.18	01-3213-0-1110-4000-4300-105-ESS6	121521 REIMB.
W-738620	000583-01 DEPARTMENT OF JU	01/20/2022	196.00	PO220228-007	196.00	01-0000-0-0000-7400-5800-750	554424
W-738621	011796-01 GABRIELA ROMERO	01/20/2022	80.00	PV220311-001	80.00	01-3060-0-7110-2490-4300-745	CUSD 1
W-738622	011793-01 JUAREZ-VALENCIA,	01/20/2022	55.00	PV220314-001	20.00	01-0000-0-0000-7400-5800-750	TB REIMB.
			55.00	PV220315-001	35.00	01-0000-0-0000-7400-5800-750	FINGERPRINTS REI
W-738623	007565-02 NAZAR, JOHN	01/20/2022	99.00	PO220439-001	99.00	01-0000-0-0000-3900-5200-760	092921 REIMB.
W-738624	011749-01 OPPENHEIMER INVE	01/20/2022	810.00	PV220313-001	810.00	01-0000-0-0000-7150-5800-710	1348
W-738625	009239-02 O'REILLY AUTO PA	01/20/2022	1,453.73	PO220088-001	448.43	01-9723-0-0000-3600-4300-788	1503005-08/21
			1,453.73	PO220088-002	976.86	01-9723-0-0000-3600-4300-788	1503005-09/21
			1,453.73	PO220088-003	14.22	01-9723-0-0000-3600-4300-788	1503005-10/21
			1,453.73	PO220088-004	14.22	01-9723-0-0000-3600-4300-788	1503005-11/21
W-738626	011521-01 RODRIGUEZ-RUIZ,	01/20/2022	190.73	TC220040-001	190.73	01-0700-0-1460-3140-5200-000	12/01-12/17 MILE
W-738627	000295-01 ALBERTSONS | SAF	01/20/2022	629.13	PO220255-005	629.13	01-6010-0-1110-4000-4300-101	145184 - 010722
W-738628	011798-01 BALL, CRYSTAL	01/20/2022	35.00	PV220316-001	35.00	01-0000-0-0000-7400-5800-750	FINGERPRINTS REI
W-738629	011370-01 CRAWFORD SCHOOL	01/20/2022	9,000.00	PO220137-007	7,916.66	21-9711-0-9006-8520-5800-000	228
			9,000.00	PO220137-007	1,083.34	01-0000-0-0000-7300-5800-720	228
W-738630	011779-01 CRAWFORD, JAQUEL	01/20/2022	205.40	TC220039-001	205.40	01-0700-0-5001-2140-5200-730	MILEAGE - 11/21
W-738631	011531-01 ESGI SOFTWARE	01/20/2022	3,535.02	PO220641-001	3,535.02	01-7426-0-1110-1000-4100-740-ELO1	ESGI38531
W-738632	009239-02 O'REILLY AUTO PA	01/20/2022	14.22	PO220088-005	14.22	01-9723-0-0000-3600-4300-788	1503005-12/21
W-738633	011604-01 RING CENTRAL INC	01/20/2022	78,199.52	PO220726-001	78,199.52	01-0000-0-0000-8205-5901-720	CD_000337964
W-738634	000749-02 SEGURA, ROSALVA	01/20/2022	29.85	PV220312-001	29.85	01-3213-0-1110-4000-4300-105-ESS6	121521 REIMB.
W-738635	003580-01 EMPLOYMENT DEVEL	01/20/2022	31,647.12	PV220318-001	31,647.12	01-0000-0-0000-0000-9565-000	01012022

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-738636	005163-01 SYSCO FOOD SERVI	01/20/2022	314.04	PO220195-043	17.02	13-5310-0-0000-3700-4712-331	450715282
			314.04	PO220195-043	297.02	13-5310-0-0000-3700-4710-331	450715282
W-738637	009571-01 GOLD STAR FOODS	01/20/2022	3,318.41	PO220197-062	752.32	13-5310-0-0000-3700-4712-211	4482146
			3,318.41	PO220197-063	1,886.58	13-5310-0-0000-3700-4710-331	4482135
			3,318.41	PO220197-064	78.00	13-5310-0-0000-3700-4711-331	4475473
			3,318.41	PO220197-064	133.81	13-5310-0-0000-3700-4710-331	4475473
			3,318.41	PO220197-064	467.70	13-5310-0-0000-3700-4712-331	4475473
W-738638	005163-01 SYSCO FOOD SERVI	01/20/2022	2,603.91	PO220195-042	499.50	13-5310-0-0000-3700-4712-331	450723216
			2,603.91	PO220195-042	315.52	13-5310-0-0000-3700-4710-331	450723216
			2,603.91	PO220195-042	268.55	13-5310-0-0000-3700-4300-331	450723216
			2,603.91	PO220195-045	995.75	13-5310-0-0000-3700-4712-211	450723217
			2,603.91	PO220195-045	10.43	13-5310-0-0000-3700-4710-211	450723217
			2,603.91	PO220195-044	127.10	13-5310-0-0000-3700-4712-331	450710353
			2,603.91	PO220195-044	387.06	13-5310-0-0000-3700-4710-331	450710353
W-739162	008436-01 BRIDGE WIRELESS	01/24/2022	175.57	PO220579-001	175.57	01-0000-0-0000-2421-4300-790	39184
W-739163	011550-01 EICHLER ASSOCIAT	01/24/2022	7,680.00	PO220249-005	7,680.00	01-3213-0-0000-8110-5800-000	1206
W-739164	011801-01 GARDUNO, ISADORO	01/24/2022	1,884.56	PO220737-001	1,884.56	01-9580-0-1110-1000-5800-331	12132021
W-739165	000915-01 HALF MOON BAY GL	01/24/2022	345.31	PO220096-005	345.31	01-8150-0-0000-8110-4300-780	7468
W-739166	004143-02 RICOH USA INC	01/24/2022	1,054.04	PO220265-006	175.05	01-0000-0-0000-2700-5601-107	35893205
			1,054.04	PO220265-006	176.94	01-0105-0-1310-1000-5601-105	35893205
			1,054.04	PO220265-006	175.03	01-0103-0-1310-1000-5601-103	35893205
			1,054.04	PO220265-007	175.05	01-0000-0-0000-2700-5601-107	36005641

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			1,054.04	PO220265-007	176.94	01-0105-0-1310-1000-5601-105	36005641
			1,054.04	PO220265-007	175.03	01-0103-0-1310-1000-5601-103	36005641
W-739167	011390-02 SAFETY-KLEEN SYS	01/24/2022	1,320.94	PO220214-003	1,320.94	01-8150-0-0000-8110-5603-780	87874815
W-739168	009413-01 SOUTHERN COUNTIE	01/24/2022	1,718.97	PO220101-008	1,718.97	01-9723-0-0000-3600-4300-788	312035
W-739169	011565-01 BULBS.COM INC	01/24/2022	15,750.00	PO220728-001	15,750.00	01-3213-0-0000-8110-4300-780	ER4059
W-739170	000583-01 DEPARTMENT OF JU	01/24/2022	49.00	PO220228-008	49.00	01-0000-0-0000-7400-5800-750	536719
W-739171	011429-03 FELDMAN SERVICES	01/24/2022	735.00	PV220319-001	735.00	01-9354-0-0001-1000-2100-100	1019
W-739172	011778-01 MOLDOVAN, RON	01/24/2022	85.75	TC220041-001	85.75	01-0000-0-0000-8210-5200-782	12/13/21-01/13/2
W-739173	004143-03 RICOH AMERICAS C	01/24/2022	13,811.07	PO220265-008	3,078.99	01-0000-0-0000-7300-5601-720	459607834
			13,811.07	PO220265-008	384.50	01-0000-0-1310-1000-5602-335	459607834
			13,811.07	PO220265-008	384.50	11-6391-0-4110-2700-5601-561	459607834
			13,811.07	PO220265-008	2,428.95	01-0211-0-1310-1000-5601-211	459607834
			13,811.07	PO220265-008	770.00	01-0000-0-0000-2700-5601-107	459607834
			13,811.07	PO220265-008	1,760.23	01-0105-0-1310-1000-5601-105	459607834
			13,811.07	PO220265-008	880.38	01-0103-0-1310-1000-5601-103	459607834
			13,811.07	PO220265-008	1,694.57	01-0101-0-1310-1000-5601-101	459607834
			13,811.07	PO220265-008	2,428.95	01-0331-0-1210-2700-5601-331	459607834
W-739174	000139-01 SCHOOL SERVICES	01/24/2022	5,730.00	PO220606-001	4,080.00	01-0000-0-0000-7150-5300-710	0132409-IN
			5,730.00	PO220427-001	1,100.00	01-0111-0-1110-1000-5200-740	W118096-IN
			5,730.00	PO220427-002	275.00	01-0111-0-1110-1000-5200-740	W118097-IN
			5,730.00	PO220427-003	275.00	01-0111-0-1110-1000-5200-740	W118098-IN
W-739175	004484-01 SERVICE UNLIMITE	01/24/2022	45,822.85	PO220412-001	14,850.00	01-3213-0-0000-8110-5603-211	33176

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			45,822.85	PO220408-001	7,334.00	01-8150-0-0000-8110-5603-780	33178
			45,822.85	PO220484-001	6,100.00	01-3213-0-0000-8110-5603-780	33179
			45,822.85	PO220247-001	1,512.00	01-3213-0-0000-8110-5603-780	33180
			45,822.85	PO220673-001	8,268.00	01-8150-0-0000-8110-5603-780	33175
			45,822.85	PO220707-001	1,535.04	01-3213-0-0000-8110-5603-211	33181
			45,822.85	PO220708-001	1,859.95	01-3213-0-0000-8110-5603-331	33185
			45,822.85	PO220711-001	549.00	01-3213-0-0000-8110-5603-105	33183
			45,822.85	PO220710-001	472.44	01-3213-0-0000-8110-5603-105	33182
			45,822.85	PO220709-001	1,292.42	01-3213-0-0000-8110-5603-101	33184
			45,822.85	PO220706-001	2,050.00	01-8150-0-0000-8110-5603-780	33177
W-741122	002112-01 CA DEPT OF TAX &	01/27/2022	35.00	PV220321-001	35.00	01-9723-0-0000-3600-4300-788	057-415036 2ND Q
W-741123	008058-04 AT&T	01/27/2022	7,462.91	PV220320-001	7,462.91	01-0000-0-0000-8205-5901-720	DEC/JAN
W-741124	008058-04 AT&T	01/27/2022	4,914.27	PV220322-001	22.55	01-0000-0-0000-2100-5901-740	NOV/DEC
			4,914.27	PV220322-001	498.48	01-0000-0-0000-2421-5902-790	NOV/DEC
			4,914.27	PV220322-001	22.55	01-0000-0-0000-8205-5901-101	NOV/DEC
			4,914.27	PV220322-001	163.44	01-0000-0-0000-8205-5901-103	NOV/DEC
			4,914.27	PV220322-001	108.50	01-0000-0-0000-8205-5901-105	NOV/DEC
			4,914.27	PV220322-001	2,268.47	01-0000-0-0000-8205-5901-211	NOV/DEC
			4,914.27	PV220322-001	68.55	01-0000-0-0000-8205-5901-331	NOV/DEC
			4,914.27	PV220322-001	1,566.83	01-0000-0-0000-8205-5901-720	NOV/DEC
			4,914.27	PV220322-001	108.95	01-0000-0-1455-2420-5901-331	NOV/DEC
			4,914.27	PV220322-001	85.95	01-3315-0-5730-1110-5901-730	NOV/DEC

01/01/22-01/31/22
41 Cabrillo Unified School District **Fiscal Year: 2022**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-741125	008291-01 GRAY, CATHERINE	01/27/2022	84.19	PO220719-001	84.19	01-0105-0-1310-1000-4300-105	01072022 REIMB.
W-741126	011698-02 ICOM MECHANICAL,	01/27/2022	5,199.99	PO220295-011	5,199.99	01-3213-0-0000-8110-5603-101	528037
W-741127	011492-01 PENINSULA TRUCK	01/27/2022	1,487.92	PO220134-027	371.98	01-9723-0-0000-3600-5603-788	8677
			1,487.92	PO220134-023	371.98	01-9723-0-0000-3600-5603-788	8676
			1,487.92	PO220134-024	371.98	01-9723-0-0000-3600-5603-788	8678
			1,487.92	PO220134-025	371.98	01-9723-0-0000-3600-5603-788	8675
W-741128	000105-03 REPUBLIC SERVICE	01/27/2022	1,702.49	PO220204-004	570.78	01-0000-0-0000-8205-5504-720	0925-001624136
			1,702.49	PO220204-004	558.86	01-0000-0-0000-8205-5504-331	0925-001624136
			1,702.49	PO220204-004	77.33	01-0000-0-0000-8205-5504-105	0925-001624136
			1,702.49	PO220204-004	495.52	01-0000-0-0000-8205-5504-211	0925-001624136
W-741129	009031-02 RICOH USA INC.	01/27/2022	404.00	PV220323-001	404.00	01-0000-0-0000-2421-4300-790	1090097878
W-741130	009046-01 SIMMS PLUMBING &	01/27/2022	732.12	PO220087-002	732.12	01-8150-0-0000-8110-5603-780	60479V
W-741131	007773-02 TREANOR, AMY	01/27/2022	266.30	PO220594-001	266.30	01-9580-0-1110-1000-4300-331	10282021 REIMB.
W-741132	005897-01 TURF & INDUSTRIA	01/27/2022	305.43	PO220222-003	257.71	01-0000-0-0000-8220-4300-785	IV41127
			305.43	PO220222-004	47.72	01-0000-0-0000-8220-4300-785	IV41571
W-741133	009267-01 WOODCRAFT	01/27/2022	1,660.72	PV220324-001	1,660.72	01-6387-0-1110-1000-4300-331	561-063220
W-741134	008758-01 AMERICAN PORTABL	01/27/2022	4,551.56	PO220290-010	4,551.56	01-3213-0-0000-8110-5603-000	64925
W-741135	007627-01 AT&T MOBILITY	01/27/2022	2,055.80	PO220275-006	2,055.80	01-0000-0-0000-8205-5901-720	287298525082X011
W-741136	011139-01 LIFESAVER CPR	01/27/2022	2,760.00	PO220675-001	2,760.00	01-0000-0-0000-3900-4300-760	3098
W-741137	011778-01 MOLDOVAN, RON	01/27/2022	73.92	TC220042-001	73.92	01-0000-0-0000-8210-5200-782	11/18/21-12/10/2
W-741138	008963-01 OTIS ELEVATOR CO	01/27/2022	1,752.00	PO220634-001	1,752.00	01-8150-0-0000-8110-5603-780	SJ27933001
W-741139	005581-01 ROTARY CLUB OF H	01/27/2022	50.00	PO220350-003	50.00	01-0000-0-0000-7400-5300-750	2452

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
W-741140	005037-01 TK ELEVATOR CORP	01/27/2022	1,489.34	PO220236-004	1,489.34	01-8150-0-0000-8110-5602-780	3006214040
W-741141	008758-01 AMERICAN PORTABL	01/27/2022	4,551.56	PO220290-009	4,551.56	01-3213-0-0000-8110-5603-000	66056
W-741142	008058-05 AT&T	01/27/2022	2,801.31	PO220474-005	1,401.20	01-0000-0-0000-8205-5901-720	831-001-0743 974
			2,801.31	PO220474-006	1,400.11	01-0000-0-0000-8205-5901-720	831-001-0743 974
W-741143	011431-01 KIS	01/27/2022	10,422.08	PO220452-005	116.84	01-0000-0-0000-2421-5800-790	PS00470
			10,422.08	PO220451-004	10,305.24	01-0000-0-0000-2421-4300-790	73184
W-741144	011492-01 PENINSULA TRUCK	01/27/2022	371.98	PO220134-026	371.98	01-9723-0-0000-3600-5603-788	8674
W-741145	004484-01 SERVICE UNLIMITE	01/27/2022	29,957.00	PO220682-001	29,957.00	01-3213-0-0000-8110-5603-105	33162
W-741146	011566-01 SPURR	01/27/2022	30,020.24	PO220240-006	357.88	01-0000-0-0000-8205-5502-101	118245
			30,020.24	PO220240-006	389.35	01-0000-0-0000-8205-5502-103	118245
			30,020.24	PO220240-006	498.83	01-0000-0-0000-8205-5502-105	118245
			30,020.24	PO220240-006	1,846.31	01-0000-0-0000-8205-5502-211	118245
			30,020.24	PO220240-006	5,023.71	01-0000-0-0000-8205-5502-331	118245
			30,020.24	PO220240-006	2,880.65	01-0000-0-8120-8120-5502-331	118245
			30,020.24	PO220240-007	907.55	01-0000-0-0000-8205-5502-101	119792
			30,020.24	PO220240-007	1,209.54	01-0000-0-0000-8205-5502-103	119792
			30,020.24	PO220240-007	842.07	01-0000-0-0000-8205-5502-105	119792
			30,020.24	PO220240-007	2,635.21	01-0000-0-0000-8205-5502-211	119792
			30,020.24	PO220240-007	6,032.89	01-0000-0-0000-8205-5502-331	119792
			30,020.24	PO220240-007	8,127.40	01-0000-0-8120-8120-5502-331	119792
			30,020.24	CM220013-001	(731.15)	01-0000-0-0000-8205-5502-720	119792 CM
W-741147	011444-01 WEINBERGER, SCOT	01/27/2022	192.50	PO220552-001	96.25	01-6695-0-1110-1000-4300-331	10292021 REIMB.

01/01/22-01/31/22
41 Cabrillo Unified School District **Fiscal Year: 2022**

Warrant/EFT	Vendor	Date	Amount	Reference	Payment	Fu Rs Y Goal Func Obj Sch Mgmt	Invoice #
			192.50	PO220552-001	96.25	01-6695-0-1110-1000-4300-211	10292021 REIMB.
W-741148	008291-01 GRAY, CATHERINE	01/27/2022	150.00	PO220601-001	150.00	01-0105-0-1310-1000-4300-105	11182021 REIMB.
W-741149	008963-02 OTIS ELEVATOR CO	01/27/2022	613.67	PO220148-006	234.51	01-8150-0-0000-8110-5603-780	100400615058
			613.67	PO220148-007	144.63	01-8150-0-0000-8110-5603-780	21296969 U1/1004
			613.67	PO220148-008	234.53	01-8150-0-0000-8110-5603-780	21294593 U1/1004
W-741150	001352-01 RICE TRUCKING-SO	01/27/2022	32.81	PO220551-003	32.81	01-0000-0-0000-8220-4300-785	54359
W-741151	009413-01 SOUTHERN COUNTIE	01/27/2022	1,722.47	PO220101-009	1,722.47	01-9723-0-0000-3600-4300-788	311345
W-741152	009717-01 WIGGS, GEOFF	01/27/2022	26,100.00	PO220030-001	26,100.00	01-6500-0-5750-1180-5100-730	2082, 2100, 2109

Warrant/EFT Count: 146 **Total Warrant/EFT Amount:** 1,220,569.09

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: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Official
CATEGORY: Consent/Action
ITEM TITLE: Approval of 2021-22 Comprehensive School Safety Plans

BACKGROUND INFORMATION

Education Code Section 32282 (d) requires that a comprehensive school safety plan be developed and implemented. The comprehensive school safety plan may be evaluated and amended, as needed, by the school safety planning committee, and must be evaluated at least once a year to ensure that the comprehensive school safety plan is properly implemented. An updated file of all safety-related plans and materials must be readily available for review by the public.

EC 32286 (a) requires that each school adopt its comprehensive school safety plan by March 1, 2020, and must review and update its plan by no later than March 1 thereafter. Additionally, EC 32282 (f) requires that the comprehensive school safety plan, as written and updated by the school site council or school safety planning committee, must be submitted for approval to the Governing Board pursuant to subdivision (a) of EC Section 32288.

The 2021-22 Comprehensive School Safety Plans will be maintained at the district level, site level, and available on the district website for public review.

FINANCIAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve the revised 2021-22 Comprehensive School Site Safety Plans as presented.

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: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent/Action
ITEM TITLE: Approval of Bond-Funded Construction Projects – Farallone View Elementary Modernization

BACKGROUND INFORMATION

At the November 18, 2021 Board meeting, the Cabrillo Unified School District's Governing Board approved the Studio W Architect's contract/agreement for Phase 1 of the Farallone View modernization project. Pre-construction consultations, permits, and studies have begun and the Farallone View Elementary modernization Phase 1 is underway.

Staff presents now for approval an agreement for architectural services between the Cabrillo Unified School District (CUSD) and Studio W Architects for Phase 2 of the modernization project at Farallone View Elementary School.

FISCAL ANALYSIS

There is no financial impact to the General Fund. Funding for Phase 1 and Phase 2 modernization projects at Farallone View Elementary will come from Bond funds.

RECOMMENDATION

Staff recommends that the Governing Board approves the agreement for Phase 2 of the Farallone View Elementary School modernization project as presented.

AGREEMENT FOR ARCHITECTURAL SERVICES

CABRILLO UNIFIED SCHOOL DISTRICT WITH

STUDIO W ARCHITECTS

FOR

Farallone View Elementary School
Modernization Phase Two

_____, 2022

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EXHIBIT "F" – ROOFING PROJECT CERTIFICATION **F-1**
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EXHIBIT "H" – VACCINATION STATUS/TESTING CERTIFICATION **H-1**

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of___, 2022, between the Cabrillo Unified School District, a California public school district, ("District") and Studio W Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

FARALLONE VIEW ELEMENTARY SCHOOL
MODERNIZATION PHASE TWO

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 wordsor 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 constructioncontractor(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 specificationsat 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 othercosts, 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 ofthe 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 portionof the Project.

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

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 ofthe 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, andother required testing.

1.1.16. **Project**: District's Farallone View Elementary School Modernization Phase Two Project at 1100 LeConte, Montara, CA 94037.

1.1.17. **Record Drawings**: A final set of drawings prepared bythe 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, theAgreement, 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 subsurface or 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 theDistrict 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 consistent with the standard of care ordinarily provided by architects designing public school facilities in the same or similar locality under the same or similar circumstances (the "Standard of Care") 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 alternativedelivery 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. 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 laborcompliance, 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, andits 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.

2.7.1.8.2. 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 PR18-09.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 relatedto the Project including review by regulatory agencies having jurisdiction over the Project.

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

2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instruction ("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 certaincoordination 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 theright 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 Districtmay 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, toprovide current elevations and schematic drawings for use inCEQA 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 shallbe associated with the Project in the following capacities:

Principal In Charge: Brian Whitmore

Project Manager: Michele Gargano

Project Architect: Oscar Bedolla

Major Consultants:

Electrical: TBD

Mechanical: TBD

Structural: TBD

Civil: TBD

Other: TBD

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnelcease 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, andthat 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 incompliance 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 designedby 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 tothe 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) atno additional cost to the District.

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

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

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

5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

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

5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonablyforeseeable 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 eventsin the world economy.

5.4.4. If the lowest 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:

- 12% for the first $500,000 of computed cost
- 11.5% for the second $500,000 of computed cost
- 11% for the next $1 million of computed cost
- 10% for the next $4 million of computed cost
- 9% for the next $4 million of computed cost
- 8% 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.

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

6.1.3. Reimbursable items.

Item	Fee
Color Prints 8.5 x 11 11 x 17 All other sizes	 $2.25/print $2.75/print Direct cost
Delivery	Direct cost
Facsimile	$1.25
Large Scale Photocopy	Direct cost
Mileage	$0.575/mile
Permits and Fees	Direct cost
Photocopy B&W	$0.10/page
Photo Development	Direct cost
Plots	$15.00/plot
Postage	Direct cost
Reproduction	Direct cost
Telephone	Direct cost

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 fullcompensation for all of Architect's Services incurred in theperformance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee maybe 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 operateas 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 performany of the Services furnished under this Agreement to the Standard of Care.

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 anon-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 deliverto 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 torelease 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 uponwritten request and at no additional cost to the District the following items (hereinafter "Instruments of Service"), which the District shall havethe 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 forthe 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 underthis 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 or uses such documents on any project other than the Project 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 anyand all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unlessArchitect 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 consistent with the terms of this Agreement, 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 anyamounts 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 doesnot 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 compensationshall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") 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 shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from anyand all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. 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 meet and confer 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 tolegal 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 toindemnify 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. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders forwhich Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had thatwork been a part of the originally prepared Contract Documents.

10.4. 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 and Conduct on Project Site

11.1 Pursuant to Education Code section 45125.1, the Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Architect's performing of any portion of the Services. Architect expressly acknowledges that the following conditions shall apply to any work performed by Architect and/or Architect's employees on a school site:

11.1.1 All site visits shall be arranged through the District;

11.1.2 Architect and Architect's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

11.1.3 Architect and/or Architect's employees shall check in with the school office each day immediately upon arriving at the school site;

11.1.4 Once at such location, Architect and Architect's employees shall not change locations without contacting the District;

11.1.5 Architect and Architect's employees shall not use student restroom facilities; and

11.1.6 If Architect and Architect's employees find themselves alone with a student, Architect and Architect's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

11.2 For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

11.3 COVID-19 Vaccination / Testing Requirements

Vaccination Requirements

Architect shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Architect shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Architect may accept the documentation presented in (a) through (f) above as valid.

Architect shall have a plan in place for tracking verified Architect personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Architect personnel, including any and all tiers of consultant, subcontractor, supplier, and any other personnel entering the Project site(s), who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Architect shall ensure that Architect personnel, including any and all tiers of consultant, subcontractor, supplier, and any other worker entering the Project site(s), who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Architect personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Architect personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Architect shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

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 preparedor 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 equipmentbe 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, todeduct 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 inwriting and signed by both Parties. Architect specifically acknowledges thatin 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 whichthe 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 maybe 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 noticeof 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 satisfactionof 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 alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by acourt 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 notand 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 forpurposes of collection of any employment taxes, the amounts payableunder 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 appliedas 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 inquestion, 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 thisAgreement 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 Architector its employees of Consultants was not an employee.

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

Article 25. Certificate of Architect

25.1. Architect certifies that the Architect is properly certified or licensedunder 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 willcomply with those provisions before commencing the performance ofthe 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 GovernmentCode section 7550, if the total cost of the Contract is over five thousanddollars ($5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may besent 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:

Studio W Architects
111 N. Market Street, Suite 710
San Jose, CA 95113
ATTN: Brian Whitmore
Email: brianw@studiow-architects.com

With a Copy to:

Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.
EMAIL: dsakai@DWKesq.com

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 rightof 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 todiscover 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 shallmake 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 uponall Consultants.

29.6. Architect shall comply with these provisions within fifteen (15) days ofthe 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 counseland understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the draftingof this Agreement was the product of negotiation, that no party is theauthor 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 "H"

Exhibits "A" through **"H"** 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: _____

STUDIO W ARCHITECTS

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: Farallone View Elementary School Modernization Phase Two

   Phase Two: Modernization of "Building B" Multi-Purpose, Kitchen, Classrooms and restroom facilities, including adjoining fire access and delivery and central quad area. Modernization to include HVAC, roofing, window systems, fire alarm, AV and PA systems, and structural rehabilitation, if necessary.

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 tofurther 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 enable 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 mustrespond to all Requests for Information ("RFI") as expeditiously as possible so as notto 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 report to the District defects and deficiencies observed 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 Projectthat the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, includingchanges 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 Drawingsfor the District. The Record Drawings shall incorporate onto one (1) set of drawings,all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be acondition 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 equipmentand 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 debuggingof 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 As-Built 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'sfacilities 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 preliminarydesign. 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, withthe 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.

8. **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, andthe Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

9. **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.

10. **Meetings During Bidding Phase**

a. Attend and take part in meeting(s), per package or submittal, with allpotential 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.

11. **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.

12. **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 Owner Architect	$375
Principal Architect:	$280
Associate Principal:	$225
Sr. Bond Program Manager	$225
Associate Client Leader	$205
Associate Project Manager:	$200
Sr. Project Manager	$200
Sr. Construction Administrator	$180
Sr. Project Architect	$165
Design Leader:	$165
Construction Administrator	$160
Project Manager:	$160

Bond Program Manager	$160
Project Architect:	$150
Sr. Designer	$150
Sr. Job Captain	$140
Job Captain	$125
Project Admin V	$120
Project Designer III	$115
Project Designer II	$100
Project Admin IV	$100
Project Admin III	$90
Project Designer I	$85
Project Admin II	$85
Project Admin I	$75
Project Assistant	$70
Intern	$60
Consultants	Direct Cost + 5%

I. The mark-up on any approved reimbursable item 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	30%
Approval by DSA	5%
Bidding Phase	2%
Construction Contract Administration Phase	23%
Close Out Phase	10%
Generate Punch List 1%	
Sign Off On Punch List 1%	
Receive and Review All M & O Documents 1%	
Filing All DSA Required Close Out Documents 2%	
Receiving 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

STUDIO W
ARCHITECTS

January 26, 2022

Jesus Contreras
Chief Business Officer
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019
contrerasj@cabrillo.k12.ca.us

RE: Cabrillo Unified School District – Farallon View Elementary School Modernization Phase 2
Scope, Construction Cost and Basic Service Fee
Montara, CA

Dear Jesus,
This letter serves to confirm the Phase 2 scope, construction cost and basic service fee. We will perform our Phase 2 services under the same terms as our Phase 1 Agreement.

Farallone View Elementary School Phase 2:
Scope of Work: Modernization of "Building B" Multi-Purpose, Kitchen, Classrooms and restroom facilities including adjoining fire access and delivery and central quad area Farallon. Modernization to include HVAC, roofing, window systems, fire alarm, AV and PA systems, and structural rehabilitation if necessary.

Construction Cost (per 10/1/2021 estimate): **$7,124,637**

Basic Service Fee (sliding scale calculation per Agreement 6.1.1): **$728,717**

Additional Service Consultants per Agreement 6.1.2:
- Food Service Consultant: Scope and Fee to be confirmed after Schematic Phase.
- Fire Protection Engineer (fire sprinkler system design): Not required at this time.

The following documents are enclosed:
- 10/1/2021 Farallone View ES Modernization Estimate
- Phase 2 Basic Service Fee Worksheet

After your review of these documents, please acknowledge District acceptance of the basic service fee by signing below. Please feel free to contact me with any questions you may have.
Sincerely,

Studio W Architects

Brian Whitmore, AIA, LEED AP
President & CEO

_____
District acceptance Date

cc: James E. Moore IV, Architect, LEED® AP, Chief Operating Officer

well beyond design.

Farallone View ES Modernization Estimate 10/1/21

Description	Area (sf)	Unit Cost ($/sf)	Total Cost	Phase 1 (2022)	Phase 2 (2023)	Phase 3 (2024)	
Site Improvements							
Underground Utility Infrastructure Upgrade (Site Wide)		Lump Sum	$ 1,500,000	$ 1,500,000			
Parking Lot Reconfiguration and Landscaping	33,624	$ 25	$ 840,600	$ 840,600			
Improved Front Entry Plaza, Gateway and Signage	1,515	$ 150	$ 227,250	$ 227,250			
ADA Improvements to the Front of the School		Lump Sum	$ 100,000	$ 100,000			
Improve "Central Quad" Area inc. Covered Lunch Shelter	4,516	$ 100	$ 451,600		$ 451,600		
Improve Delivery Access/ Fire Lane	11,790	$ 15	$ 176,850		$ 176,850		
Demo and Replace Covered Connections from Buildings A/B to C	3,234	$ 50	$ 161,700			$ 161,700	
Improve and Activate "West Quad" w/ ADA Access to Lower Playgrounds	4,668	$ 65	$ 303,420			$ 303,420	
Improve and Activate "East Quad" w/ ADA Access to Lower Playgrounds	4,668	$ 65	$ 303,420			$ 303,420	
Demo Portable Facilities/ Develop "North Quad" Area (Building D)	11,188	$ 75	$ 839,100			$ 839,100	
Improve Lower Playgrounds and PlayFields	173,870	$ 10	$ 1,738,700			$ 1,738,700	$ 5,142,640
Building "A" (Administration and Classroom Improvements)							
Reconfigure Administration for Added Security inc. Specialist Area	2,577	$ 200	$ 515,400	$ 515,400			
Next Generation Improvements to Classroom (6)	7,218	$ 200	$ 1,443,600	$ 1,443,600			
Staff/ Student Restroom Improvements	763	$ 400	$ 305,200	$ 305,200			
Re-Roof Facility	10,558	$ 15	$ 158,370	$ 158,370			
Improve FA, Clock, Bell Speaker Systems		Lump Sum	$ 50,000	$ 50,000			
Structrual Rehabilitation (if necessary)	10,558	$ 100	$ 1,055,800	$ 1,055,800			
HVAC (Heat Pump Unit) Replacement		Lump Sum	$ 200,000	$ 200,000			
New Window Systems, Repair Siding, Re-Paint	10,558	$ 45	$ 475,110	$ 475,110			$ 4,203,480
Building "B" (Multi-Purpose and Classroom Improvements)							
Next Generation Improvements to Classroom (5)	5,399	$ 200	$ 1,079,800		$ 1,079,800		
Student Restroom Improvements	686	$ 400	$ 274,400		$ 274,400		
Improvements to Multi-Purpose and Stage Area	3,652	$ 300	$ 1,095,600		$ 1,095,600		
Improvements to Kitchen Area	1,390	$ 400	$ 556,000		$ 556,000		
Provide ADA Access to Stage		Lump Sum	$ 50,000		$ 50,000		
Public Restroom Improvements	176	$ 400	$ 70,400		$ 70,400		
Re-Roof Facility	11,303	$ 15	$ 169,545		$ 169,545		
Improve AV (MP), FA, Clock, Bell Speaker Systems		Lump Sum	$ 100,000		$ 100,000		
Structrual Rehabilitation (if necessary)	11,303	$ 100	$ 1,130,300		$ 1,130,300		
HVAC (Heat Pump Unit) Replacement		Lump Sum	$ 225,000		$ 225,000		
New Window Systems, Repair Siding, Re-Paint	11,303	$ 45	$ 508,635		$ 508,635		$ 5,259,680
Building "C" (Specialized Classroom/ LRC Improvements)							
Reconfigure and Develop New Learning Resource Center w/ Operable Walls	3,725	$ 300	$ 1,117,500			$ 1,117,500	
Reconfigure and Develop (2) STEM/ Maker's Labs w/ Operable Walls	5,540	$ 300	$ 1,662,000			$ 1,662,000	
Student Restroom Improvements	328	$ 400	$ 131,200			$ 131,200	
Re-Roof Facility	9,593	$ 15	$ 143,895			$ 143,895	
Improve FA, Clock, Bell Speaker Systems		Lump Sum	$ 50,000			$ 50,000	
Structrual Rehabilitation (if necessary)	9,593	$ 100	$ 959,300			$ 959,300	
HVAC (Heat Pump Unit) Replacement		Lump Sum	$ 105,000			$ 105,000	
New Window Systems, Repair Siding, Re-Paint	9,593	$ 45	$ 431,685			$ 431,685	$ 4,600,580

	Phase 1 (2022)	Phase 2 (2023)	Phase 3 (2024)	All Phases
Subtotal Construction Cost	**$ 6,871,330**	**$ 5,888,130**	**$ 7,946,920**	**$ 20,706,380**
Contingency (10%)	$ 687,133	$ 588,813	$ 794,692	$ 2,070,638
Escalation (5%/ Year)	$ 377,923	$ 647,694	$ 1,311,242	$ 2,336,859
Total Construction Cost	**$ 7,936,386**	**$ 7,124,637**	**$ 10,052,854**	**$ 25,113,877**
"Soft" Costs (25%)	$ 1,984,097	$ 1,781,159	$ 2,513,213	$ 6,278,469
FF&E	$ 375,000	$ 525,000	$ 325,000	$ 1,225,000
Total Project Cost	**$ 10,295,483**	**$ 9,430,797**	**$ 12,891,067**	**$ 32,617,347**

PHASE 2 FEE SCHEDULE

Cabrillo USD Farallone View ES Modernization Phase 2 **Project Number**

Prepared By Studio W Architects REVISED:

ARCHITECTURAL FEE SCHEDULE

Improve "Central Quad" Area inc. Covered Lunch Shelter	**Estimated Construction Cost**	**$**	**5,888,130**	
Parking Lot Reconfiguration and Landscaping	Contingency (10%)	**$**	**588,813**	
Improve Delivery Access/ Fire Lane	Escalation (5%/ Year)	**$**	**647,694**	
Building "B" (Multi-Purpose and Classroom Improvements)	Non-E&O change orders	**$**	**-**	TBD
Next Generation Improvements to Classroom (5)				
Student Restroom Improvements				
Improvements to Multi-Purpose and Stage Area				
Improvements to Kitchen Area				
Provide ADA Access to Stage				
Public Restroom Improvements				
Re-Roof Facility				
Improve AV (MP), FA, Clock, Bell Speaker Systems				
Structural Rehabilitation (if necessary)				
HVAC (Heat Pump Unit) Replacement				
New Window Systems, Repair Siding, Re-Paint	**Total Construction Costs**	**$**	**7,124,637**	

BASIC SERVICE FEE SCHEDULE PER AGREEMENT ARTICLE 6.1

% RATE		**CONTRACT AMOUNT**	**FEE**
12%	first	$ 500,000.00	$ 60,000
11.50%	next	$ 500,000.00	$ 57,500
11%	next	$ 1,000,000.00	$ 110,000
10%	next	$ 4,000,000.00	$ 400,000
9%	next	$ 4,000,000.00	$ 101,217
8%	of costs in excess of $10 million	$ 10,000,000.00	$ -
		ESTIMATED FEE	**$ 728,717** 10.23%

Total to District (PO Request, if applicable)

Total Fee		**$**	**728,717**

Additional Service Consultants per Agreement 6.1.2

Food Service Consultant	scope and fee to be confirmed after Schematic Phase	**$**	**-**	to be confirmed
Fire Protection Engineer	not required at this time	**$**	**-**	
	Studio W mark-up @ 5%	**$**	**-**	
	Total Fee:	**$**	**-**	

BASIC SERVICE PAYMENT SCHEDULE & BILLING STATUS	% OF FEE	TOTAL FEE	% COMPLETE		TOTAL NOW DUE
PREDESIGN / ARCHITECTURAL PROGRAM	2.50%	**$ 18,218**	0%	COMPLETE	$ -
SCHEMATIC DESIGN	10.00%	**$ 72,872**	0%	COMPLETE	$ -
DESIGN DEVELOPMENT	17.50%	**$ 127,526**	0%	COMPLETE	$ -
CONSTRUCTION DOCUMENTS	30.00%	**$ 218,615**	0%	COMPLETE	$ -
AGENCY APPROVALS	5.00%	**$ 36,436**	0%	COMPLETE	$ -
BIDDING OR NEGOTIATION	2.00%	**$ 14,574**	0%	COMPLETE	$ -
CONSTRUCTION ADMINISTRATION	23.00%	**$ 167,604**	0%	COMPLETE	$ -
CLOSEOUT (billed per Exhibit D.A.3 Close Out Phase Task Breakdown)	10.00%	**$ 72,872**	0%	COMPLETE	$ -
Total Basic Service Compensation	100.00%	$ 728,717	0%	TOTAL DUE	$ -

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**. Two Million Dollars ($2,000,000) per occurrence; Four Million Dollars ($4,000,000) annual aggregate for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability, Any Auto**. One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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

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

5. **Professional Liability**. This insurance shall cover: (i) the prime design professional on a Claims Made basis for Three Million Dollars ($3,000,000) per claim limit and Five Million Dollars ($5,000,000) for aggregate limit; (ii) the Architect's Structural, Mechanical, Plumbing, and Electrical Engineer consultant(s) on a Claims Made basis for Two Million Dollars ($2,000,000) per claim limit and Three Million Dollars ($3,000,000) for aggregate limit; and (iii) the Architect's other consultant(s) on a Claims Made basis for One Million Dollars ($1,000,000) per claim limit and Two Million Dollars ($2,000,000) for aggregate

limit, subject to no more than Fifty Thousand Dollars ($50,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

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

D. Deductibles and Self-Insured Retention: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Fifty Thousand Dollars ($50,000). At the option of the District, either:

1. The District can accept the higher deductible;

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

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

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

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

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

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

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

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

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

EXHIBIT "F"

ROOFING PROJECT CERTIFICATION

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than $21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of: ☐ Architect ☐ Engineer
☐ Roofing Consultant ☐ Other _____

I, _____ [Name], _____ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ [Name], _____ [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Name], _____ [Name of Firm], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

_____

_____

_____

_____

_____

_____

_____

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq*. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

EXHIBIT "G"

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to the District that I am a representative of the Architect entering into this Agreement with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Architect.

Architect certifies that it has taken at least one of the following actions (check all that apply):

☐ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) if Architect's employees or any subcontractor or supplier of any tier of the Agreement interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Architect under the Agreement.

☐ Architect, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Architect's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Architect performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Architect's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Architect's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

☐ Architect is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Architect's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Architect has not been convicted of a felony as defined in Government Code Section 45122.1.

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

FINGERPRINTING CERTIFICATION/ CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Architect: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "H"

COVID-19 VACCINATION STATUS/TESTING CERTIFICATION

COVID-19 VACCINATION/TESTING CERTIFICATION

Architect ("Architect"): _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Architect certifies that the following entity: _____ has verified that Architect personnel providing services at District's Project site(s):

☐ Have all been fully vaccinated in accordance with the CDPH Order.

☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.

☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Architect understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Architect will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel._

CERTIFICATION

I, _____,

certify that I am Architect's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

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: February 10, 2022
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 Cunha Library Wall Repair Project

BACKGROUND INFORMATION

Water intrusion in the Cunha Middle School library required a wall to be stripped down and repaired. The CUSD Board authorized staff to bid the job. Below are the bids received.

Responsive Bidders:

Landmark Modernization Contractors Dba Landmark Construction	$117,200
Beam Construction	$140,000

FISCAL ANALYSIS

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

RECOMMENDATION

Staff recommends that Landmark Modernization Contractors Dba Landmark Construction be awarded the job/bid with the lowest bid of $117,200. Landmark Modernization Contractors Dba Landmark Construction 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.

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of the Cabrillo Unified School District ("District" or "Owner")

From: Landmark Modernization Contractors dba Landmark Construction
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 2021 22.08, for the following project known as:

Cunha Middle School Library Wall Repair Project

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

BASE BID One hundred seventeen thousand two hundred and 00/100	dollars	$ 117,200

Additive/Deductive Alternates:

Alternate #1

N/A Additive/Deductive	dollars	$ N/A

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached hereto:

   - Bid Bond on the District's form or other security
   - Designated Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration
   - Iran Contracting Act Certification

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 1/18/2022	No. _____, Dated _____
No. 2, Dated 1/24/2022	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a _____ B _____ license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of January 20 22

Name of Bidder: Landmark Modernization Contractors dba Landmark Construction

Type of Organization: Corporation

Signature: [redacted]

Print Name: Kevin Brennan

Title: President

Address of Bidder: 4312 Anthony Court, Ste B, Rocklin, CA

Taxpayer Identification No. of Bidder: 68-0485893

Telephone Number: 916-663-1953

Fax Number: 916-663-1867

E-mail: frontdesk@landmarkconst.net Web Page: www.landmarkconst.net

Contractor's License No(s): No.: 807981 Class: A, B Expiration Date: 5/31/2022

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000004896

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Cunha Library Wall Repair Project

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: S & H Plastering

CA Cont. Lic. #: 878936 Location: Fremont

DIR Registration #: 1000016518

Portion of Work: Plaster

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 1/27/2022

Proper Name of Bidder: Landmark Modernization Contractors dba Landmark Construction

Signature: [redacted]

Print Name: Kevin Brennan

Title: President

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Cunha Library Wall Repair Project

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

__X__ I certify that Russ Tuttle (Bidder's representative) visited the Site of the proposed Work, received the attached N/A pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Cabrillo Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/27/2022

Proper Name of Bidder: Landmark Modernization Contractors dba Landmark Construction

Signature: [redacted]

Print Name: Kevin Brennan

Title: President

ATTACHMENTS:

1.

2.

3.

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Landmark Construction, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 27th, 2022,
[Date]

at Rocklin, CA.
[City] [State]

Date: 1/27/2022

Proper Name of Bidder: Landmark Modernization Contractors dba Landmark Construction

Signature: [redacted]

Print Name: Kevin Brennan

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19.01

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: 2021-22.08 between the Cabrillo Unified School District ("District") and Landmark Modernization Contractors dba Landmark Construction ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☒ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Landmark Modernization Contractors dba Landmark Construction	68-0485893
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Kevin Brennan, President	1/27/2022

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Landmark Construction, as Principal ("Principal"),

and Fidelity and Deposit Company of Maryland, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Cabrillo Unified School District ("District") of San Mateo County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent (10%) of the Total Amount Bid--- Dollars ($ --10%--)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Cunha Library Wall Repair ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 24th day of January, 2022.

Landmark Construction

Principal

By

Fidelity and Deposit Company of Maryland

Surety

By Jean L. Neu, Attorney-in-Fact

ABD Insurance & Financial Services

Name of California Agent of Surety

5448 Thornwood Drive, San Jose, CA 95123

Address of California Agent of Surety

408-684-8379

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On JAN 2 4 2022 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ERIN BAUTISTA
Notary Public - California
Santa Clara County
Commission # 2236034
My Comm. Expires Apr 25, 2022

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Bryan D. MARTIN, Jean L. NEU, Erin BAUTISTA, Debra Ann PERRY and Angelina A. CAMPANO, all of San Mateo, California,** EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of November, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 12th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[redacted]

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of January, 2022.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **Nº 08697**

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Fidelity and Deposit Company of Maryland

of Maryland *, organized under the laws of* Maryland *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 20th *day of* October, 2009, *I have hereunto set my hand and caused my official seal to be affixed this* 20th *day of* October, 2009.

Steve Poizner
Insurance Commissioner

By [redacted]
Susan J. Stapp
for Jesse Huff Deputy
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CR-3 OSP 00 59391

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: February 10, 2022
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 Half Moon Bay High School Roofing Project

BACKGROUND INFORMATION

The Cabrillo Unified School District assessed the condition of all roofs at CUSD. The study allowed staff to rank all roofs across the CUSD to prioritize and schedule the order in which they will be repaired/maintained in the most cost-efficient way possible. Below are the firms that responded to the call for bids:

Responsive Bidders:

State Roofing Systems	$1,060,500
Best Contracting Services, Inc.	$1,109,353
Stronger Building Services	$1,260,000

FISCAL ANALYSIS

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

RECOMMENDATION

Staff recommends that State Roofing Systems be awarded the job/bid with the lowest bid of $1,060,500. State Roofing Systems 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.

LOWEST

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of the Cabrillo Unified School District ("District" or "Owner")

From: State Roofing Systems Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 2021-22.07 for the following project known as:

Half Mooon Bay High School Roofing Project

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One million, sixty thousand, five hundred ***BASE BID***	dollars	$ 1,060,500.00

Additive/Deductive Alternates:

Alternate #1

N/A Additive/Deductive	dollars	$ N/A

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached hereto:

   - Bid Bond on the District's form or other security
   - Designated Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration
   - Iran Contracting Act Certification

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 1-26-22	No. _____, Dated _____
No. 2, Dated 1-26-22	No. _____, Dated _____
No. 3, Dated 1-26-22	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a C-39 _____ license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 27th day of January 20 22

Name of Bidder: State Roofing Systems Inc.

Type of Organization: Corporation

Signature: [redacted]

Print Name: Keith Symons

Title: President

Address of Bidder: 15444 Hesperian Blvd. San Leandro, CA 94578

Taxpayer Identification No. of Bidder: 94-2743961

Telephone Number: 510-317-1477

Fax Number: 510-317-1470

E-mail: dan@stateroofingsystems.com Web Page: www.stateroofingsystems.com

Contractor's License No(s): No.: 417692 Class: C-39 Expiration Date: 2/28/24

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000001108

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, State Roofing Systems, Inc., as Principal ("Principal"),

and Merchants Bonding Company (Mutual), as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Cabrillo Unified School District ("District") of San Mateo County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent (10%) of the Total Amount Bid********** Dollars ($ 10% of Total Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Bid #2021-22.07 Half Moon Bay High School Roofing Project ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 13th day of January, 2022.

State Roofing Systems, Inc.
Principal

[redacted]
By

Merchants Bonding Company (Mutual)
Surety

[redacted]
By Jonathan Russell, Attorney-in-Fact

Edgewood Partners Insurance Center (EPIC)
Name of California Agent of Surety

1390 Willow Pass Road, Suite 800, Concord, CA 94520
Address of California Agent of Surety

800-234-6363
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jonathan Russell; Misty Hemje; Robin L Amstutz; Sandra R Black; Sokha Evans; Stella Winterbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By [redacted]

President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 22nd day of April 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

[redacted]

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

[redacted]

Secretary

POA 0018 (1/20)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 1/13/22 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Jonathan Russell (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

E. JOHNSON
COMM. # 2310061
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. OCT. 22, 2023

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA DEPARTMENT OF INSURANCE

- Company Profile
  - Company Search
  - Company Search Results
  - Company Information
  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
  - Lines of Business
  - Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

COMPANY PROFILE

Company Information

MERCHANTS BONDING COMPANY (MUTUAL)

6700 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

Old Company Names **Effective Date**

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

back to top

NAIC Group List

NAIC Group #:	3479	Merchants Bonding Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

MISCELLANEOUS

SURETY

back to top

© 2008 California Department of Insurance

No. 2482-8

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Merchants Bonding Company (Mutual)

of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety, Liability, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*



IN WITNESS WHEREOF, *effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.*

Dave Jones
Insurance Commissioner

By

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Half Moon Bay High School Roofing Project # 2021-22.07

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: B&M Tear Off Inc.

CA Cont. Lic. #: 769864 Location: Brentwood, CA

DIR Registration #: 1000009312

Portion of Work: Demo and Abatement

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 1-27-22

Proper Name of Bidder: State Roofing Systems Inc.

Signature: [redacted]

Print Name: Keith Symons

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President [Title] of State Roofing Systems Inc. [Name of Firm], the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1-27-22 [Date],

at San Leandro [City], CA [State].

Date: 1-28-22

Proper Name of Bidder: State Roofing Systems Inc.

Signature: [redacted]

Print Name: Keith Symons

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19.01

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: 2021-22.07 between the Cabrillo Unified School District ("District") and State Roofing Systems Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☑ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
State Roofing Systems Inc.	94-2743961
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*
Keith Symons President	1-27-22

END OF DOCUMENT

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: February 10, 2022
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Adoption of Resolution No. 02-2022 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

To continue with remote Governing Board meetings, staff recommend that the Governing Board approve the monthly 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. 02-2022
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 10th day of February, 2022, 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:

_____
Sophia Layne
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

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: February 10, 2022
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 January 12, 2022 Special Governing Board Meeting, January 20, 2022 Regular Governing Board Meeting, January 21, 2022 Special Governing Board Meeting, and the January 26, 2022 Emergency 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.

Special Governing Board Meeting – Closed Session

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Wednesday, January 12, 2022 • 6:00 PM

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

Board Members Present:	Mary Beth Alexander, President Freya McCamant, Vice President Sophia Layne, Clerk to the Governing Board Kimberly Hines, Member Lizet Cortes, Member (Joined meeting at 6:03 PM)
Administrators Present:	Dr. Sean McPhetridge, Ed.D., Superintendent

1. CALL TO ORDER – 6:00 PM

a. Public Session

1. Roll Call / Quorum

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

2. Pledge of Allegiance

Board President Mary Beth Alexander led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

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

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

(M-01) Passed 4-0

3. GENERAL BUSINESS

a. Adoption of Resolution No. 01-2022 to Make Findings Allowing Continued Remote Meetings Under AB361

Motion to adopt Resolution No. 01-2022 to Make Findings Allowing Continued Remote Meetings Under AB361 was made by Member Sophia Layne and seconded by Member Kimberly Hines.

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

(M-02) Passed 5-0

4. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by Member Sophia Layne and seconded by President Mary Beth Alexander.

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

(M-03) Passed 5-0

The meeting was adjourned at 6:05 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:

_____ _____
Sophia Layne Date
Clerk to the Governing Board

Governing Board Meeting Agenda

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Public Session: Thursday, January 20, 2022 • 6:00 PM

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

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

1. CALL TO ORDER

a. Public Session – 6:02 PM – Welcome

1. Roll Call / Quorum

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

2. Pledge of Allegiance

Student Board Member Sara Gorman led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

President Mary Beth Alexander requested to amend the agenda by removing item 5a. Pilarcitos High School Update Presentation to a later date.

Motion to approve the agenda, as amended, was made by Member Freya McCamant and seconded by Member Sophia Layne.

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

(M-04) Passed 5-0 with Student Board Member voting aye

3. COMMUNICATIONS

a. Public Comments

Written Comments. The Board received three (3) comments via email and one (1) comment via the Google Public Comment Request form related to this agenda item. To read the full public comments submitted via the Google Public Comment Request form and email, please follow the link provided below:

https://docs.google.com/spreadsheets/d/1M8HSHEkPGGxPzPV46qeSrU_mP3fN1WwQkS7dL84h7H4/edit?usp=sharing

The following comments were provided in real-time using the Zoom Raised Hand feature. Speakers' names are entered as appeared on the Zoom participant panel.

Misty Veloso, Hatch teacher, spoke to the Board on behalf of Hatch early childhood educators about Board and District administrators' value and respect toward educators. Veloso said teachers bring knowledge, dedication, and strong ethics to schools and asked them to stop saving money and pay competitive salaries to attract and retain newer teachers.

Breanna Lafontaine, El Granada Elementary School parent, spoke to the Board to support competitive salaries for CUSD teachers. Lafontaine remarked that teachers are the ones parents entrust to educate their children and help shape their social and emotional foundation, and she said they deserve better.

Jenny Scarpaci, Farallone View teacher, provided the Board a collection of statements from Farallone View Elementary teachers that included comments related to teachers' collaboration time, increase to instructional minutes, teachers' salary compensation, and support to teachers and students.

Abby Foster, Hatch teacher, spoke to the Board about the shortage of teachers and substitute teachers. Foster said the district would not be able to recruit and retain teachers without competitive salaries. Foster noted teacher positions were still open the week school started and asked to post positions in a timely way.

Shannon Murray, Reading Intervention teacher, said that due to teachers' shortage, reading intervention teachers are on-call substitutes and that students are not receiving the support they need because reading classes have to be canceled. Murray urged the Board to examine decisions to attract and retain teachers.

Claudia Lunstroth, HMBHS teacher, shared with the Board comments from Half Moon Bay High School teachers related to instruction during the COVID pandemic, safety, teachers' compensation, negotiations, and treatment of teachers.

Avis Calhoun, El Granada teacher, also shared comments from El Granada Elementary School teachers about teachers' compensation, collaboration time, working conditions, professional respect, and the proposal to increase instructional minutes.

Erica Krein, El Granada teacher, shared her experience with families and students during the pandemic. Krein asked the Board for better communication with teachers.

b. Employee Organizations Report

1. CUTA Representatives

CUTA Co-President Sean Riordan reported that the district's inability to hire qualified teachers led to the cancelation of the middle school immersion program and said that he fears this could affect other sites' critical programs. Riordan shared that CUSD has not been able to fulfill open positions due to the inability to attract qualified teachers because of the non-competitive compensation. Riordan said CUSD would not be able to rebuild its workforce without reconsidering the compensation. Lastly, Riordan said that the district's unrestricted reserve prevents students from having qualified credentialed teachers.

2. CSEA Representatives

CSEA President Stig Lynne reported they have been working closely with the district to present the CSEA contract reopening next month. Lynne acknowledged the difficult times CUSD faces hiring and retaining staff, including different CSEA positions. To end the report, Lynne said he agrees with CUTA that a salary raise is needed to keep qualified staff and agrees that the district needs to consider if a 17 percent reserve is necessary in times like this.

c. Board Members Report

Member Kimberly Hines thanked tonight's speakers and told them Board members value and respect them. Member Hines asked the public to reach out to her if they want to talk or understand Board related matters. Member Hines also said that it is easier to make assumptions about others' thinking or doing when only heard in slices. Member Hines said she appreciates teachers' hard work during the pandemic and recognizes how difficult it is for districts to hire. To end the comment, Member Hines reassured the Board would do everything they can to make it right by the students and teachers in the community.

Member Freya McCamant echoed Member Hines' words of appreciation to everybody who spoke and teachers who provided comments. Member McCamant told teachers she hears them, respects them, and is always amazed by their work. Member McCamant said she understands that it is hard with the compensation and she would love to pay more, saying she truly respects what they do, what they know, how they teach, and their perspective. To end, Member McCamant shared she attended the Environmental Committee meeting and appreciates student and teacher leadership.

Member Sophia Layne started her comments expressing condolences to the family of teacher Kim Barnes. Member Layne shared she has attended different meetings with local community leaders, including the Latinoround Table discussions. Member Layne shared they had a great conversation about long-term improvements and the foundational changes needed as a school system to support all students. Member Layne also reported she had calls with the San Mateo County Office of Education, the County Health Department, and other elected officials who spoke about the pandemic's impacts. Member Layne said it is helpful to see the bigger picture because it is important for their work as a Board.

President Mary Beth Alexander said she agrees and reiterates what Member Hines and McCamant said about respecting teachers. President Alexander acknowledged the district is struggling to hire as many other districts are. President Alexander thanked the County for the COVID-19 test kits the district received for students. President Alexander finished her report inviting staff and community to reach out to her and said this is a good way to learn about other concerns.

Member Lizet Cortes started her report by reassuring the public she is always available to anyone who wishes to talk. Member Cortes shared she was part of the Latino Roundtable and was happy to hear about participation and parent involvement and have a productive conversation with community leaders. Member Cortes shared she participated in the Environmental Committee meeting and said that it is amazing to see students taking leadership and ownership. Lastly, Member Cortes thanked teachers for the comments and said she is hopeful they can communicate and understand each other better.

d. Student Board Member Report

Student Board Member Sara Gorman provided the Board and public an update on El Granada Elementary, Farallone View Elementary, Hatch Elementary, Kings Mountain Elementary, Half Moon Bay High School, Pilarcitos High School, and Los Listos Preschool events and activities.

c. Superintendent Report

Superintendent Dr. Sean McPhetridge started the report by sharing that the Governor announced that there will be COVID-19 tests available for districts to hand out to students before school in mid-December. Superintendent McPhetridge thanked Dr. Bhatia for picking up the tests and staff who made possible the distribution of about 1500 tests to the families. Superintendent McPhetridge also thanked the San Mateo County Office of Education (SMCOE) and County Superintendent Nancy Magee particularly for personally providing the cases of tests to the district and loading them into Dr. Bhatia’s car. Superintendent

McPhetridge also reported that the SMCOE provided the district with N95 masks, and those masks are available for distribution to staff by the PPE coordinators at different school sites.

Superintendent McPhetridge reported that the district received last week new communication of the state and county guidelines, and a letter was sent to families Monday and Friday. Then, after the letters were sent, the guideline changed, so the district informed families of revised guidelines again. Superintendent McPhetridge reassured people that the district keeps trying to get communication out as fast as possible. On the same efforts, Superintendent McPhetridge shared that schools also have pooled testing for students and staff and said the district would continue to encourage families to participate.

Superintendent McPhetridge expressed his condolences to the family of Kim Barnes. Superintendent McPhetridge also reassured the public that the district and Board listen to public comments and said the Board is not allowed to speak to comments if it is not agendized. Still, he likes to take the opportunity to do so. On the negotiation topic, Superintendent McPhetridge said that the district provided a salary raise of three percent for 2019-20 and then three percent for 2020-21. CUTA and the district are currently negotiating another increase at the table. Superintendent McPhetridge said he finds these negotiations civil and constructive and that they have made a lot of progress in language items under negotiation.

4. CONSENT AGENDA

a. Approval of Field Trip for Half Moon Bay High School FFA to Leadership Conference in Seaside, California, January 21-22, 2022
b. Approval of Field Trip for Half Moon Bay High School FFA to World Ag Expo in Tulare, California, February 9-10, 2022
c. Approval of Field Trip for Half Moon Bay High School FFA to State Leadership Conference in Sacramento, California, March 25-29, 2022
d. Approval of Certificated Personnel Report
e. Approval of Classified Personnel Report
f. Approval of School Accountability Report Cards (SARC)
g. Approval of Donations to Cabrillo Unified School District
h. Approval of Warrant Register Report Processed from November 1, 2021 to December 17, 2021
i. Approval of the Bid Award of the HMBHS Agricultural Program Project
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 Freya McCamant and seconded by Member Kimberly Hines.

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

(M-05) Passed 5-0 with Student Board Member voting aye

5. GENERAL BUSINESS

b. La Costa Adult School Update Presentation

La Costa Adult School Director Matt Linton provided an overview of La Costa Adult School's history, future projects, current classes, and funding information.

=

c. Update on Safe Routes to School Program and Special Project

Safe Routes to School Program Coordinator Carlene Foldenauer presented an update on the 2021-22 Safe Routes to School Program.

City of Half Moon Bay Engineer Maz Bozorginia presented an overview of the Safety Improvement Project at Kelly Avenue and Pilarcitos Avenue.

d. Adoption of Proclamation Declaring February 2022 as African American History Month

Motion to adopt the Proclamation Declaring February 2022 as African American History Month was made by Member Sophia Layne and seconded by Member Kimberly Hines.

The following comment was provided in real-time using the Zoom Raised Hand feature. Speakers' names are entered as appeared on the Zoom participant panel.

Christy Walker, CUSD parent, said she thinks it is tremendous the Board is adopting these proclamations recognizing different underserved groups. Walker said the proclamations do not always translate to changes in how things are done at schools. As an example, Walker said schools are still using images and materials that are not the best representation of these groups or that there are teachers using non-inclusive language.

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

(M-06) Passed 5-0 with Student Board Member voting aye

e. Approval of the Measure M Facility Bond and Parcel Tax Citizens' Oversight Committee 2020-2021 Annual Report

Motion to approve the Measure M Facility Bond and Parcel Tax Citizens' Oversight Committee 2020-2021 Annual Report was made by President Mary Beth Alexander and seconded by Member Sophia Layne.

The following comment was provided in real-time using the Zoom Raised Hand feature. Speakers' names are entered as appeared on the Zoom participant panel.

Adriana Balentine said she would be interested in becoming part of the Parcel Tax Citizens' Oversight Committee and said she is happy to know that spots are available.

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

(M-07) Passed 5-0 with Student Board Member voting aye

f. Approval of Independent Audit Report for Year Ending June 30, 2021

Chavan & Associates, LLP Representative Paul Pham provided an overview of the audit report for the year ending June 30, 2021, and he went over the findings and recommendations.

Motion to approve the Independent Audit Report for Year Ending June 30, 2021, was made by Member Kimberly Hines and seconded by Member Sophia Layne.

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

(M-08) Passed 5-0 with Student Board Member voting aye

At 9:39 PM, Member Sophia Layne requested a motion to continue past the 10:00 PM curfew. Member Freya McCamant seconded the motion.

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

(M-09) Passed 5-0 with Student Board Member voting aye

g. Current and Potential Alternative Trustee Areas Presentation

Demographer Tom Williams presented CUSD trustee area findings and alternatives.

After discussion, the Governing Board agreed to bring back Map 1 and Map 6 as final drafts for consideration for the adjustment of Trustee Area boundaries.

8. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by Member Kimberly Hines and seconded by Member Freya McCamant.

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

(M-10) Passed 5-0 with Student Board Member voting aye

The meeting was adjourned at 10:10 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:

_____ _____

Sophia Layne
Clerk to the Governing Board
Cabrillo Unified School District

Date

Special Governing Board Meeting – Closed Session

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Friday, January 21, 2022 • 3:00 PM

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

Board Members Present:	Mary Beth Alexander, President Freya McCamant, Vice President Sophia Layne, Clerk to the Governing Board Kimberly Hines, Member Lizet Cortes, Member
Administrators Present:	Dr. Sean McPhetridge, Ed.D., Superintendent

1. CALL TO ORDER – 3:01 PM

a. Public Session

1. Roll Call / Quorum

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

2. Public Comments on Closed Session Topics

None.

c. Adjourn to Closed Session – 3:02 PM

d. Reconvene to Open Session – 5:05 PM

1. Closed Session Report: If Applicable

Board President Mary Beth Alexander reported no action was taken in Closed Session.

5. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by Member Sophia Layne and seconded by Member Kimberly Hines.

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

(M-11) Passed 5-0

The meeting was adjourned at 5:06 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:

_____ _____

Sophia Layne
Clerk to the Governing Board

Date

Emergency Governing Board Meeting – Closed Session

(Unadopted) Meeting Minutes

CABRILLO UNIFIED SCHOOL DISTRICT

Wednesday, January 26, 2022 • 6:00 PM

(Video Conference via Private Link)

Board Members Present:	Mary Beth Alexander, President Freya McCamant, Vice President Sophia Layne, Clerk to the Governing Board Kimberly Hines, Member Lizet Cortes, Member
Administrators Present:	Dr. Sean McPhetridge, Ed.D., Superintendent

1. CLOSED SESSION – 6:00 PM

a. Call to Order

1. Roll Call / Quorum

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

5. ADJOURNMENT OF THE MEETING

Motion to adjourn was made by President Alexander and seconded by Member Layne.

ROLLCALL
Mary Beth Alexander, President – aye
Freya McCamant, Vice President – aye
Sophia Layne, Clerk to the Governing Board – aye
Kimberly Hines, Member – aye
Lizet Cortes, Member – absent at end of meeting

(M-12) Passed 4-0

The meeting was adjourned at 7:26 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:

_____ _____

Sophia Layne
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT

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

SUPERINTENDENT
Sean McPhetridge, Ed.D.

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

MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent/Action
ITEM TITLE: Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and by CUSD Federal Program Monitoring (FPM) Consultant

BACKGROUND INFORMATION

The Cabrillo Unified School District (CUSD) participates in the California School Boards Association's (CSBA) Policy Online and Manual Maintenance Service. One important component of this optional service is that participating districts receive a quarterly "Policy Maintenance Report" to help keep Board policies up to date and fully compliant. Most often, the proposed changes are mandate-driven. In such instances, staff will suggest that the Board waive additional readings and adopt the suggested revisions en masse and via action. In those instances, when a quarterly maintenance review indicates 1) a need for a change in a policy that provides optional courses of action or 2) the need for a new policy to address a particular issue, staff will suggest that the Board engage in a first and second reading of the document prior to considering policy adoption.

REPORT/PROPOSAL

This month, the following Board Policies are provided for adoption. These Board documents have been reviewed by appropriate staff and are submitted for your consideration. CUSD Staff and FPM Consultant have further concluded that the proposed revisions reflect new laws, federal law compliance, and/or additional CSBA suggested wordsmithing that could be considered for adoption under consent items.

Board Policy 0430 - Comprehensive Local Plan for Special Education
Board Policy 1312.3 - Uniform Complaint Procedures
Board Policy 6142.7 - Physical Education And Activity

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Approve as submitted.

CABRILLO UNIFIED SCHOOL DISTRICT
POLICY GUIDE SHEET
February 10, 2022

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 0430 - Comprehensive Local Plan for Special Education

Policy updated to reflect the requirement that the Special Education Local Plan Area (SELPA) submit its local plan to the county office of education and/or Superintendent of Public Instruction and the requirement, beginning July 1, 2020, to review the plan every three years. Policy also clarifies the different types of SELPA governance structures and adds an option for arrangements in which the district joins with other districts and the county office of education to form a SELPA. Policy deletes material related to the referral and eligibility of students for special education, which is addressed in AR 6164.4 - Identification and Evaluation of Individuals for Special Education. Policy adds requirement to adopt a procedure for the ongoing review of programs and a mechanism for correcting any identified problem.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

Cabrillo USD

Board Policy

Comprehensive Local Plan For Special Education

BP 0430

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board ~~desires~~ **recognizes its obligation** to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district~~, including children who have been suspended or expelled or placed by the district in a nonpublic, nonsectarian school~~.

~~Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized. (Education Code 56303)~~

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

~~The special education local plan area (SELPA) shall administer a local plan and administer the allocation of funds. (Education Code 56195)~~

~~*(cf. 1220 - Citizen Advisory Committees)*~~
~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~
~~*(cf. 3541.2 - Transportation for Students with Disabilities)*~~
~~*(cf. 4112.23 - Special Education Staff)*~~

~~In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the district participates as a member of the San Mateo County SELPA.~~

~~The Superintendent or designee shall extend the district's full cooperation to the SELPA. The policies and procedures of the SELPA shall be applied as policies and regulations of this district, with the exception of those that apply to complaints, unless the SELPA plan specifically authorizes the district to operate under its own policies and regulations.~~

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. (Education Code 56195.1)

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be use to identify and correct any program deficiencies.

Legal Reference:

EDUCATION CODE
56000-56001 Education for individuals with exceptional needs
56020-56035 Definitions
56040-56046 General provisions
56048-56050 Surrogate parents
56055 Foster parents
56060-56063 Substitute teachers
56170-56177 Children enrolled in private schools
56190-56194 Community advisory committees
56195-56195.10 Local plans
56205-56208 Local plan requirements
56213 Special education local plan areas with small or sparse populations
56240-56245 Staff development
56300-56385 Identification and referral, assessment, instructional planning
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56508 Procedural safeguards, including due process rights
56520-56524 Behavioral interventions
56600-56606 Evaluation, audits and information
56836-56836.05 Administration of local plan
GOVERNMENT CODE
7579.5 Surrogate parent, appointment, qualifications, liability
95000-95029 California Early Intervention Services Act
WELFARE AND INSTITUTIONS CODE
361 Limitations on parental control

726 Limitations on parental control
CODE OF REGULATIONS, TITLE 5
3000-3089 Regulations governing special education
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
300.1-300.818 Assistance to states for the education of children with disabilities, including:
300.500-300.520 Due process procedures for parents and children
303.1-303.654 Early intervention program for infants and toddlers with disabilities

Management Resources:
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
U.S. Department of Education, Office of Special Education Programs:
http://www.ed.gov/about/offices/list/osers/osep

Policy CABRILLO UNIFIED SCHOOL DISTRICT
adopted: December 11, 2008 Half Moon Bay, California
revised: TBD

Cabrillo USD
Board Policy
Uniform Complaint Procedures

BP 1312.3
Community Relations

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages **the** early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)

(cf. 5146 - Married/Pregnant/Parenting Students)

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-**8488** ~~8498~~)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content~~, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met~~ (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on **a** ~~the~~ person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, **and** students formerly in a juvenile court school~~, migrant students, and immigrant students participating in a newcomer program~~ (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059**.5**; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code **8207-8225** ~~8235-8239.1~~)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. State preschool health and safety issues in license-exempt programs (Education Code **8212** ~~8235.5~~)

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #24 below.

24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve

any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4~~3~~. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

5~~4~~. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education **(FAPE)**, ~~or~~ **failure or refusal to implement** a due process hearing order **to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE** shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

6~~5~~. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7~~6~~. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

8~~7~~. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
*8200-**8488** ~~8498~~ Child care and development programs*
8500-8538 Adult basic education

18100-18203 School libraries
*32280-32289**.5** School safety plan, uniform complaint procedures*
35186 Williams uniform complaint procedures
46015 Parental leave for students
48645.7 Juvenile court schools
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49014 Student fees
49060-49079 Student records, especially:
49069.5 Records of foster youth
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51222 Physical education, secondary schools
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52059.5 Statewide system of support
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52300-52462 Career technical education
*52500-**52617** ~~52616.24~~ Adult schools*
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
*6301-6576 Title I Improving the **a**~~A~~cademic **a**~~A~~chievement of the **d**~~D~~isadvantaged*
*6801-7014 Title III language instruction for ~~limited English proficient~~ **English Learners** and immigrant students*

UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee ***and adoption of grievance procedures*** *~~for Title IX~~*
~~106.9 Notification of nondiscrimination on basis of sex~~
106.30 Definitions
106.44 Response to notice of sexual harassment
106.45 Titles IX sexual harassment complaint procedures
110.25 Notification of nondiscrimination on the basis of age

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
Uniform Complaint Procedure ***2021-22*** *~~2020-21~~ Program Instrument*
~~Sample UCP Board Policies and Procedures~~
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Part 1: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
~~Dear Colleague Letter, September 22, 2017~~
~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
~~Dear Colleague Letter: Harassment and Bullying, October 2010~~
~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~
~~Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001~~
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, ***2007*** *~~2002~~*
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: https://www.dfeh.ca.gov
California Department of Social Services: https://www.cdss.ca.gov
Student Privacy Policy Office: http://www2.ed.gov/about/offices/list/opepd/sppo
U.S. Department of Agriculture: https://www.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr
U.S. Department of Justice: http://www.justice.gov

Policy CABRILLO UNIFIED SCHOOL DISTRICT
adopted: December 11, 2008 Half Moon Bay, California
revised: May 31, 2012

revised: May 9, 2013
revised: June 26, 2014
revised: September 10, 2015
revised: August 11, 2016
revised: June 7, 2018
revised: October 10, 2019
revised: December 8, 2020
revised: November 18, 2021
revised: TBD

Cabrillo USD
Board Policy
Physical Education And Activity

BP 6142.7
Instruction

The Governing Board recognizes the positive benefits of physical activity on student health, well-being, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender~~,~~ **or** gender expression, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

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

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The district's physical education program shall engage students in age-appropriate moderate to vigorous physical activity, as defined in the accompanying administrative regulation, including aerobic, muscle-strengthening, and bone-strengthening activities. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, **all school students in grades seven through twelve must receive 400 minutes of PE instruction each 10 school days unless exempted (PE 02).2. Physical Fitness Testing (PFT).EC Section 60800(a): All ninth grade students must participate in PFT to the best of their ability (PE 04).3.Course of study. EC Section 51225.3(a)(1)(f): Two PE courses, each equaling one year, unless the pupil has been exempted (PE 07).** The overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060.)

Reporting of pupil achievement is based upon all of the following:

1. Tests designed to determine skill and knowledge

2. Physical performance tests

3. Any other evaluation procedures required by local governing board regulations

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)
(cf. 5141.23 - Asthma Management)
(cf. 6145.2 - Athletic Competition)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet the student's needs cannot be provided.

2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352, 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than the student would have attended if enrolled in a physical education course.

2. The student is enrolled as a postgraduate student.

3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Students who have been granted a permanent exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352)

Other Exemptions

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)

2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. The Superintendent or designee shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity and student well-being.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
221.5 Sex equity in education
33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
44250-44277 Credential types
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51241 Temporary, two-year or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
52316 Excuse from attending physical education classes; regional occupational center/program
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1044 Physical performance test
1047-1048 Testing variations and accommodations
3051.5 Adapted physical education for individuals with exceptional needs
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
10060 Criteria for high school physical education programs
80020 Additional assignment authorizations for specific credentials
80037 Designated subjects teaching credential; special teaching authorization in physical education
80046.1 Added authorization to teach adapted physical education
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
CODE OF FEDERAL REGULATIONS, TITLE 34
106.33 Nondiscrimination on the basis of sex; comparable facilities
106.34 Nondiscrimination on the basis of sex; access to classes and schools
300.108 Assistance to states for the education of children with disabilities; physical education
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)
COURT DECISIONS
Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources:

CSBA PUBLICATIONS
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
Physical Education and California Schools, Policy Brief, October 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009
Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index (SHI): A Self-Assessment and Planning Guide, Elementary School, 2017
School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
The Administrator's Assignment Manual, 2019
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Physical Activity Guidelines for Americans, 2nd Edition, 2018
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Healthy People 2010: http://www.healthypeople.gov
National Association for Sport and Physical Education: https://www.pgpedia.com/n/national-association-sport-and-physical-education
President's Council on Sports, Fitness and Nutrition: http://www.fitness.gov
U.S. Department of Health and Human Services: http://www.health.gov

Policy CABRILLO UNIFIED SCHOOL DISTRICT
adopted: February 12, 2009 Half Moon Bay, California
revised: August 11, 2016
revised: December 14, 2021
revised: TBD

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: February 10, 2022
TO: Members of the Governing Board
FROM: Bianca Forrester, Interim Director of Personnel and Pupil Services
CATEGORY: Consent/Information
ITEM TITLE: CSEA's Initial Proposal for 2021-2024 Successor Negotiations

BACKGROUND INFORMATION

Cabrillo Unified School District's Chapter #485 of the California School Employees Association (CSEA) has submitted a proposal to discuss and negotiate amendments to articles contained in the current CUSD/CSEA agreement.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Receive CSEA's initial proposal for 2021-2024 successor negotiations.

Initial Proposal of the
California School Employees Association (CSEA) and its Cabrillo Chapter #485
To the Cabrillo Unified School District
For the 2021-2024 Successor Negotiations

CSEA desires to alter or amend the current collective bargaining agreement, which expires on June 30, 2021, as follows:

Article 2: CSEA Rights

CSEA has an interest in:

- Ensuring that the District meets and confers with CSEA prior to short-term positions being advertised.
- Receiving advanced notice of New Employee Orientations.
- Regularly receiving information about bargaining unit members.

Article 3: Check Off and Organizational Security

CSEA has an interest in:

- Eliminating reference to service fee payers.
- Protecting members' contact information from third-party organizations.

Article 4: Evaluations

CSEA has an interest in:

- Prohibiting probationary periods extending beyond six (6) months.

Article 5: Hours and Overtime

CSEA has an interest in:

- Establishing double payrates for any hours worked beyond twelve (12) in a day.
- Calculating overtime in half-hour increments.
- Allowing for alternative schedules to be negotiated between CSEA and the District.
- Specifying the way that cash in lieu of compensatory time is paid to the employee.
- Increasing the call-time pay minimum for holidays.
- Offering paid training time for prospective school bus drivers.
- Offering summer school assignments by seniority and specifying how summer assignments for paraeducators are assigned.

Article 6: Salary

CSEA has an interest in:

- A fair and equitable increase to the salary schedule.
- Clarifying the payroll schedule for overtime pay.
- Increasing the allowable time frame for repayment following salary overpayment.
- Guaranteeing out-of-class pay for all time worked out-of-class.

Article 8: Health and Welfare

CSEA has an interest in:

- Updating medical insurance plans in the contract.
- Update cash-in-lieu amount.

- Improving the proration of medical benefits for part-time employees.
- Enrolling members into State Disability Insurance.

Article 9: Holidays

CSEA has an interest in:

- Adding Juneteenth to the list of paid holidays.
- Changing the compensation for Winter Break Cleaning Crew.

Article 10: Vacation

CSEA has an interest in:

- Creating a vacation cash out arrangement.
- Increase vacation carryover limit.

Article 11: Leaves

CSEA has an interest in:

- Expanding allowable uses of discretionary day.
- Expanding list of immediate family members.
- Including Parental Leave in contract.

Article 12: Transfers

- Clarifying invalid reasons for employer-initiated transfer.

Article 14: Reclassification

CSEA has an interest in having more involvement in the employer-initiated reclassification process.

Article 15: Layoffs

CSEA has an interest in:

- Update conflicting language to reflect current law.
- Include electronic mail in notification process.

Article 16: Discipline

CSEA has an interest in clarifying steps of the progressive disciplinary procedure.

Article 20: Contracting Out

CSEA has an interest in restricting allowable reasons for contracting out.

Article 22: Duration

CSEA has an interest in negotiating a three-year contract in effect from July 1, 2021 through June 30, 2024.

CSEA Dues Schedule

CSEA has an interest in updating the dues schedule.

New Article: School Closures

CSEA has an interest in establishing expectations around pay, benefits, work assignments, and safety when school sites are temporarily closed due to natural disaster or other catastrophic event.

The California School Employees Association and its Cabrillo Chapter #485 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

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Freya McCamant

February 2, 2022

Stig Lynne, CSEA President
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94109

Dear Stig:

The Cabrillo Unified School District is in receipt of your 'sunshine' letter. We accept your initial bargaining proposal in accordance with Article 22 for the upcoming 2021-2022 contract reopener negotiations.
CUSD is also interested in the articles CSEA has proposed, and has no further articles to add at this time.

Warm regards,

Bianca Forrester
Interim Director of Pupil and Personnel Services

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MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: Jason Owens, Coordinator of Student Services and Special Projects
Lizeth Bendaña, Lead Teacher, Pilarcitos High School
CATEGORY: Presentation
ITEM TITLE: Pilarcitos High School Update Presentation

BACKGROUND INFORMATION

Jason Owens and Lizeth Bendana will present an update on the 2021-22 program.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

This item is presented for information only.


CUSD Alternative Education
Pilarcitos High School
Independent Studies K-12

Pilarcitos High School

maximum enrollment 42

Grades 10-12



Past

Present

Future

Early Years

- Established in 1975
- Located in many places
- The Bob King years: Once a Coyote Always a Coyote
- Many changes in staff

Post BK

- New Programs
- New Building
- COVID-19



The Program

- Credit Recovery
- Concurrent Enrollment
- Work Experience
- Farm Program
- Native Plant Restoration
- Restorative Justice/Practices
- El Centro Partnership
- Mental Health/SEL Focus
- La Costa Partnership
- HiSET
- COVID Impact on the Program



Hopes and Dreams



- CTE pathways
- 501.3C Coyote Foundation
- Comprehensive SLS
- Mental Health specialist and/or HS Counselor
- Coyote House

Independent Studies

maximum enrollment **35**

current enrollment K-12 **131**



Past

Present

Future



Early Years

- Bob King led the program for K-12
- K-5 students were considered Home Study
- 6-8 mainly discipline
- 9-12 students who had special circumstances

Post Bob King

- SPT Process
- CIF Eligibility
- Increase of Mental Health issues
- School refusal
- COVID-19

Present



- Edgenuity
- Concurrent Enrollment
- AB130 impact on staff and students
- Course Based IS (2014)

Hopes and Dreams

- Group offerings
- Expand the program
- Board Policy about CBIS HS/MS/ES
- SEL Program
- WASC



The Team



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MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
ITEM TITLE: Adoption of Proclamation Endorsing March as Women's History Month

BACKGROUND INFORMATION

Women's History Month celebrates the significant contributions of women to the history and progress of the United States and the State of California**.** Women have made distinct and important contributions to California, the United States, and the rest of the world in many fields, but this history has not been taught and understood despite the crucial importance of women to our society. Tonight, staff present a proclamation endorsing March as Women's History Month for Governing Board approval to acknowledge and appreciate the many important contributions of women to the Coastside, California, the United States, and the world at large. In so doing, CUSD aims to honor, remember, and give thanks to women for their fundamental contributions to all of us.

FISCAL ANALYSIS

There is no financial impact to the General Fund.

RECOMMENDATION

Adopt Proclamation Endorsing March as Women's History Month.

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Women's History Month
March 2022

Whereas, American women of every race, class, and ethnic background have made historic and significant contributions to the growth and strength of our nation and state in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the nation and our state by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout our history by providing the majority of the volunteer labor force of the nation and state; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation and state; and

Whereas, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas, despite these contributions, the role of American women has been consistently overlooked and undervalued in the literature, teaching, and study of American history; and

Whereas, since 1987 the United States Congress has passed a resolution annually to proclaim March as Women's History Month in order to recognize these many crucial contributions; and

Whereas, Cabrillo Unified School District and the Coastside community also recognize the importance of understanding the history of this area, particularly with regard to honoring the significant and longstanding contributions women have made in this Nation and in California;

Now, therefore, be it proclaimed by the Governing Board of Cabrillo Unified School District that March is designated as Women's History Month and that CUSD calls upon the schools, staff, students, and families of the Coastside to observe March as Women's History Month by celebrating and recognizing the countless contributions made by women throughout history.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 10th day of February, 2022, 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:

_____

Sophia Layne
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____

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

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Freya McCamant

MEMORANDUM

MEETING DATE: February 10, 2022
TO: Members of the Governing Board
FROM: Leticia Bhatia, Ed.D., Assistant Superintendent, Curriculum and Instruction
J Jesús Contreras, Chief Business Officer
CATEGORY: Information/Presentation
ITEM TITLE: Presentation of the 2021-2022 Mid Year LCAP and Supplement to the Annual Update Reports

BACKGROUND INFORMATION

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2021-22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- The Supplement for the Annual Update for the 2021-22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021-22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021-22 LCAP.

FISCAL ANALYSIS

This update reflects the LCAP funding and additional one time funding.

RECOMMENDATION

This item is presented for information only.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Mid Year Local Control Accountability Plan (LCAP) Update

Presented to the Governing Board on

February 10, 2022

Background

Section 124(e) of Assembly Bill 130 requires school districts to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the district. The presentation must include the following:

- The Supplement for the Annual Update for the 2021–22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

Impact to the Budget Overview for Parents

When Cabrillo Unified School District adopted our LCAP and Budget on June 24, 2021, the state budget act was not complete. The adopted state budget included additional funds that were not anticipated by our district. At Budget adoption the Overview for Parents was as follows:

Item	As adopted in BOP
Total LCFF Funds	$32,609,922
LCFF Supplemental Grant	$2,339,221

Supplement for the Annual Update for the 2021–22 LCAP

The attached detailed Supplement for the Annual Update for the 21-22 LCAP has five prompts:

1. A description of how and when the CUSD engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).
2. A description of how the CUSD used, or plans to use, the additional concentration grant add-on funding.

   NOTE: CUSD DOES NOT RECEIVE CONCENTRATION FUNDING.

Supplement for the Annual Update for the 2021–22 LCAP

3. A description of how and when CUSD engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.
4. A description of how CUSD is implementing the federal American Rescue Plan Act (ARPA) and federal Elementary and Secondary School Emergency Relief expenditure plan (ESSER), and the successes and challenges experienced during implementation.

Supplement for the Annual Update for the 2021–22 LCAP

5. A description of how the CUSD is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with CUSD's 2021–22 LCAP and Annual Update.

Prompt 1: Educational Partner Engagement for Budget Act funds:

Cabrillo Unified School District (CUSD), has set up various educational partner committees to support the input of various initiatives. These groups are comprised of site parent leaders, parent leaders of children learning English, classified union leaders and staff, certificated union leaders and staff, and site/district administrators. At our Educational Partner meetings, we invite families representing Homeless/Foster Youth/Migrant/Incarcerated youth/Underserved Students/Civil Rights Groups and Advocates.

During the 2020-2021 and 2021-2022 school year, CUSD has engaged in over 12 meetings through our education partner committees, which include: OSSC, DELAC, ELAC, Leadership, CUTA, CSEA, Community Partners, PTO Alliance, Latinx Roundtable, Site and District Committees, and other Community Partners. Utilizing our educational partner committees, we obtained/will obtain valuable input on the following programs/grants:

- Learning Loss Mitigation Funds - State and Federal
- In-Person Instruction and Expanded Learning Opportunities Grant
- Expanded Learning Opportunities Program
- Universal Prekindergarten Expansion and Implementation
- Elementary and Secondary School Emergency Relief (ESSER III) Fund
- Educator Effectiveness Block Grant
- A-G Completion Grant - CUSD might nor qualify for this grant

Prompt 2: Use of additional Concentration Funding:

Concentration Funding applies to school districts with an unduplicated pupil count greater than 55%.

CUSD does not receive concentration funding because we are at less than 55% *Unduplicated* (English Learners, Foster Youth, Low-Income, Homeless) student counts.

Prompt 3: Educational Partner Engagement for One-Time Federal Funds:

CUSD used a similar process to engage our educational partners for one-time federal funds.

During the 2020-2021 and 2021-2022 school year, CUSD has engaged in over 12 meetings through our education partner committees, which include: OSSC, DELAC, ELAC, Leadership, CUTA, CSEA, Community Partners, PTO Alliance, Latinx Roundtable, Site and District Committees, and other Community Partners. Through our our educational partner committees, CUSD obtained/will continue to obtain input for all CUSD programs/grants. These programs/grants include::

- Learning Loss Mitigation Funds - State and Federal
- In-Person Instruction and Expanded Learning Opportunities Grant
- Expanded Learning Opportunities Program
- Universal Prekindergarten Expansion and Implementation
- Elementary and Secondary School Emergency Relief (ESSER III) Fund
- Educator Effectiveness Block Grant
- A-G Completion Grant

Prompt 4: Implementation of the ESSER III Expenditure Plan:

CUSD is implementing the American Rescue Plan Act and federal Elementary and Secondary Emergency Relief plan directly linking the goals of these plans to the goals of our Local Control Accountability Plan (LCAP). Strategies for Continuous and Safe In-Person Learning include:

INTERVENTION SERVICES

- After-school intervention services and training/professional Development
- Interventions programs & summer intervention programs

MTSS| SOCIAL EMOTIONAL LEARNING and PBIS

- Positive Behavior Intervention Systems
- Increased Counseling Services

ADDRESSING THE LOSS OF INSTRUCTIONAL TIME

- Interventions programs & summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements

USE OF REMAINING FUNDS

- Upgrade to HVAC ventilation systems

Prompt 5: Using fiscal resources consistent with LCAP:

Cabrillo Unified School District's state, local, state and federal projected revenue for the 2021-22 school year totaled $42,673,449 at first interim. This total included 3,036,315 million dollars in federal revenue which includes the federal American Rescue Plan Act (ARPA) of 2021 and the federal Elementary and Secondary School Emergency Relief (ESSER). All expenditures from these funds reflect specific actions related to the district goals of 1) student academic growth and proficiency, 2) student and family engagement, and 3) safe and exceptional learning environments.

Specific plan details can be found on our website utilizing the link below:

LOCAL CONTROL ACCOUNTABILITY PLAN

https://www.cabrillo.k12.ca.us/about_us/lcap_budget_plan

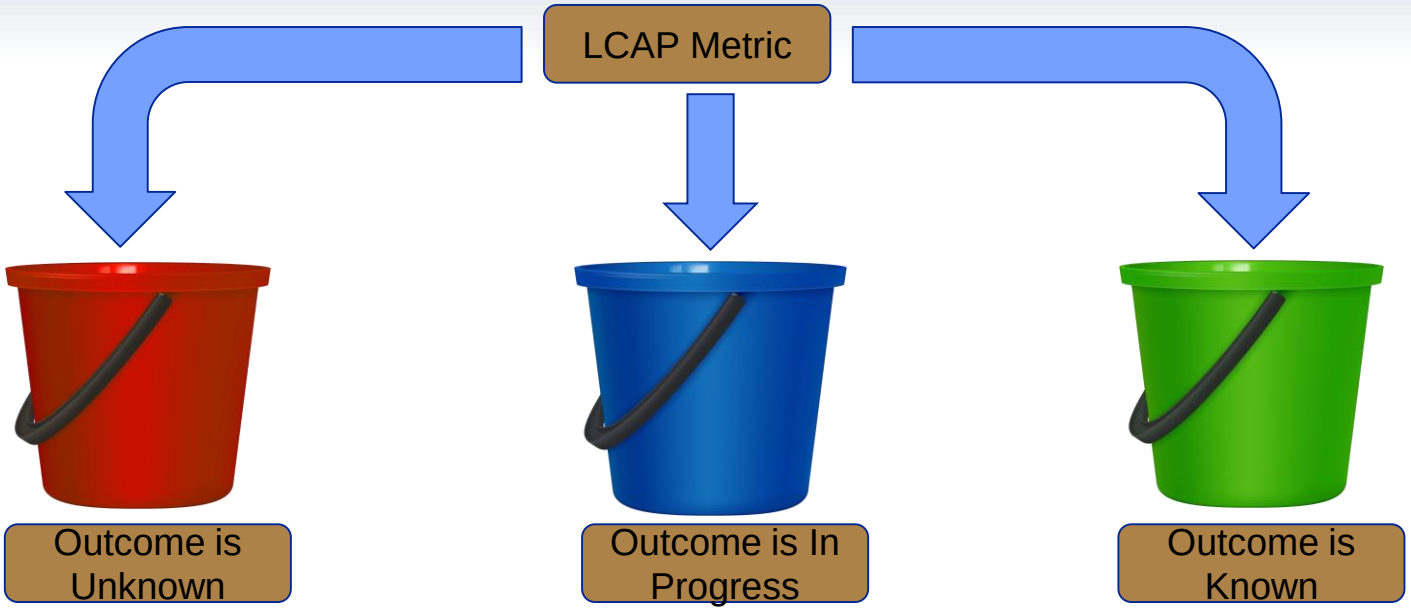
EDUCATOR EFFECTIVENESS BLOCK GRANT

https://www.cabrillo.k12.ca.us/our_departments/curriculum_instruction/grants

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUNDING (ESSER III)

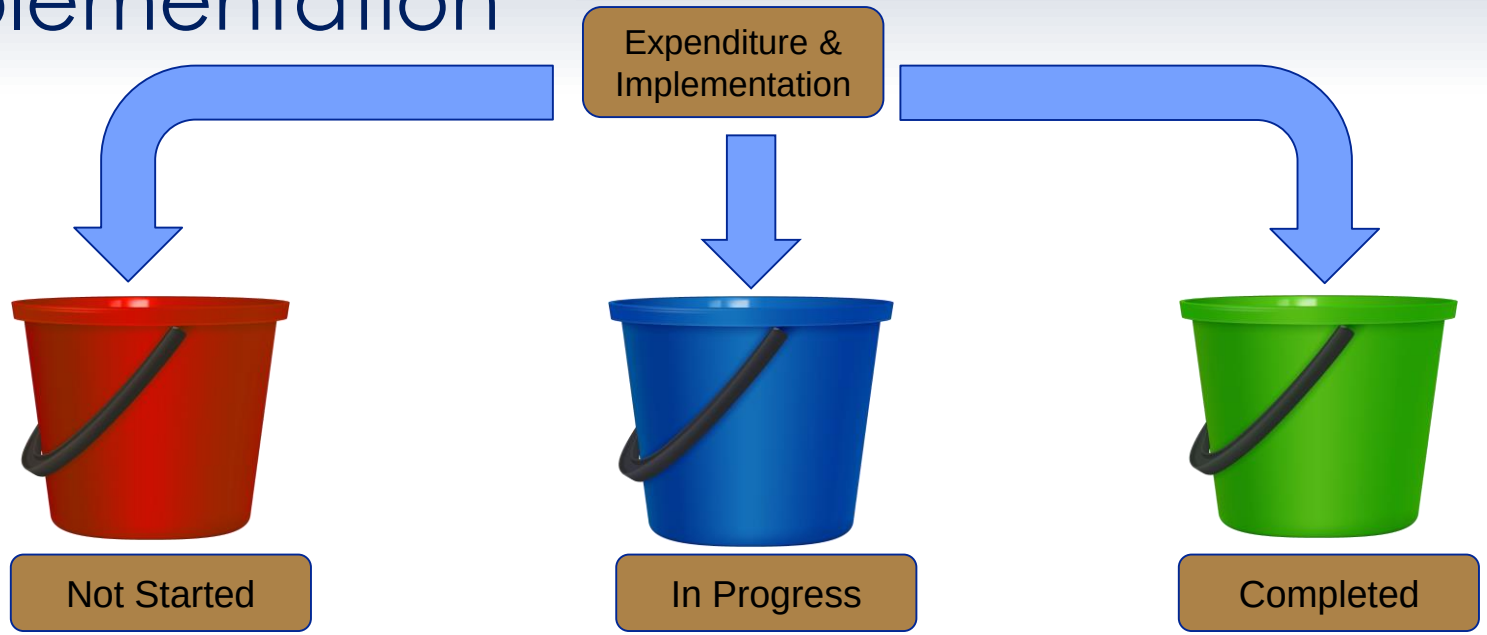
https://www.cabrillo.k12.ca.us/our_departments/curriculum_instruction/grants

Mid-year Update: LCAP Metrics



At this point in the school year, some metric outcomes are Unknown, some are In Progress, and some are Known. The metrics for each LCAP goal are disclosed in the attached 2021 LCAP Mid-Year Report.

Mid-year Update: LCAP Expenditures and Implementation



Similarly, at this point in the school year, some LCAP actions have Not Started, some are In Progress, and some have been Completed. An update of LCAP actions have been shared with expenditures through the First Interim budget update. The metrics for each LCAP goal are disclosed in the attached 2021 LCAP Mid-Year Report.

LCAP GOALS

LCAP Goal 1

Student Achievement (Academic & Social-Emotional)

BROAD GOAL

The metrics and actions within this goal ensure we maintain high-quality staff, define a district-wide implementation of academic content and performance standards, provide opportunities for all students to access courses, and support the social-emotional needs of our students and families. These areas are evaluated on a regular basis to ensure maintenance of progress. Metrics and actions will be reevaluated as necessary.

LCAP Goal 2

At-Promise Students

BROAD GOAL

Focus on increasing academic achievement for our at-promise students, including English Learners, Special Education, Hispanic/Latinx students, and Socio-Economic Disadvantaged.

LCAP Goal 3

Student & Parent Engagement (Academic & Social-Emotional)

MAINTENANCE OF PROGRESS GOAL

The metrics and actions are implemented to ensure that the progress made within Parent Involvement and Family and Priority 3 Pupil Engagement Priority 5 are maintained over the upcoming three years. These areas will be evaluated on a regular basis to ensure maintenance of progress. Metrics and actions will be reevaluated as necessary.

LCAP Goal 4

Social-Emotional Goal

FOCUS GOAL

Increase the implementation of a positive climate framework to increase student wellbeing, student academic achievement and decrease chronic absenteeism, discipline referrals, and suspensions/expulsions.

LCAP Goal 5

ELA/ELD, Mathematics, and Suspension

FOCUS GOAL

Based on CUSD's identification for differentiated assistance, engage in the development of a local system to conduct a root cause analysis to ensure we improve the academic performance of ELA/ELD and mathematics and decrease the suspension rate of all students, with a particular focus on Hispanic/Latinx, English Learners, and Socio-Economically Disadvantaged students.

2021 LCAP Mid Year Report

The metrics for each LCAP goal are disclosed in the attached 2021 LCAP Mid-Year Report.

Closing

The continuing impact of the COVID-19 Pandemic, along with the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impact of distance learning, has presented many challenges during the first half of the school year.

Despite these challenges, the Cabrillo Unified School District is committed to implementing the LCAP goals and to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our staff, the support of our parents, our community partners, and most importantly the **resilience** of our students.

Questions?

Thank you!

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cabrillo Unified School District	Sean McPhetridge Superintendent	mcphetridges@cabrillo.k12.ca.us 1(650) 712-7100

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

At Cabrillo Unified School District (CUSD), we have set up amazing educational partner committees to support the input of various initiatives. This group is comprised of site parent leaders, parent leaders of children learning English, classified union leaders and staff, certificated union leaders and staff, and site/district administrators. We have set up the following meetings to obtain input from this group and other pertinent stakeholder groups including, Homeless/Foster Youth/Migrant/Incarcerated youth/Underserved Students/Civil Rights Groups/ Tribes/ Advocates:

In addition, we have obtain input from our leadership teams and the public at large at the following meetings below:

Wednesday, July 21, 2021
Executive Leadership Meeting

12:00-2:00 pm

August 3, 2021
Leadership Meeting
10:30-12:30 pm

August 12, 2021
CUSD Governing Board Meeting | ESSR Public Hearing
6:00 pm

August 12, 2021
OSSC Meeting
3:30-4:30 pm

September 15, 2021
OSSC Meeting
3:30-4:30 pm

October 20, 2021
OSSC Meeting
3:30-4:30 pm

December 15, 2021
OSSC Meeting
3:30-4:30 pm

The Cabrillo Unified School District engaged in meaningful consultation with families under the categories of Homeless/Foster Youth/Migrant/Incarcerated youth/Underserved Students/Civil Rights Groups/ Tribes/ Advocates) on August 12 2021. This included a public hearing on August 12, 2022 and meetings through our Opening of Schools Steering (OSSC) Committee meeting. Our OSSC and leadership teams returned to their sites to obtain the desired input from all site based committee.

After multiple attempts to engage, the Cabrillo Unified School District evaluated its stakeholder engagement opportunities and determined that limited groups including Civil Rights Groups (ALAS), Migrant Families, English Learner Families, and Homeless families were present and Tribes/Advocates were not present in the LEA stakeholder meetings held.

We will continue to engage our educational partners on the progress of our 2021-2022 Local and Accountability Plan (LCAP) along with the use of the Budget Act of 2021 funds that were not included in our 2021-2022 LCAP at the following meetings (tentatively scheduled):

Wednesday | February 9, 2022

District English Learner Advisory Committee | DELAC
(Spanish)
6:30 - 8:00 pm

Wednesday | February 16, 2022
Organization Supporting Schools of Cabrillo | OSSC
(English & Spanish)
3:30 - 4:30 pm

Thursday | February 17, 2022
Cabrillo Unified Teachers' Association | CUTA
Certificated Teachers Union
(English)

Wednesday | March 2, 2022
Parent Teacher Organization | PTO
(English)

Wednesday | March 2, 2022
CUSD Educational Partner Meeting
(English & Spanish)

Wednesday | March 8, 2022
California School Employees Association | CSEA
Classified Union
(English)

The educational partner engagement will consist of a remote meeting and a virtual presentation of the status of our current LCAP goals along with the goals of funding resources that were not included in the LCAP such as funding through the Budget Act of 2021 not limited to ESSER I, II, III Funds, Educator Effectiveness Grant, In-Person Instruction, Expanded Learning Opportunities Fund, and other state and local funds.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Not applicable for Cabrillo Unified School District because we do not receive concentration funds.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

ESSER III EXPENDITURE PLAN ENGAGEMENT SUMMARY

For our ESSER III Expenditure Plan, we set up an amazing group of stakeholders to support the input of various initiatives. This group is comprised of site parent leaders, parent leaders of children learning English, classified union leaders and staff, certificated union leaders and staff, and site/district administrators. We set up the following meetings to obtain input from this group and other pertinent stakeholder groups:

Tuesday, February 9, 2021
DELAC
6:00-7:30 pm

Thursday, May 27, 2021
OSSC Stakeholder Meeting
3:30-5:00 pm

Wednesday, July 14, 2021
OSSC Stakeholder Meeting
12:00-1:30 pm

In addition, we obtained input from our leadership teams and the public at large at the following meetings, including a public hearing:

Wednesday, July 21, 2021
Executive Leadership Meeting
12:00-2:00 pm

August 3, 2021
Leadership Meeting
10:30-12:30 pm

August 12, 2021
CUSD Governing Board Meeting | ESSR Public Hearing
6:00 pm

The Cabrillo Unified School District engaged in meaningful consultation with families under the categories of Homeless/Foster Youth/Migrant/Incarcerated youth/Underserved Students/Civil Rights Groups/ Tribes/ Advocates) on Feb 9, May 27, July 14, 2021 and

August 12 2021. This included a public hearing on August 12, 2022 and meetings through our Opening of Schools Steering (OSSC) Committee meeting. Our OSSC and leadership teams returned to their sites to obtain the desired input from all site based committee. After multiple attempts to engage, the Cabrillo Unified School District evaluated its stakeholder engagement opportunities and determined that limited groups including Civil Rights Groups (ALAS), Migrant Families, English Learner Families, and Homeless families were present and Tribes/Advocates were not present in the LEA stakeholder meetings held.

EDUCATOR EFFECTIVENESS BLOCK GRANT ENGAGEMENT SUMMARY
For our Educator Effectiveness Gran Plan, we obtained input from our Classified, Certificated, and Administrative educational partners through virtual meetings and an online survey. We also held a public hearing during our November 18th governing board meeting to obtain input for our stakeholders at large. Our governing board meeting approved our Educator Effectiveness Block Grant on December 14, 2021.

CARES ACT
To ensure our students and staff remained in person in a COVID19 safer environment, we utilized our CARES funding to continue the purchase of Personnel Protective Equipment (PPE), including and not limited to medical grade masks, antibacterial sanitizers, air purifiers, gloves, mocks, and antibacterial wipes. In addition, due to our sever shortage of staff and substitute teaches due to COVID19 related illnesses, CARES funding was also utilized for additional staffing and hiring of long-term substitutes. COVID19 student absences has also called for the need of additional online asynchronous and synchronous academic programs to ensure our students continue to support their CORE learning both at-home and in the classroom.

ESSER III
Due to COVID19 and after our students returned from hybrid learning, many of our students have experienced different levels of academic and social learning loss. Our ESSER III funds have been used to support the following services:
*Intervention Services & Summer School & Expanded Learning Program
*Social Emotional Learning Supports
*Expanded Learning Program
*COVID 19 Classroom Readiness - HVAC Ventilation Systems

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Cabrillo Unified School District (CUSD) has implemented the American Rescue Plan Act and federal Elementary and Secondary Emergency Relief plan directly linking the goals of these plans to the goals of our Local Control Accountability Plan (LCAP), Strategies for Continuous and Safe In-Person Learning.

INTERVENTION SERVICES
After-school intervention services and training/professional Development
Interventions programs & summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements.

MTSS| SOCIAL EMOTIONAL LEARNING and PBIS
Further develop areas of support for the Social-Emotional Development of our students
*Classroom workshops for students (mindfulness, relational aggression, empowerment groups etc)
*Teacher/staff climate consultation
*Teacher wellness groups
*Teacher wellness PD for administrators
*COST Meetings
*SST framework and handbook (CCEIS)
*SST coaching and PD (CCEIS)
*Wellness Fairs
*Family engagement seminars
*PBIS PD - Framework implementation T1, T2 and T3
*PSW framework implemented (T3) (CCEIS)

ADDRESSING THE LOSS OF INSTRUCTIONAL TIME
Interventions programs & summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements.

USE OF REMAINING FUNDS
Upgrade to HVAC ventilation systems

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

Cabrillo Unified School District's state, local and federal funds for the 2021-22 school year totaled $39 million. This total included $???? million dollars in federal relief funds from the federal American Rescue Plan Act of 2021 and the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan. Through December 2021, approximately 50% of the total funds allocated for this school year have been spent on specific actions related to the district goals of 1) student academic growth and proficiency, 2) student and family engagement, and 3) safe and exceptional learning environments.

The Educator Effectiveness Block Grant Plan (adopted 12/14/2021) and the ESSER III Expenditure Plan (adopted 10/14/2021) and the Safe Return to In-Person Instruction and Continuity of Services Plan have aligned and enhanced the goals and actions as well as supported and supplemented the offerings in the LCAP in the following ways:

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER III)

Cabrillo Unified School District (CUSD) has implemented the American Rescue Plan Act and federal Elementary and Secondary Emergency Relief plan directly linking the goals of these plans to the goals of our Local Control Accountability Plan (LCAP), Strategies for Continuous and Safe In-Person Learning.

INTERVENTION SERVICES
*After-school intervention services and training/professional Development
*Interventions programs & summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements.

Our Interventions services as described in our ESSER III plan is directly aligned to our LCAP Goal 5, "Focus on Improving ELA/ELD & Math", including increase intervention services and after school enrichment opportunities for our at-promise students.

MTSS| SOCIAL EMOTIONAL LEARNING and PBIS
Further develop areas of support for the Social-Emotional Development of our students
*Classroom workshops for students (mindfulness, relational aggression, empowerment groups etc)
*Teacher/staff climate consultation
*Teacher wellness groups
*Teacher wellness PD for administrators
*COST Meetings
*SST framework and handbook (CCEIS)
*SST coaching and PD (CCEIS)
*Wellness Fairs
*Family engagement seminars
*PBIS PD - Framework implementation T1, T2 and T3
*PSW framework implemented (T3) (CCEIS)

Our MTSS Goals are directly aligned to LCAP Goal 4, "Social Emotional Supports", particularly our actions around increased counseling services.

ADDRESSING THE LOSS OF INSTRUCTIONAL TIME
Interventions programs & summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements. This ESSER Goal continues to directly align to our LCAP Goal 5, "Focus on Improving ELA/ELD & Math", including increase intervention services and after school enrichment opportunities for our at-promise students.

USE OF REMAINING FUNDS
Upgrade to HVAC ventilation systems. In order to support the safety and well-being of our students and staff, this ESSER goal is aligned to our LCAP Goal 4 Social-Emotional supports that encourage a safe environment.

EDUCATOR EFFECTIVENESS BLOCK GRANT

*Content Area Professional Development - Providing our teachers with content area professional development strengthens the academic program for students.
*Coaching and mentoring staff through 1 to 1 mentors - This service will provide a supports for our staff new to the field of education.
*ELA/ELD supports including ELD specialists, ELD professional development, and a district wide adoption of an ELA/ELD curriculum. This action is in direct alignment to our LCAP Goal 2 (Support for our At-Promise Students) which is a
Strategies to Support Social Emotional Learning - This is in alignment with and supports our Safe Return to In-Person Instruction and Continuity of Services by addressing the students' social, emotional, and mental health needs. It also aligns and supports LCAP Goal 3 (Learning Environments).

Our professional development plan is in direct alignment to LCAP Goal 1 (Maximize Student Outcomes) with a direct alignment to actions 3 and 4, increased professional development to serve all students and at promise students.

Specific plan details can be found on our website utilizing the link below:

LOCAL CONTROL ACCOUNTABILITY PLAN
https://www.cabrillo.k12.ca.us/about_us/lcap_budget_plan

EDUCATOR EFFECTIVENESS BLOCK GRANT
https://www.cabrillo.k12.ca.us/our_departments/curriculum_instruction/grants

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUNDING (ESSER III)
https://www.cabrillo.k12.ca.us/our_departments/curriculum_instruction/grants

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: "*A description of how and when the LEA engaged, or plans to engage, its* educational partners *on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).*"

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: "*A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.*"

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: "*A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.*"

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (https://www.cde.ca.gov/fg/cr/relieffunds.asp) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (https://www.cde.ca.gov/fg/cr/) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: "A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation."

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

2021-22 Local Control Accountability Plan (LCAP)
Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cabrillo Unified School District	Sean McPhetridge Superintendent	mcphetridges@cabrillo.k12.ca.us (650) 240-3146

Goal 1

Student Achievement (Academic & Social-Emotional)
BROAD GOAL

The metrics and actions within this goal will ensure we maintain high-quality staff, define a district-wide implementation of academic content and performance standards, provide opportunities for all students to access courses, and we support the social-emotional needs of our students and families. These areas will be evaluated on a regular basis to ensure maintenance of progress and metrics and actions will be reevaluated as necessary to determine if there is a need to evaluate a priority to a broad or focus goal.

LCAP Priorities:

Priority 1: Appropriate teacher assignment, sufficient instructional materials, and facilities in good repair
Priority 2: Implementation of academic content and performance standards adopted by SBE
Priority 7: Course Access
Priority 8: Other Pupil Outcomes

Rationale

The metrics described below were selected to ensure that the progress that we have made in these priority areas will be evaluated on a regular basis and that legal obligations are being met. The accompanying actions have been selected because they have proven to be effective in maintaining outcomes within these areas, and reflect input from students, teachers, staff, site administrators, and school site councils.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
2	% of students proficient in English Language Arts - Lexia Assessment (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: Lexia Local Data 2020-2021	ALL STUDENTS 3rd - 56% 4th - 50% 5th - 54% 6th - 62% 7th - 65% 8th - 74% 11th - 87% ENGLISH ONLY 3rd - 51% 4th - 49% 5th - 50% 6th - 57% 7th - 65% 8th - 74% 11th - 87% ENGLISH LEARNERS 3rd - 6% 4th - 2% 5th - 24% 6th - 41% 7th - 0% 8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 4% 4th 1% 5th - 14% 6th - 10%	Due to assessment using English Language Arts - Lexia Assessment are currently in progress, this data is currently not available. We will publish this data during the June 2022 LCAP presentation to the board. (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: Lexia Local Data 2021-2022	ALL STUDENTS 3rd - 66% 4th - 60% 5th - 64% 6th - 72% 7th - 75% 8th - 84% 11th - 97% ENGLISH ONLY 3rd - 61% 4th - 59% 5th - 60% 6th - 67% 7th - 75% 8th - 84% 11th - 97% ENGLISH LEARNERS 3rd - 16% 4th - 12% 5th - 34% 6th - 51% 7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 14% 4th 11% 5th - 24%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		7th - 4% 8th - 1% 11th - 4% WHITE 3rd - 19% 4th - 17% 5th - 11% 6th - 25% 7th - 25% 8th - 36% 11th - 33% HISPANIC LATINO 3rd - 6% 4th - 4% 5th - 4% 6th - 6% 7th - 12% 8th - 7% 9th - 25% SOCIOECONOMICALLY DISADVANTAGED 3rd - 23% 4th - 8% 5th - 10% 6th - 24% 7th - 24% 8th - 15% 11th - 50%		6th - 20% 7th - 14% 8th - 11% 11th - 14% WHITE 3rd - 29% 4th - 27% 5th - 21% 6th - 35% 7th - 35% 8th - 46% 11th - 43% HISPANIC LATINO 3rd - 16% 4th - 14% 5th - 14% 6th - 16% 7th - 22% 8th - 17% 9th - 35% SOCIOECONOMICALLY DISADVANTAGED 3rd - 43% 4th - 18% 5th - 20% 6th - 34% 7th - 34% 8th - 25% 11th - 60%
	% of students proficient in English Language Arts - 3rd - 5th (Local Math Benchmark)	ALL STUDENTS 3rd - 74% 4th - 64% 5th - 72%	Due to assessment using English Language Arts - Lexia Assessment are currently in progress, this data is currently	ALL STUDENTS 3rd - 84% 4th - 74% 5th - 82%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Source: CUSD Local Data 2020-2021	6th - 38% 7th - 43% 8th - 71% 11th - 57% ENGLISH ONLY 3rd - 54% 4th - 51% 5th - 49% 6th - 28% 7th - 40% 8th - 64% 11th - 76% ENGLISH LEARNERS 3rd - 8% 4th - 1% 5th - 11% 6th - 3% 7th - 0% 8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 0% 4th - 0% 5th - 0% 6th - 0% 7th - 0% 8th - 0% 11th - 1% WHITE 3rd - 41% 4th - 38% 5th - 41% 6th - 22% 7th - 30%	not available. We will publish this data during the June 2022 LCAP presentation to the board. (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: Lexia Local Data 2021-2022	6th - 48% 7th - 53% 8th - 81% 11th - 67% ENGLISH ONLY 3rd - 64% 4th - 61% 5th - 59% 6th - 38% 7th - 50% 8th - 74% 11th - 86% ENGLISH LEARNERS 3rd - 18% 4th - 11% 5th - 11% 6th - 13% 7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 10% 4th - 10% 5th - 10% 6th - 10% 7th - 10% 8th - 10% 11th - 11% WHITE 3rd - 51% 4th - 48% 5th - 51% 6th - 32% 7th - 40%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		8th - 57% 11th - 40% HISPANIC-LATINO 3rd - 28% 4th - 21% 5th - 21% 6th - 12% 7th - 9% 8th - 8% 9th - 70% SOCIOECONOMICALLY DISADVANTAGED 3rd - 12% 4th - 27% 5th - 14% 6th - 52% 7th - 6% 8th - 6% 11th - 14%		8th - 67% 11th - 50% HISPANIC-LATINO 3rd - 38% 4th - 31% 5th - 31% 6th - 22% 7th - 19% 8th - 18% 9th - 80% SOCIOECONOMICALLY DISADVANTAGED 3rd - 22% 4th - 37% 5th - 24% 6th - 62% 7th - 16% 8th - 16% 11th - 24%
	Maintain Highly Qualified Staff Source: CUSD Local Data 2020-2021	100% Highly Qualified Staff	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	Maintain 100% Highly Qualified Staff
	Support for new CUSD Teachers: Teacher Induction Program Source: CUSD Local Data 2020-2021	100% New Teachers participate in the Teacher Induction Program	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	Maintain 100% participation of new teacher enrollment in the Teacher Induction Program
	Staff Professional Development Source: CUSD Local Data 2020-2021	CUSD Certificated Staff participate in 6 professional development opportunities	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	CUSD Certificated Staff participate in 10 professional development opportunities

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	% of Student Proficiency in Science Source: CAASPP 2018-2019	30 % Proficient or Above in the California Science Test (CAST) Source: CAASPP 2018-19	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	40% Proficient or Above in the California Science Test (CAST)
	Science Professional Development Source: CUSD Local Data 2020-2021	8 Yearly Science Collaboration Meetings	4 Yearly Science Collaboration Meetings	Maintain 8 Yearly Science Collaboration Meetings
	AVID Program Student Applications into post-secondary schools Source: CUSD Local Data 2020-2021	35% of AVID students enrolled into post-secondary schools	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	80% of AVID students enroll into post-secondary schools
	Career Technical Education Pathways Source: CUSD Local Data 2020-2021	3 CTE Pathways (agriculture, construction, and broadcasting)	2 complete CTE Pathways in Agriculture and Buildings/Construction/Trade. Currently have growing pathways in Computer Science.	4 CTE Pathways (agriculture, construction, computer science, and broadcasting)
	Credit Recovery Source: CUSD Local Data 2020-2021	1 Credit Recovery Professional Development for Teachers	1 Credit Recovery Professional	3 Credit Recovery Professional Development for Teachers
	Early College Access Source: CUSD Local Data 2020-2021	0 Early College Access Courses or Dual-Enrollment Course	3 section of PreCalculus and 1 section of Statistics	3 Early College Access Courses or Dual-Enrollment Course
	Special Education Supports	6 Special Education Professional Development Opportunities for Staff	3 Special Education Professional Development Opportunities for Staff	10 Special Education Professional Development Opportunities for Staff

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Source: CUSD Local Data 2020-2021			
	Retention of Highly Qualified Staff Source: CUSD Local Data 2020-2021	85% Highly Qualified Staff Retention	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	**Highly Qualified Staff** Instruction from appropriately qualified and certificated teachers and classified staff. Retention of highly qualified district and school site administration. Ensure that salaries are competitive with neighboring districts to attract and retain certificated staff and ensure assignments are appropriate to certification.	3 years	No	LCFF $19,780,991		$19,780,991.00	$9,890,000.00
1.2	**New Teacher Induction Program** New teachers will receive support through the New Teacher Induction program.	3 years	No		LCFF $3,000 Federal $65,000	$68,000.00	$68,000.00
1.3	**Increased Professional Development (All Students)** Professional development will be provided to faculty:	3 years	Yes		LCFF $20,000	$20,000.00	$11,995.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	*Multi-Tiered System of Support *Social-Emotional Learning *Cultural Proficiency *Comprehension Across Content Areas Universal Design for Learning *Mathematics Professional Development (TK-12) *English Language Arts / ELD Standards and instructional strategies *VAPA Professional Development *K-12 Science teachers K-12 focused on Next Generation Science Standards *Integration of technology into the curriculum *Gathering and analyzing student performance data, including formative and summative assessment.						
1.4	**Increased Professional Development (At-Promise Students)** Professional development will be provided to faculty: *Multi-Tiered System of Support *Social-Emotional Learning *Cultural Proficiency *Comprehension Across Content Areas Universal Design for Learning *Mathematics Professional Development (TK-12) *English Language Arts / ELD Standards and instructional strategies	3 years	Yes	LCFF $5,000 Other State $10,000		$15,000.00	0

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	*VAPA Professional Development *K-12 Science teachers K-12 focused on Next Generation Science Standards *Integration of technology into the curriculum *Gathering and analyzing student performance data, including formative and summative assessment.						
1.5	**NGSS Instruction - Elementary** Maintain Fifth Grade District Science teacher.	1 year	No	LCFF $13,000 Local $103,000		$116,000.00	$58,000
1.6	**NGSS Support** Provide cross-district collaboration time for Next Generation Science Standards.	1 year	No	LCFF $5,000 Local $10,000		$15,000.00	$15,000
1.7	**AVID Program** Provide our AVID Program in grades 6th-12th for the purpose of developing a pipeline to support college readiness (AVID Sections, AVID Professional Development, AVID Tutoring)	3 years	Yes	LCFF $150,000		$150,000.00	$75,000
1.8	**Career Technical Education Program** Continue developing CTE pathways in agriculture,	3 years	No		LCFF $109,000	$109,000.00	$54,500

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	construction, and broadcasting.						
1.9	**Credit Recovery** Provide technology-enhanced Credit Recovery and A-G course requirements.	3 years	Yes	LCFF $40,000	LCFF $35,000	$75,000.00	$37,500
1.10	**Early College Access (At-Promise Students)** Continue with Early College course development.	3 years	Yes		LCFF $10,000	$10,000.00	$5,000
1.11	**Special Education Services** Students with disabilities who receive Special Education services will be taught by highly qualified teachers, in the Least Restrictive Environment, using the grade-level curriculum with appropriate accommodations according to their Individualized Education Programs (IEPs). *Students with IEPs will have academic goals aligned with state standards *Students' IEPs will be reviewed no less than annually, with goals and services updated as reflected by revised IEPs. Baselines will be quantifiable and goals will	3 years	No		Other State $2,766,476	$2,766,476.00	$1,383,000

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	be aligned with the Common Core standards. *General Education teachers and Education Specialists will collaborate to plan and develop instructional strategies in order to meet the needs of diverse learners, including students with IEPs, within the Least Restrictive Environment. *General Education teachers and Education Specialists will participate in professional learning together to develop the capacity to ensure students with IEPs have access to grade-level instructional curriculum, data-based decision making, standard aligned goals, and ongoing progress monitoring for students with IEPs. *Professional learning will be provided to teachers and paraprofessionals in co-teaching/collaborative instructional models and specialized instruction in order to provide access for students with IEPs to the curriculum in the General Education classroom. *Increase inclusive program options for students with disabilities with Autism Spectrum Disorder and mental health disabilities by developing a						

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	comprehensive continuum of services and supports to effectively serve students in the school district.						

Goal 2

At-Promise Students
BROAD GOAL

There shall be a particular focus on increasing academic achievement for our at-promise students, including English Learners, Special Education, Hispanic/Latinx students, and Socio-Economic Disadvantaged.

LCAP Priorities:
Priority 4: Pupil Achievement
Priority 5: Pupil Engagement

Rationale

Analysis of of state and local assessments, engagement tracking, survey data of students, parents, teachers, and staff to increase the performance of our at-promise groups of students. We will data collected as part of student academic monitoring.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Percent of students taking the SAT Source: CDE DataQuest 2019-2020	CUSD: 31%	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	CUSD: 61%
	Percent Completion of Students Meeting Graduation Requirement Source: CDE DataQuest 2019-2020	CUSD: 89.3% White: 92.8% Hispanic or Latino: 86.3%	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	CUSD: 95.3% White: 98.8% Hispanic or Latino: 96.3%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Graduates meetings UC/CSU Requirements Source: CDE DataQuest 2019-2020	CUSD: 36% White: 49% Hispanic or Latino: 24%	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	CUSD: 46% White: 59% Hispanic or Latino: 34%
	Percent of students who have passed an AP exam with score of 4 or higher Source: Dataquest 2019-2020	59% of seniors (171 out of 290)	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	69% of seniors with score of 4 or higher
	Percentage of AVID students who apply to post-secondary education Source: CUSD Local Reports 2020-2021	35% AVID students apply to post-secondary education	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	85% students will apply to post-secondary education
	English Language Arts district-wide aligned curriculum (Elementary) Source: CUSD Local Reports 2020-2021	0 alignment of English Language Arts district-wide curriculum (Elementary)	We are currently engaging in an Elementary ELA/ELD adoption. Our goal is to adopt an ELA/ELD district wide curriculum for implementation during the 2022-2022 school year.	Maintain English Language Arts district-wide aligned curriculum
	English Language Development district-wide aligned curriculum (Elementary) Source: CUSD Local Reports 2020-2021	0 alignment of English Language Development district-wide curriculum (Elementary)	We are currently engaging in an Elementary ELA/ELD adoption. Our goal is to adopt an ELA/ELD district wide curriculum for implementation during the 2022-2022 school year.	Maintain English Language Development district-wide curriculum
	District Wide benchmark assessments (English Language Arts, English	1 District-wide English Language Arts Assessment (Elementary & Secondary)	1 District-wide English Language Arts Assessment (Elementary & Secondary)	Maintain the following district-wide benchmarks:

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Language Development, and Mathematics) Source: CUSD Local Reports 2020-2021	1 District-wide English Language Development Assessment (Secondary) 0 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Secondary) 0 District-wide Mathematics Assessment (Elementary)	1 District-wide English Language Development Assessment (Secondary) 0 District-wide English Language Development Assessment (Elementary) (We are currently engaging in an Elementary ELA/ELD adoption. Our goal is to adopt an ELA/ELD district wide curriculum for implementation during the 2022-2022 school year.) 1 District-wide Mathematics Assessment (Secondary) 1 District-wide Mathematics Assessment (Elementary)	1 District-wide English Language Arts Assessment (Elementary & Secondary) 1 District-wide English Language Development Assessment (Secondary) 1 District-wide Mathematics Assessment (Secondary) Adopt the following district-wide benchmarks: 1 District-wide English Language Development Assessment (Elementary) 1 District-wide Mathematics Assessment (Elementary)
	Universal TK-2 Literacy Screener Source: CUSD Local Reports 2020-2021	0 District Wide Grade Level Data Meetings	0 District Wide Grade Level Data Meetings	3 District Wide Grade Level Data Meetings
	Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative Source: CAASPP 2018-2019	16.4% Proficient	13.51% Proficient	26.4% Proficient
	Dual Immersion Language Preschool	0 Dual Immersion Language Preschools	0 Dual Immersion Language Preschools	Maintain 1 Dual Immersion Language Preschool

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Source: CUSD Local Reports 2020-2021			
	Big Lift (Early Literacy Initiative) Collaborative Source: Big Lift Collaborative Meeting Calendar 2020-2021	9 Big Lift Collaborative Meetings	4 Big Lift Collaborative Meetings	Maintain 9 Big Lift Collaborative Meetings
	Technology Enhanced Curriculum Source: CUSD Local Reports 2020-2021	4 Technology Enhanced Curriculum to support Literacy	4 Technology Enhanced Curriculum to support Literacy	Maintain 4 Technology Enhanced Curriculum to support Literacy
	Dyslexia Professional Development to Staff Source: CUSD Local Reports 2020-2021	1 District wide Dyslexia Professional Development	0 District wide Dyslexia Professional Development.	Provide 3 Dyslexia Professional Development
	Districtwide Student Attendance Source: Infinite Campus (CUSD Student Information System) 2020-2021	95% Districtwide Attendance	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	Increase Districtwide attendance by 3%

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	**English Language Arts district-wide aligned curriculum** English Language Arts district-wide aligned curriculum and instructional materials.	1 year	No		LCFF $300,000	$300,000.00	$150,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.2	**English Language Development district-wide aligned curriculum** English Language Development aligned curriculum and instructional materials.	1 year	Yes		LCFF $60,000	$60,000.00	$30,000.00
2.3	**MTSS Implementation: District Wide formative and summative assessments** Assessment with district adopted formative reading, writing, and mathematics assessment to be administered three times a year. Frequent formative assessments will be given and results will be analyzed to determine instructional strategies for student learning and interventions, as needed.	3 years	No		LCFF $100,000	$100,000.00	$48,210.00
2.4	**Universal TK-2 Literacy Screener** District will universally screen TK-2 students at least two times per year for identification of at-risk literacy factors for early intervention	3 years	Yes		LCFF $50,000	$50,000.00	$25,000.00
2.5	**Grades TK-3 reduced ratio of 24-to-1** Continuing class sizes in Grades TK-3 at a reduced ratio of 24-to-1 as opposed to the district norm of 34-to-1 allowing for intensive	3 years	No	LCFF $4,500,000		$4,500,000.00	$2,250,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	small group instruction in English Language Development and literacy.						
2.6	**Spanish Courses** Spanish classes offered in Intermediate and High School to enhance language acquisition and literacy for English Language Learners.	3 years	No	LCFF $500,000		$500,000.00	$250,000.00
2.7	**Dual Immersion Preschool** Provide dual language preschool for eligible Migrant and at-risk students.	3 years	No	LCFF $200,000		$200,000.00	$0.00
2.8	**Big Lift (Early Literacy Initiative) Collaborative** Facilitate Big Lift Collaborative to continue to align Preschool through Grade 3 literacy, improve family engagement strategies, and develop community partnerships.	3 years	Yes	LCFF $3,000 Federal $7,000		$10,000.00	$5,000.00
2.9	**English Language Development Interventions & Curriculum** English Language Development Interventions & Curriculum Supports	3 years	Yes	LCFF $110,000		$110,000.00	$55,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.10	**Technology Enhanced Curriculum** Technology-enhanced reading intervention curriculum will be available to students from Transitional Kindergarten through High School.	3 years	Yes		LCFF $33,221	$33,221.00	$15,000.00
2.11	**Dyslexia Intervention and Common Core Aligned Materials** Intervention and Common Core-aligned materials will be provided to support students with dyslexia.	3 years	No		LCFF $15,000	$15,000.00	$24,740.00
2.12	**English Language Development Secondary Sections** Cunha and Half Moon Bay High School will have dedicated sections of English Language Development	3 years	Yes	LCFF $100,000		$100,000.00	$50,000.00
2.13	**English Language Development Specialists** English Language Development Specialists to support English Learners	3 years	Yes	LCFF $200,000		$200,000.00	$100,000.00

Goal 3

Student & Parent Engagement (Academic & Social-Emotional)
MAINTENANCE OF PROGRESS GOAL

The metrics and actions below will be implemented to ensure that the progress made within Parent Involvement and Family and Priority 3 Pupil Engagement Priority 5 will be maintained over the coming three years. These areas will be evaluated on a regular basis to ensure maintenance of progress and metrics and actions will be reevaluated as necessary to determine if there is a need to evaluate a priority to a broad or focus goal.

LCFF Priorities:

Priority 3: Parental Involvement and Family Engagement

Rationale

Parent Involvement and Family Engagement are a priority in our district. The metrics described below were selected to ensure that the progress that we have made in these priority areas will be evaluated on a regular basis and that legal obligations are being met. The accompanying actions have been selected because they have proven to be effective in maintaining outcomes within these areas, and reflect input from students, teachers, staff, site administrators, DELACs, and school site councils.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Panorama Survey Results Source: 2020-2021 Panorama Survey	Results will be entered for baseline in May/June 2021	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	Increase 10% from baseline
	Parent Participation Source: 2020-2021 Panorama Survey	Results will be entered for baseline in May/June 2021	11.5% - 441/3819	Increase 10% from baseline
	Student Engagement through Summer School Interventions Source: Summer School Attendance Data 2020-2021	Results will be entered for baseline after final enrollment is calculated after summer 2021. At this time it is an estimated 425 students.	A total of 535 students participated in summer school exceeding our initial estimate of attendance.	Serve 550 students in need of academic and/or social interventions
	Student after-school/before school Interventions and Tutoring Source: Intervention Attendance Data 2020-2021	200 students served through small group or 1 to 1 after-school/before school interventions to selected at-promise students	67 students served in small group or 1 to 1 after-school/before school interventions	Serve a total of 600 students through small group or 1 to 1 after-school/before school interventions to selected at-promise students

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Community & Parent Engagement Committees Source: Parent Participation will be tracked during the 2021-2022 school year and will be used as a benchmark	Community Meetings through specific roundtable input from *Latino/x Roundtable *LGBTQ Roundtable *PTO Alliance *Secondary Health and Wellness Committees *SEL Parent Meetings	We continue to maintain our community Meetings through specific roundtable input from *Latino/x Roundtable *LGBTQ Roundtable *PTO Alliance *Secondary Health and Wellness Committees *SEL Parent Meetings	Maintain and grow participation by 15% in our Community Roundtables *Latino/x Roundtable *LGBTQ Roundtable *PTO Alliance *Secondary Health and Wellness Committees *SEL Parent Meetings
	Family & Student Case Management Source: 2020-2021 Migrant Education Case Management Meeting Logs	100% of Migrant Education Students have 1 to 1 Student Case Management	100% of Migrant Education Students have 1 to 1 Student Case Management	Maintain 100% of Migrant Education Students with 1 to 1 Student Case Management Utilize the Migrant Education Case Management System with our English Learner Students utilizing components of our COST meetings

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	**Summer School Interventions** Summer intervention programs for target students to support elementary, middle, credit recovery, and A-G course requirements.	3 years	Yes	LCFF $200,000		$200,000.00	$0.00
3.2	**Interventions and Tutoring** Interventions and Tutoring (After school, before school, and	3 years	Yes	LCFF $150,000		$150,000.00	$75,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Saturdays/extended breaks)						
3.3	**Community & Parent Engagement Committees** Latinx Roundtable, LGBTQ Roundtable, Secondary Health and Wellness Committees, PTO Alliance, SEL Parent Meetings		No		LCFF $20,000	$20,000.00	$9,505.00
3.4	**Family & Student Case Management** Family & student case management to support families with local resources and "connecting a system of resources" for our families with our district and our local community.		Yes		LCFF $5,000	$5,000.00	$2,500.00

Goal 4

Social-Emotional Goal
FOCUS GOAL

Increase the implementation of a positive climate framework to increase student wellbeing, student academic achievement and decrease chronic absenteeism, discipline referrals, and suspensions/expulsions.

LCAP Priorities:

Priority 6: School Climate

Rationale

Analysis of different domains of referral data, survey data of students, parents, and teachers to measure social emotional well-being and mental health. We will use engagement tracking, behavioral data, survey data of students, parents, teachers, and staff and data collected as part of wellness checks as metrics to monitor the social emotional well-being and mental health of students and staff are supported and to ensure the number of students and staff in need of Tier 2 and Tier 3 supports are decreasing.

Expected Annual Measurable Objectives for Goal 4

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Counseling Supports for Families Source: CUSD local data 2020-2021	6 Family Engagement SEL Nights	3 Family Engagement SEL Nights	9 Family Engagement SEL Nights
	Site Parent Engagement Events Source: CUSD local data 2020-2021	2 Site Parent Engagement Events	1 Site Parent Engagement Events	5 Site Parent Engagement Events
	Site Community Liaison Trainings Source: CUSD local data 2020-2021	4 Community Liaison Trainings	3 Community Liaison Trainings	10 Community Liaison Trainings
	Translations Services Source: CUSD local data 2020-2021	0 trainings on best practices for translation and interpretation at the site	1 trainings on best practices for translation and interpretation at the site	3 trainings to site staff & community liaisons regarding tools and practices for translation and interpretation
	Improved Facilities Source: FIT Report 2021-2022	FIT Report 2 sites with a rating of overall Good or above	FIT Report 2 sites with a rating of overall Good or above	FIT Report 4 sites with a rating of Good or above

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
4.1	**Counseling Supports** Increased Counseling supports for students and their families to support at-promise students in both		Yes	LCFF $70,000		$70,000.00	$35,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	SEL and academic supports.						
4.2	**Family Engagement Supports** Increased Family Engagement Supports *English Learner Family Engagement outreach *Title I Site Community Liaison *District Community Liaison *Sites will implement at least 4 parent engagement events to discuss tailored to site-identified parent needs. *Implementing District-wide protocols and procedures to communicate with families in a timely manner regarding student progress, ways to support student learning at home, and critical information about the school. *Provide training for liaisons to improve targeted outreach to families to increase parent engagement and to improve interpretation and translation skills, especially for meetings with specific education-related vocabulary.		Yes	LCFF $125,000	LCFF $25,000	$150,000.00	$75,000.00
4.3	**Translation Services**		Yes	LCFF $75,000		$75,000.00	$35,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Provide oral interpretation and written translation services.						
4.4	**Improved School Facilities** School facilities are maintained and in good repair.	3 years	No		LCFF $3,467,014	$3,467,014.00	$1,750,000.00
4.5	**Secondary Counseling Services** Provide academic counseling to high school students to ensure completion of graduation requirements for at-risk students. Provide credit recovery curriculum to at-risk students. On-going mandatory student/parent conferences with site administration for at-risk students and families transitioning from elementary to middle school (5-6) and middle school to high school (8-9).		Yes	LCFF $259,000		$259,000.00	$130,000.00
4.6	**Multi Tiered Systems of Supports** Further develop areas of support for the Social-Emotional Development of our students *Classroom workshops for students (mindfulness, relational aggression, empowerment groups etc) *Teacher/staff climate consultation	3 years	No	LCFF $25,000	LCFF $50,000	$75,000.00	$37,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	*Teacher wellness groups *Teacher wellness PD for administrators *COST Meetings *SST framework and handbook (CCEIS) *SST coaching and PD (CCEIS) *Wellness Fairs *Family engagement seminars *PBIS PD - Framework implementation T1, T2 and T3 *PSW framework implemented (T3) (CCEIS)						

Goal 5

ELA/ELD, Mathematics, and Suspension
FOCUS GOAL

Based on CUSD's identification for differentiated assistance, we will engage in the development of a local system and engage in a root cause analysis to ensure we improve the academic performance of ELA/ELD and mathematics and decrease the suspension rate of all students, with a particular focus on Hispanic/Latinx, English Learners, and Socio-Economically Disadvantaged students.

LCAP Priorities

Priority 4: Pupil Achievement

Rationale

Analysis of of state and local assessments, engagement tracking, survey data of students, parents, teachers, and staff to increase the performance of our at-promise groups of students. We will data collected as part of student academic monitoring.

Expected Annual Measurable Objectives for Goal 5

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	% of students proficient in English Language Arts - Lexia Assessment (NOTE: This assessment was used in lieu of CAASPP due to COVID-19 Pandemic) Source: 2020-2021 Lexia Reporting System	ALL STUDENTS 3rd - 56% 4th - 50% 5th - 54% 6th - 62% 7th - 65% 8th - 74% 11th - 87% ENGLISH ONLY 3rd - 51% 4th - 49% 5th - 50% 6th - 57% 7th - 65% 8th - 74% 11th - 87% ENGLISH LEARNERS 3rd - 6%	This data is still being compiled. We will publish this data during the May/June 2022 LCAP presentation to the board.	ALL STUDENTS 3rd - 66% 4th - 60% 5th - 64% 6th - 72% 7th - 75% 8th - 84% 11th - 97% ENGLISH ONLY 3rd - 61% 4th - 59% 5th - 60% 6th - 67% 7th - 75% 8th - 84% 11th - 97% ENGLISH LEARNERS 3rd - 16%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		4th - 2% 5th - 24% 6th - 41% 7th - 0% 8th - 0% 9th - 0% SPECIAL EDUCATION 3rd - 4% 4th 1% 5th - 14% 6th - 10% 7th - 4% 8th - 1% 11th - 4% WHITE 3rd - 19% 4th - 17% 5th - 11% 6th - 25% 7th - 25% 8th - 36% 11th - 33% HISPANIC LATINO 3rd - 6% 4th - 4% 5th - 4% 6th - 6% 7th - 12% 8th - 7% 9th - 25% SOCIOECONOMICALLY DISADVANTAGED 3rd - 23% 4th - 8%		4th - 12% 5th - 34% 6th - 51% 7th - 10% 8th - 10% 9th - 10% SPECIAL EDUCATION 3rd - 14% 4th 11% 5th - 24% 6th - 20% 7th - 14% 8th - 11% 11th - 14% WHITE 3rd - 29% 4th - 27% 5th - 21% 6th - 35% 7th - 35% 8th - 46% 11th - 43% HISPANIC LATINO 3rd - 16% 4th - 14% 5th - 14% 6th - 16% 7th - 22% 8th - 17% 9th - 35% SOCIOECONOMICALLY DISADVANTAGED 3rd - 43% 4th - 18%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		5th - 10% 6th - 24% 7th - 24% 8th - 15% 11th - 50%		5th - 20% 6th - 34% 7th - 34% 8th - 25% 11th - 60%
	English Language Proficiency Assessment for California (ELPAC) Summative Results Source: 2018-2019 CAASPP	16.4% Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative	13.5% Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative	26.4% Percent of Students achieving Level 4 on the English Language Proficiency for California (ELPAC) Summative Source: CAASPP 2018-2019
	VAPA and STEM Services Source: 2020-2021 CUSD local data	1 District Wide VAPA & STEM After-school Enrichment Supports @ Middle School	1 District Wide VAPA & STEM After-school Enrichment Supports @ Elementary School	3 District Wide VAPA & STEM After-school Enrichment Supports @ Elementary, Middle, and High School

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
5.1	**Continue Implementation of our Multi Tiered Systems of Support (MTSS) to support our at-promise groups of students** Develop and implement a Tier 2 and Tier 3 Intervention model	3 years	Yes		LCFF $50,000	$50,000.00	$25,000.00
5.2	**Elementary Reading Intervention Teachers** Elementary students reading below grade level will receive targeted, small group, pull-out reading	3 years	Yes	LCFF $400,000		$400,000.00	$200,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	intervention instruction by certificated reading teachers. (4.6 Full-Time Equivalent)						
5.3	**Increased during school and after school enrichment services** Increased Enrichment Services for our at-promise students *Visual Arts and Performing Arts Specialists *Science Technology Engineering Art Mathematics Specialists	3 years	Yes		LCFF $150,000	$150,000.00	$75,000.00

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: February 10, 2022
TO: Members of Board of Education
FROM: Jason Owens, Coordinator of Student Services and Special Projects
CATEGORY: Action
ITEM TITLE: Approval of the 2022-2023 Student/Teacher Calendar

BACKGROUND INFORMATION

The Cabrillo Unified Teachers' Association (CUTA) in conjunction with the California School Employees Association (CSEA) have jointly negotiated the 2022-2023 Student/Teacher calendar. The associations leadership has ratified the enclosed calendar, and members are in the process of voting to approve the calendar.

REPORT/PROPOSAL

The enclosed calendar will be reviewed in detail during the board meeting highlighting agreed upon changes. Pending approval of the calendar, all staff, parents, and community members will be notified accordingly.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

Recommendation

Approve the 2022-2023 Student/Teacher Calendar.

CABRILLO UNIFIED SCHOOL DISTRICT

STUDENT/TEACHER CALENDAR

2022-2023

JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4 H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022 — 15 days						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8 SD	9 W	10 W	11 ★	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022 — 21 days						
S	M	T	W	T	F	S
				1	2	3
4	5 H	6	7	8	9	10
11	12	13	14	15	16 SD	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022 — 21 days						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14 SD	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022 — 16 days						
S	M	T	W	T	F	S
		1	2	3	4 ▲	5
6	7	8	9	10	11 H	12
13	14	15	16	17	18	19
20	21 X	22 X	23 X	24 H	25 H	26
27	28	29	30			

DECEMBER 2022 — 12 days						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16 ■	17
18	19 X	20 X	21 X	22 X	23 H	24
25	26 H	27 X	28 X	29 X	30 X	31

★ First Day for All Students ..... Aug. 11
★ Last Day for Students (Minimum Day)..... Jun. 1

Elementary Schools Trimesters:
▲ End of First Trimester (61 days)..... Nov. 4
▲ End of Second Trimester (61 days) ..... Mar. 3
★ End of Third Trimester (58 days)..... Jun. 6

Cunha Intermediate School:
■ End of First Quarter (46 days)..... Oct. 14
◆ End of Second Quarter (39 days) ..... Dec. 16
◆ End of Third Quarter (47 days) ..... Mar. 17
★ End of Fourth Quarter (48 days) ..... Jun. 6

Half Moon Bay High School / Pilarcitos High School:
■ End of First Quarter (46 days)..... Oct. 14
■ End of First Semester (39 days) ..... Dec. 16
■ End of Third Quarter (47 days) ..... Mar. 17
★ End of Second Semester (48 days)..... Jun. 6

Total Student Days ..... 180 days
Total Teacher Days..... 185 days

LEGAL HOLIDAYS: H (Actual) = Non-School Days

Labor Day ..... Sept. 5
Veterans Day ..... Nov. 11
Thanksgiving Day ..... Nov. 24
Day after Thanksgiving..... Nov. 25
Federal Holiday Observed ..... Dec. 26
New Year's Day Observed ..... Jan 2
Martin Luther King Day ..... Jan. 16
President Days (Observed)* ..... Feb. 20 & 24
Friday of Spring Vacation* ..... Apr. 7
Memorial Day ..... May 29
Juneteenth Day**.....June 19
Independence Day.....July 4

* Board Adopted Holidays
** Limited to employees who work that day

BOARD ADOPTED SCHOOL RECESSES/NON-SCHOOL DAYS: X = Non-School Days

Thanksgiving Recess..... Nov. 21 to Nov. 25
Winter Recess ..... Dec. 19 to Jan. 3
Presidents' Week ..... Feb. 20 to Feb. 24
Spring Recess ..... Apr. 3 to Apr. 7

PARENT CONFERENCEs

Elementary Schools:
Conferences - Minimum Days .....Sept. 26 to Sept. 30
Conferences -Minimum Days..... Mar. 6 to Mar. 10
Cunha Intermediate School:
Conferences - Minimum Days ..... Nov. 1 to Nov. 3

STAFF DEVELOPMENT: SD = Minimum Day for Students

Aug. 8 (Non-school for students)

Sept. 16	Oct. 14	Jan. 13
Feb. 10	Mar. 17	Apr. 21

TEACHER WORK DAYS: W = Non-School Days for Students

Aug. 9 & 10	Jan. 3	Jun. 2

JANUARY 2023 — 19 days						
S	M	T	W	T	F	S
1	2 H	3 W	4	5	6	7
8	9	10	11	12	13 SD	14
15	16H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023 — 15 days						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10 SD	11
12	13	14	15	16	17	18
19	20 H	21 X	22 X	23 X	24 H	25
26	27	28				

MARCH 2023 — 23 days						
S	M	T	W	T	F	S
			1	2	3 ▲	4
5	6	7	8	9	10	11
12	13	14	15	16	17 SD	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023 — 15 days						
S	M	T	W	T	F	S
						1
2	3 X	4 X	5 X	6 X	7 H	8
9	10	11	12	13	14	15
16	17	18	19	20	21 SD	22
23	24	25	26	27	28	29
30						

MAY 2023 — 22 days						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 H	30	31			

JUNE 2023 — 1 days						
S	M	T	W	T	F	S
				1 ★	2 W	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 H	20	21	22	23	24
25	26	27	28	29	30	

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: February 10, 2022
TO: Members of the Governing Board
FROM: Bianca Forrester, Interim Director of Personnel and Pupil Services
Jason Owens, Coordinator of Student Services and Special Projects
CATEGORY: Action
ITEM TITLE: Adoption of Resolution No. 03-2022, Recognizing Juneteenth Independence Day

BACKGROUND INFORMATION

Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States and has been commemorated by:

- African Americans who had been formerly enslaved in the Southwest celebrated June 19, commonly known as "Juneteenth Independence Day," as inspiration and encouragement for future generations.
- The State of California, which has designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all enslaved people in the United States.
- The United States Congress, which has designated June 19 as "Juneteenth Independence Day" in recognition of the historical significance of Juneteenth Independence Day to the United States and in order to support the continued nationwide celebration of Juneteenth Independence Day to provide an opportunity for the people of the United States to learn more about the past, to better understand and reckon with the experiences that have shaped the United States, and to recognize that the observance of the end of slavery is part of the history and heritage of the United States.
- President Biden, who proclaimed June 19 as Juneteenth Day of Observance, called upon the people of the United States to acknowledge and celebrate the end of the Civil War and the emancipation of Black Americans, and commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity.

The Cabrillo Unified School District seeks to further solidify and expand its support of the local observance of Juneteenth by recognizing Juneteenth, June 19, as:

1. an annual celebration of the past, present, and future of Black liberation and those who work toward that liberation; and
2. a constant reminder to continue to work toward eliminating racism, racial bias, and educational disparities within the Cabrillo Unified School District by committing to change the systems that produce those outcomes; and
3. an opportunity to fulfill a commitment to increase training and curriculum content development in all school disciplines that recognize the impact, achievements, and contributions from African American and African Diasporic staff, teachers, administrators, and students to the Coastside community at large throughout the year, not only during Black History Month and other 'designated days'; and
4. a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity, equality, and justice; and
5. that the Cabrillo Unified School District will designate June 19, 2022, and June 19 of each year thereafter, as a local holiday in honor of Juneteenth, until such time as it is designated a state-mandated holiday by the Governor and/or State Legislature.

REPORT/PROPOSAL

With Resolution No. 03-2022 the Board recognizes June 19 of each year as a local holiday.

FINANCIAL IMPACT

Approval of this resolution will make one day on or about June 19 of each year a local holiday. As a result, some staff may need to work on the holiday to complete essential District work, which may cost the District up to $5,000 annually.

RESOLUTION NO. 03-2022
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

RECOGNIZING JUNETEENTH INDEPENDENCE DAY

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States (in particular, the State of Texas and the other Southwestern States) until months after the conclusion of the Civil War, more than 2 1⁄2 years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and that the enslaved were free; and

WHEREAS, African Americans who had been formerly enslaved in the Southwest celebrated June 19, commonly known as "Juneteenth Independence Day," as inspiration and encouragement for future generations; and

WHEREAS, African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for over 150 years; and

WHEREAS, the State of California has designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all enslaved people in the United States; and

WHEREAS, Juneteenth Independence Day celebrations have been held to honor African American freedom while encouraging self-development and respect for all cultures and are times for reflection and rejoicing; and

WHEREAS, the faith and strength of character demonstrated by formerly enslaved people and the descendants of formerly enslaved people remain an example for all people of the United States, regardless of background, religion, or race; and

WHEREAS, slavery was not officially abolished until the ratification of the 13th Amendment to the Constitution of the United States in 1865. This date is commemorated by the observance of National Freedom Day on February 1 of each year; and

WHEREAS, the United States Congress has designated June 19 as "Juneteenth Independence Day" in recognition of the historical significance of Juneteenth Independence Day to the United States and in order to support the continued nationwide celebration of Juneteenth Independence Day to provide an opportunity for the people of the United States to learn more about the past, to better understand and reckon with the experiences that have shaped the United States, and to recognize that the observance of the end of slavery is part of the history and heritage of the United States; and

WHEREAS, thereafter President Biden proclaimed June 19 as Juneteenth Day of Observance and called upon the people of the United States to acknowledge and celebrate the end of the Civil War and the emancipation of Black Americans as we commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity; and

WHEREAS, the Cabrillo Unified School District seeks to further solidify and expand its support of the local observance of Juneteenth; and

NOW, THEREFORE LET IT BE RESOLVED, that the Cabrillo Unified School District recognizes Juneteenth, June 19, as:

1. an annual celebration of the past, present, and future of Black liberation and those who work toward that liberation; and
2. a constant reminder to continue to work toward eliminating racism, racial bias, and educational disparities within the Cabrillo Unified School District by committing to change the systems that produce those outcomes; and

3. an opportunity to fulfill a commitment to increase training and curriculum content development in all school disciplines that recognizes the impact, achievements, and contributions from African American and African Diasporic staff, teachers, administrators, and students to the Coastside community at large throughout the year, not only during Black History Month and other 'designated days.'; and
4. a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity, equality, and justice; and

FINALLY, LET IT BE RESOLVED, that the Cabrillo Unified School District will designate June 19, 2022, and June 19 of each year thereafter, as a local holiday in honor of Juneteenth, until such time as it is designated a state-mandated holiday by the Governor and/or State Legislature.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 10th day of February, 2022, 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:

_____
Sophia Layne
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: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Information/Presentation
ITEM TITLE: Update on COVID-19 Readiness Project at Cabrillo USD

BACKGROUND INFORMATION

After the closure of schools in March of 2020, it became evident that HVAC operation and maintenance are critical for providing clean and healthy indoor air quality to prevent the spread of COVID-19. The CUSD has diligently worked to ensure that our HVAC systems across the district meet the ventilation recommendations specified by local, state, and federal health authorities and the UC Berkeley Center for Cities and Schools. Cabrillo USD (CUSD) has partnered with Eichler Associates, Inc. to survey all HVAC systems across the district, repair, and update equipment, and certify classrooms to meet the recommended ventilation rates.

Additionally, for the reopening of schools in the Spring of 2021, CUSD provided air scrubbers in each classroom and room where staff and students operate. These air scrubbers further mitigate the spread of COVID-19 while practicing the *four pillars* across the district: handwashing, universal masking, safe distancing, and avoiding large gatherings.

FISCAL ANALYSIS

CUSD uses a mix of state and federal one-time allocations supplementing these efforts with general funds to cover the cost of the Covid-19 Readiness initiative.

RECOMMENDATION

Receive the information as presented.



COVID Readiness Project
Board Presentation February 10, 2022

Cabrillo Unified School District
Half Moon Bay, California

Eichler Associates, Inc.
"Your Commissioning Resource"

Agenda

1. **Introductions**

2. **Covid Readiness Overview**

   Indoor Air Quality Strategies
   - Filtration
   - Ventilation
   - Operation

   Covid Survey Project
   - Project Summary
   - Campus Summaries

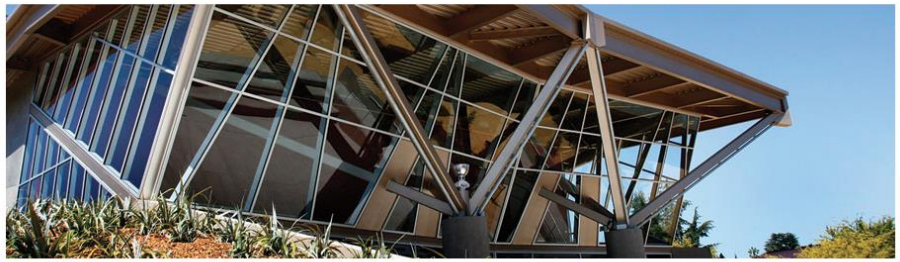
3. **AB 841**

4. **Open Dialogue**

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Presenters

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Menlo-Atherton Performing Arts Center

Established in 2006, Eichler Associates is a Woman Owned, California consulting firm with expertise in the energy-efficient design and operation of commercial, institutional, and industrial buildings.

SERVICES

- COMMISSIONING (Cx)
- RETRO-COMMISSIONING (Retro-Cx)
- LEED CONSULTING
- ENERGY ASSESSMENTS
- MEP CONSULTING (in partnership with Pragmatic Professional Engineers)

BUILDING TYPES

- COMMERCIAL - Offices, Retail, Hotels, Churches, Performing Arts Center
- EDUCATIONAL - K-12 Campuses, Colleges
- GOVERNMENT - City, County, State and Federal Offices, R&D Facilities
- HOSPITAL & LABORATORY - Critical Care, Skilled Nursing, Dental Offices, and Laboratories
- INDUSTRIAL - Data Centers, Food Manufacturing
- MIXED USE - Retail/Residential, Office/Residential
- MULTI-FAMILY RESIDENTIAL - High-Rise, Affordable Housing
- TRANSIT - Transfer Facility, Underground Stations



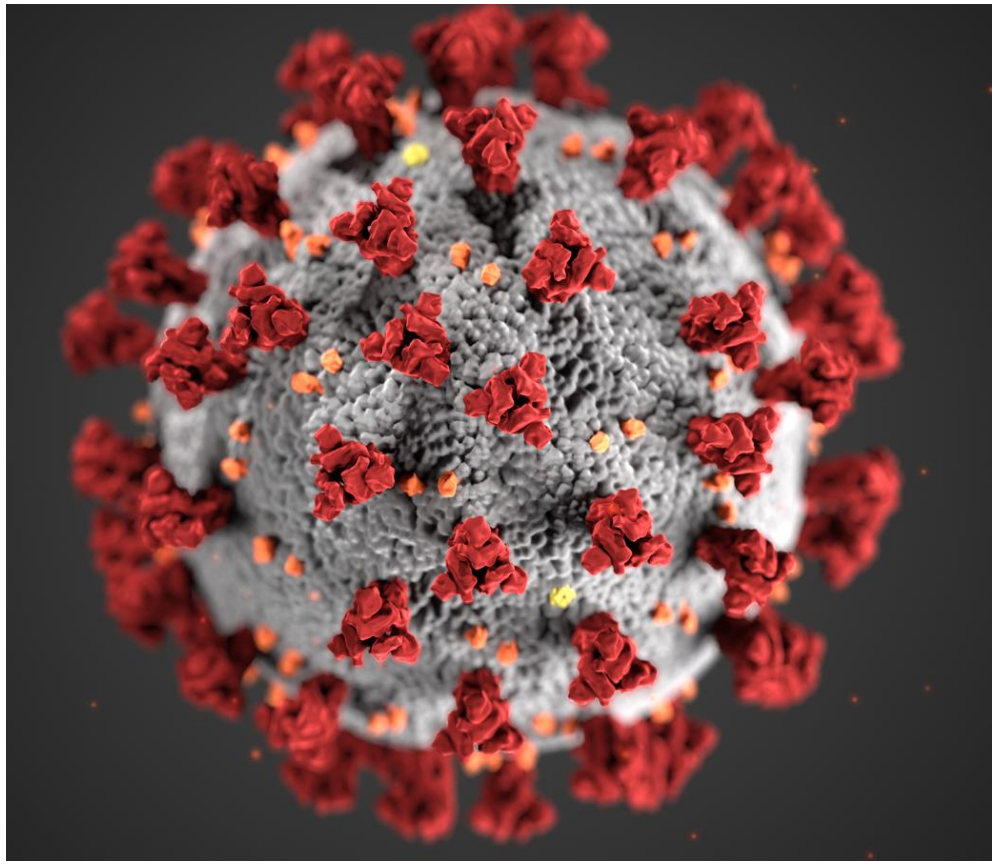
Rosemary Bryan
Commissioning Authority, PE, LEED AP (BD+C)

Eichler Associates

Marcella Schilling
Commissioning Agent

Eichler Associates

Covid Readiness Overview



1. **Campus Guidelines**

2. **Mitigation Measures**
   - Distancing
   - Masking
   - Indoor Air Quality
   - Vaccination

3. **Indoor Air Quality Strategies**
   - Filtration
   - Ventilation
   - Operation

5. **Covid Survey Project Overview**

6. **Campus Summaries & Updates**

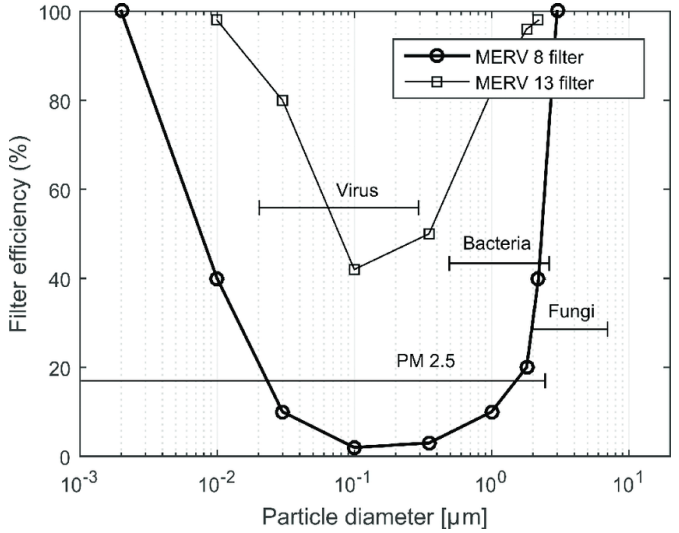
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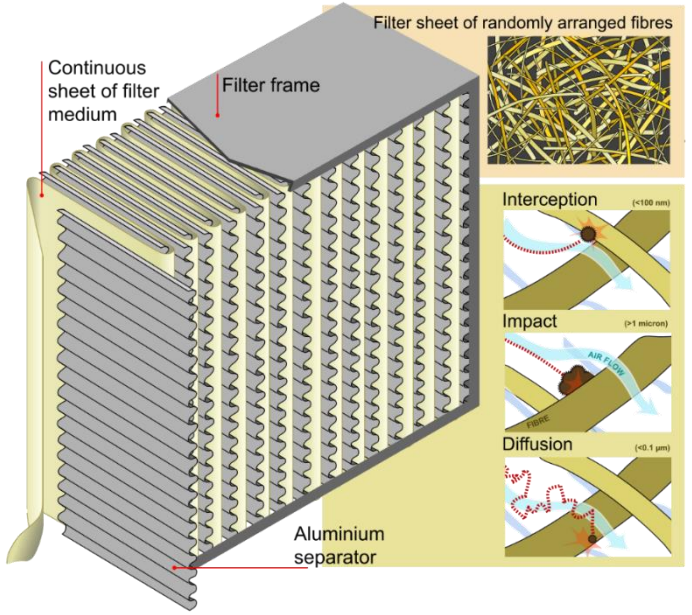
Indoor Air Quality Strategies

1. Filtration

    a. Filtration At Units (MERV 13).

    b. Localized filtration if ventilation or filtration is inadequate.





https://www.researchgate.net/figure/Filtration-efficiency-of-MERV-8-and-13-filters-Relationship-between-filter-efficiency_fig3_317417116

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Indoor Air Quality Strategies

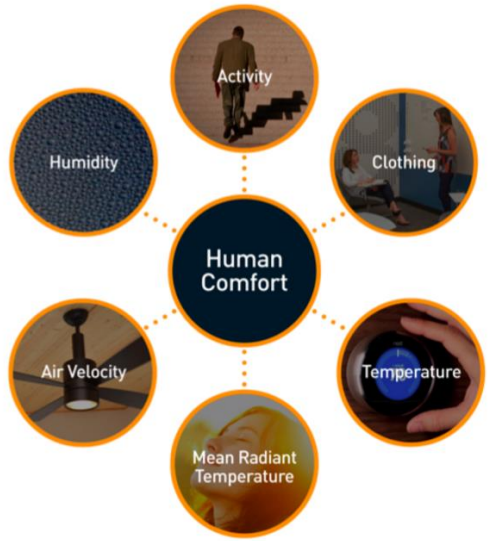
2. Ventilation

   a. Make sure outside air intake dampers are working properly.

   b. Verify proper ventilation rate (15 cfm/person).

   b. Adjust expectations for energy use, temperature control, and noise.





https://rmi.org/top-5-steps-redefining-thermal-comfort/

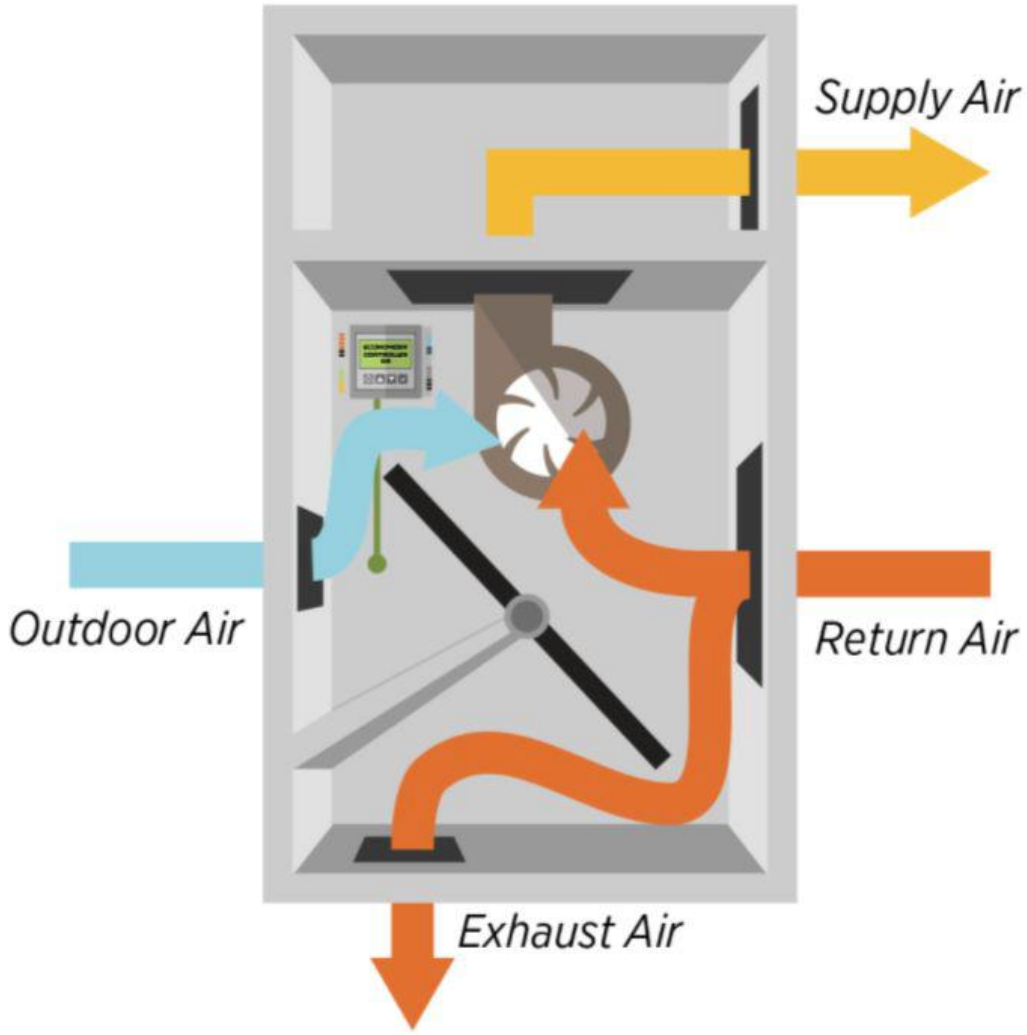
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Indoor Air Quality Strategies

3. Operation

    a. Start Up 1 hours prior to occupancy.

    b. Must run fans continuously during occupied periods.



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Covid Survey Project

Project Summary:

Started survey on January 7th of 2021; work has been ongoing for a full year. This process has been a huge undertaking that has put the District in a very positive position regarding Covid Readiness and student/personnel safety.

Steps:

- ❑ Survey operation of all HVAC equipment (**224** individual pieces of equipment)
- ❑ Perform airflow analysis for every classroom, office, multipurpose, library, etc.
- ❑ Create Ventilation spreadsheet for all classrooms, offices, etc.
- ❑ Create work order tickets for equipment repair
- ❑ Meet regularly to discuss ongoing work progress and resolutions

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Half Moon Bay High School

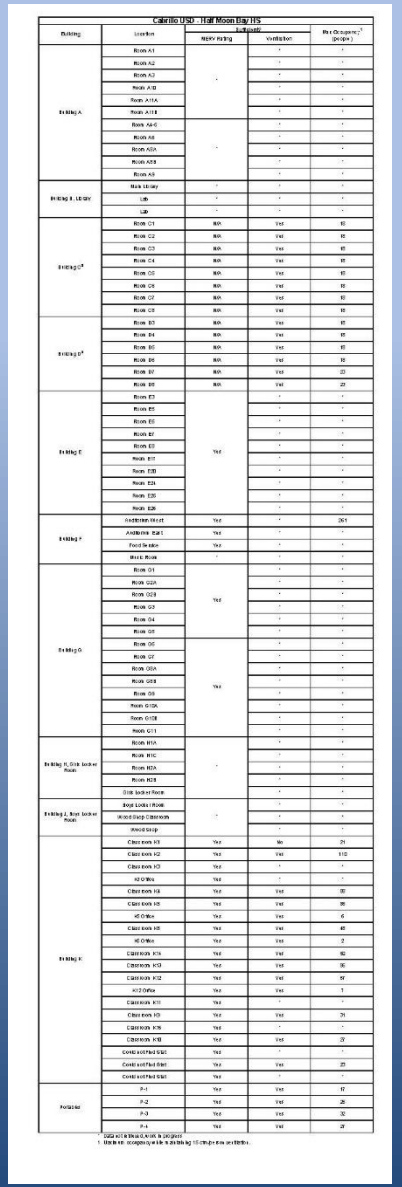


Campus Summary:

- ❑ Survey has been completed for all single-zone HVAC equipment
- ❑ Filtration has been upgraded to the appropriate levels
- ❑ Antiquated equipment on Building K is recommended to be replaced, AC-3 through AC-7
- ❑ Continued survey on multi-zone equipment is planned

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Covid-19 Criteria Spreadsheet



Cabrillo USD - Half Moon Bay HS

Building	Location	Building[1]		Max Occupancy[2] (people)
		MERV Rating	Ventilation	
Building A	Room A1	-	-	-
	Room A2		-	-
	Room A3		-	-
	Room A10		-	-
	Room A10A		-	-
	Room A11		-	-
	Room A4-6	-	-	-
	Room A8		-	-
	Room A9A		-	-
	Room A9B		-	-
	Room A9		-	-
Building B - Library	Main Library	-	-	-
	Lab	-	-	-
	Lab	-	-	-
Building C[3]	Room C1	N/A	Yes	16
	Room C2	N/A	Yes	16
	Room C3	N/A	Yes	16
	Room C4	N/A	Yes	16
	Room C5	N/A	Yes	16
	Room C6	N/A	Yes	16
	Room C7	N/A	Yes	16
	Room C8	N/A	Yes	16
Building D[3]	Room D3	N/A	Yes	16
	Room D4	N/A	Yes	16
	Room D5	N/A	Yes	16
	Room D6	N/A	Yes	16
	Room D7	N/A	Yes	23
	Room D8	N/A	Yes	23
Building E	Room E3	Yes	-	-
	Room E5		-	-
	Room E6		-	-
	Room E7		-	-
	Room E9		-	-
	Room E11		-	-
	Room E20		-	-
	Room E24		-	-
	Room E25		-	-
	Room E26		-	-
Building F	Auditorium Booth	Yes	-	261
	Auditorium Stage	Yes	-	-
	Food Service	Yes	-	-
	Black Room	-	-	-
Building G	Room G1	Yes	-	-
	Room G2A		-	-
	Room G2B		-	-
	Room G3		-	-
	Room G4		-	-
	Room G5		-	-
	Room G6	Yes	-	-
	Room G7		-	-
	Room G8A		-	-
	Room G8B		-	-
	Room G9		-	-
	Room G10A		-	-
	Room G10B		-	-
	Room G11		-	-
Building H, Girls locker Room	Room H1A	-	-	-
	Room H1C		-	-
	Room H2A		-	-
	Room H2B		-	-
	Girls locker Room		-	-
Building J, Boys locker Room	Boys Locker Room	-	-	-
	Mixed Shop Classroom		-	-
	Wood Shop		-	-
Building K	Classroom K1	Yes	No	24
	Classroom K2	Yes	Yes	112
	Classroom K3	Yes	-	-
	K2 Office	Yes	-	-
	Classroom K4	Yes	Yes	32
	Classroom K5	Yes	Yes	36
	K5 Office	Yes	Yes	6
	Classroom K6	Yes	Yes	48
	K6 Office	Yes	Yes	2
	Classroom K7	Yes	Yes	62
	Classroom K8	Yes	Yes	36
	Classroom K12	Yes	Yes	54
	K12 Office	Yes	Yes	1
	Classroom K11	Yes	-	-
	Classroom K9	Yes	Yes	24
	Classroom K10	Yes	-	-
	Classroom K13	Yes	Yes	37
	Combined Field Shed	Yes	-	-
	Combined Field Shed	Yes	Yes	23
	Combined Field Shed	Yes	-	-
Portables	P-1	Yes	Yes	17
	P-2	Yes	Yes	26
	P-3	Yes	Yes	32
	P-4	Yes	Yes	24

[1] Data not available for A, B, H, & J buildings.
[2] Maximum occupancy while maintaining 10 CFM per person ventilation.

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Pilarcitos High School



Campus Summary:

- ❑ All survey work has been completed
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Ventilation is adequate in all spaces

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Covid-19 Criteria Spreadsheet

Cabrillo USD - Pilarcitos ES				
Building	Location	Sufficient?		Max Occupancy[1] (people)
		MERV Rating	Ventilation	
Building A	Admin	Yes	Yes	20
Building B	B103	Yes	Yes	39
Building C	Classroom 1	Yes	Yes	29
	Classroom 2	Yes	Yes	36
	Classroom 3	Yes	Yes	40

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Cunha Intermediate School

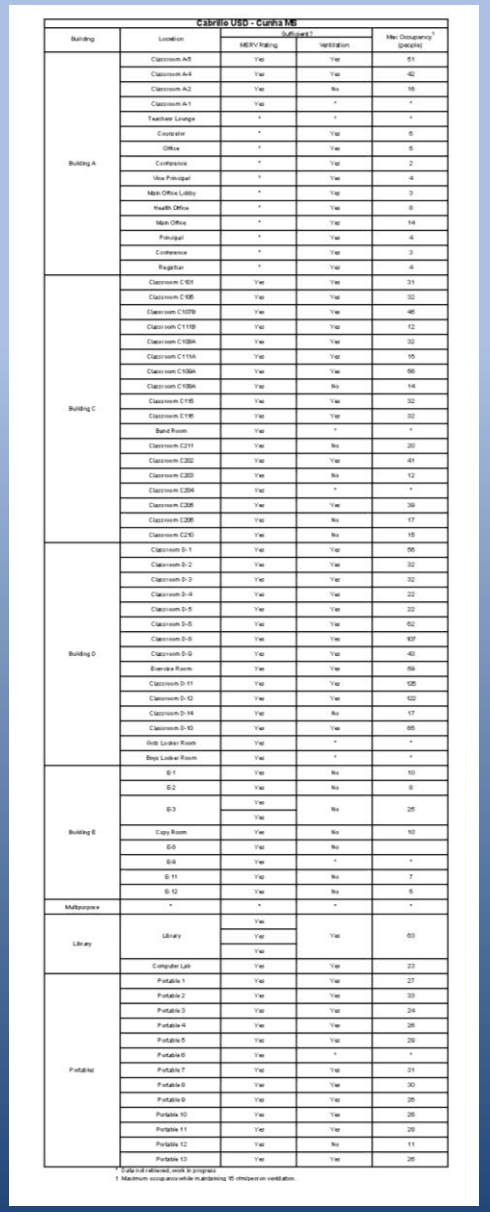


Campus Summary:

- ❑ All buildings have been surveyed except for multipurpose pending Syserco project completion of EMS integration
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Building E pending equipment replacement
- ❑ Building C further testing needed to determine low supply air issues

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Covid-19 Criteria Spreadsheet



Cabrillo USD - Cunha MS

Building	Location	Sufficient?		Max Occupancy[1] (people)
		MERV Rating	Ventilation	
Building A	Classroom A-5	Yes	Yes	51
	Classroom A-4	Yes	Yes	42
	Classroom A-2	Yes	No	16
	Classroom A-1	Yes	*	*
	Teachers' Lounge	*	*	*
	Counselor	*	Yes	6
	Office	*	Yes	6
	Conference	*	Yes	2
	Vice Principal	*	Yes	4
	Main Office Lobby	*	Yes	3
	Health Office	*	Yes	8
	Main Office	*	Yes	14
	Principal	*	Yes	4
	Conference	*	Yes	3
	Registrar	*	Yes	4
Building C	Classroom C101	Yes	Yes	31
	Classroom C105	Yes	Yes	32
	Classroom C107B	Yes	Yes	46
	Classroom C110B	Yes	Yes	12
	Classroom C108A	Yes	Yes	32
	Classroom C110A	Yes	Yes	16
	Classroom C106A	Yes	Yes	56
	Classroom C108A	Yes	No	14
	Classroom C115	Yes	Yes	32
	Classroom C116	Yes	Yes	32
	Band Room	Yes	*	*
	Classroom C211	Yes	No	20
	Classroom C202	Yes	Yes	41
	Classroom C203	Yes	No	12
	Classroom C204	Yes	*	*
	Classroom C205	Yes	Yes	39
	Classroom C206	Yes	No	17
	Classroom C210	Yes	No	16
Building D	Classroom D-1	Yes	Yes	56
	Classroom D-2	Yes	Yes	32
	Classroom D-3	Yes	Yes	32
	Classroom D-4	Yes	Yes	22
	Classroom D-5	Yes	Yes	22
	Classroom D-6	Yes	Yes	62
	Classroom D-8	Yes	Yes	107
	Classroom D-9	Yes	Yes	40
	Exercise Room	Yes	Yes	59
	Classroom D-11	Yes	Yes	125
	Classroom D-12	Yes	Yes	122
	Classroom D-14	Yes	No	17
	Classroom D-10	Yes	Yes	66
	Girls' Locker Room	Yes	*	*
	Boys Locker Room	Yes	*	*
Building E	E-1	Yes	No	10
	E-2	Yes	No	6
	E-3	Yes	No	25
		Yes		
	Copy Room	Yes	No	10
	E-8	Yes	No	
	E-9	Yes	*	*
	E-11	Yes	No	7
	E-12	Yes	No	6
Multipurpose	*	*	*	*
Library	Library	Yes	Yes	60
		Yes		
		Yes		
	Computer Lab	Yes	Yes	23
Portables	Portable 1	Yes	Yes	27
	Portable 2	Yes	Yes	33
	Portable 3	Yes	Yes	24
	Portable 4	Yes	Yes	26
	Portable 5	Yes	Yes	29
	Portable 6	Yes	*	*
	Portable 7	Yes	Yes	31
	Portable 8	Yes	Yes	30
	Portable 9	Yes	Yes	26
	Portable 10	Yes	Yes	26
	Portable 11	Yes	Yes	28
	Portable 12	Yes	No	11
	Portable 13	Yes	Yes	26

1. Data not retrieved, work in progress
1. Maximum occupancy while maintaining 15 cfm/person ventilation.

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Hatch Elementary School



Campus Summary:

- ❑ All survey work has been completed
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Survey of Pre-K classrooms to be completed after equipment has been serviced

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Covid-19 Criteria Spreadsheet

Cabrillo USD - Hatch ES				
Building	Location	Sufficient?		Max Occupancy[1] (people)
		MERV Rating	Ventilation	
Building A	Classroom A1	Yes	Yes	42
	Classroom A2	Yes	Yes	26
	Classroom A3	Yes	No	15
	Classroom A4	Yes	Yes	45
	Classroom A5	Yes	Yes	35
	Classroom A6	Yes	Yes	35
	Classroom A7	Yes	Yes	30
	Classroom A8	Yes	Yes	39
	Classroom A9	Yes	Yes	57
	Classroom A10	Yes	Yes	33
	Classroom A11	Yes	Yes	40
	Classroom A12	Yes	Yes	39
	Classroom A13	Yes	Yes	47
	Storage A14	Yes	Yes	11
Building B	Collaborative Space B1	Yes	Yes	10
	Classsroom B2	Yes	Yes	36
	Multipurpose	Yes	Yes	127
Building C	Classroom C2	Yes	Yes	27
	Classroom C3	Yes	Yes	28
	Classroom C4	Yes	Yes	48
	Classroom C5	Yes	Yes	31
	Classroom C6	Yes	Yes	28
	Classroom C7	Yes	Yes	44
	Classroom C8	Yes	Yes	51
	Classroom C9	Yes	Yes	28
	Classroom C10	Yes	Yes	23
	Staff Lunch Room C11	Yes	Yes	29
	Main Office	Yes	Yes	25
	Main Office	Yes	Yes	51
Building D	Classroom D106	Yes	Yes	35
	Classroom D101	Yes	Yes	84
Building E	Classroom E101	Yes	Yes	136
	Classroom E106	Yes	Yes	131
Library	Library	Yes	Yes	40
		Yes		
Building F	Classroom F104	Yes	Yes	35

* Data not retrieved, work in progress
1 Maximum occupancy while maintaining 15 cfm/person ventilation.

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El Granada Elementary School



Campus Summary:

- ❑ All survey work has been completed
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Ventilation is adequate in almost all spaces

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Covid-19 Criteria Spreadsheet

Cabrillo USD - El Granada ES

Building	Location	Sufficient?		Max Occupancy[1] (people)
		MERV Rating	Ventilation	
Building A	A1	Yes	Yes	28
	A2	*	*	1
	A3	Yes	Yes	35
	A4	Yes	Yes	27
	A5	Yes	Yes	24
	A6	Yes	Yes	27
	A7	Yes	Yes	25
	A8	Yes	Yes	26
	A9	Yes	Yes	24
	A10	Yes	Yes	44
	A11	Yes	Yes	26
	A12	Yes	Yes	28
	A13	Yes	Yes	47
	A14	Yes	Yes	41
	A15	Yes	Yes	47
	Office	Yes	Yes	24
Building B	B1	Yes	Yes	32
	B2	Yes	Yes	23
	B3	Yes	No	22
	B4	Yes	Yes	56
	B5	Yes	Yes	26
	B6	Yes	Yes	60
	B7	Yes	Yes	29
Building C	C1	Yes	Yes	25
	C2	Yes	Yes	28
	C3	Yes	Yes	27
Building D	D1	Yes	Yes	57
	D2	Yes	Yes	28
	D3	Yes	Yes	44
	Library/D4	Yes	Yes	81
Building K	K1	Yes	Yes	38
	K2	Yes	Yes	37
Multipurpose Building	Multipurpose	Yes	No	17

* Data not retrieved, work in progress
1 Maximum occupancy while maintaining 15 cfm/person ventilation.

Eichler Associates, Inc.
"Your Commissioning Resource"

Farallone View Elementary School



Campus Summary:

- ❑ All survey work has been completed
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Building D equipment will be serviced to provide temporary housing during campus upgrade

Eichler Associates, Inc.
"Your Commissioning Resource"

Covid-19 Criteria Spreadsheet

Cabrillo USD - Farallone ES

Building	Location	Sufficient?		Max Occupancy[1] (people)
		MERV Rating	Ventilation	
Building A	A-1	Yes	Yes	27
	A-2	Yes	Yes	24
	A-3	Yes	Yes	25
	A-4	Yes	Yes	26
	A-5	Yes	Yes	33
	A-6	Yes	Yes	36
	Office	Yes	Yes	20
	Staff Room	Yes	Yes	13
Building B	B-1	Yes	No	15
	B-2	Yes	Yes	22
	B-3	Yes	Yes	23
	B-4	Yes	Yes	24
	B-5	Yes	Yes	28
	Multipurpose	Yes	Yes	215
Building C	C-1	Yes	No	19
	C-3		No	19
	C-2	Yes	No	22
	C-4		No	22
	C-5	Yes	Yes	23
	C-6	Yes	No	18
	Library	Yes	Yes	27
		Yes		
Building D	D-1	Yes	No	17
	D-2	Yes	*	*
	D-3	Yes	No	0
	D-4	Yes	No	0
	D-5	Yes	No	13
	D-6	Yes	No	3

* Data not retrieved, work in progress

1 Maximum occupancy while maintaining 15 cfm/person ventilation.

Eichler Associates, Inc.
"Your Commissioning Resource"

King's Mountain Elementary School



Campus Summary:

- ❑ All survey work has been completed
- ❑ All filtration has been upgraded to the appropriate levels
- ❑ Equipment will be serviced to resolve airflow issues
- ❑ EMS upgrade hampered by inadequate wi-fi signal

Eichler Associates, Inc.
"Your Commissioning Resource"

Covid-19 Criteria Spreadsheet

Cabrillo USD - King's Mountain				
Building	**Location**	**Sufficient?**		**Max Occupancy[1] (people)**
		MERV Rating	**Ventilation**	
Building A	Classroom 1	Yes	No	16
	Classroom 2	Yes	No	10
	Classroom 3	Yes	No	9
	Classroom 4	Yes	No	11
	Classroom 5	Yes	No	20
	Library	Yes	Yes	26
		Yes	No	4
	Office	Yes	No	14

* Data not retrieved, work in progress

1 Maximum occupancy while maintaining 15 cfm/person ventilation.

Eichler Associates, Inc.
"Your Commissioning Resource"

AB 841 – Funding to Improve IAQ in Classrooms



<u>Phases:</u>

Phase One – Filtration, Economizer Operation, Ventilation and Exhaust, Demand Control Ventilation, General Maintenance, Operational Controls, Repairs



Phase Two – CO2 Monitoring and Alarm

Phase Three – HVAC Assessment Report

Eichler Associates, Inc.
"Your Commissioning Resource"


QUESTIONS
ANSWERS

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: February 10, 2022
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Presentation/Possible Action
ITEM TITLE: Review of Proposed Locations for AT&T's Communication Tower at The Half Moon Bay High School

BACKGROUND INFORMATION

At Half Moon Bay High School (HMBHS), AT&T operates a communications tower which was approved by the City of Half Moon Bay (City) as "temporary." Originally, the AT&T equipment was mounted on the HMBHS football field lighting posts. On December 14, 2021, AT&T secured a six-month permit from the City to process the relocation of the tower to a permanent location. AT&T will present to the CUSD Governing Board possible locations for the AT&T communications tower on the HMBHS campus.

FISCAL ANALYSIS

CUSD receives from AT&T a $20,000 annual stipend for the operation of its communications tower at the HMBHS campus.

RECOMMENDATION

Receive AT&T presentation to determine if the CUSD Governing Board would authorize AT&T proposal.

Review of proposed locations for AT&T's permanent facility at the Half Moon Bay High School

Proprietary and Confidential

Purpose of the Facility

To maintain access to FirstNet emergency services which is critical to the infrastructure of Half Moon Bay's community at large. FirstNet allows the high school and community to quickly communicate with first responders when emergencies arise. Without this service, the districts and City emergency services would be severely impacted.

Aerial view of the school grounds showing the existing temp facility and two proposed locations for a permanent facility.

District staff communicated a desire to place the new facility as far from the student body as possible.

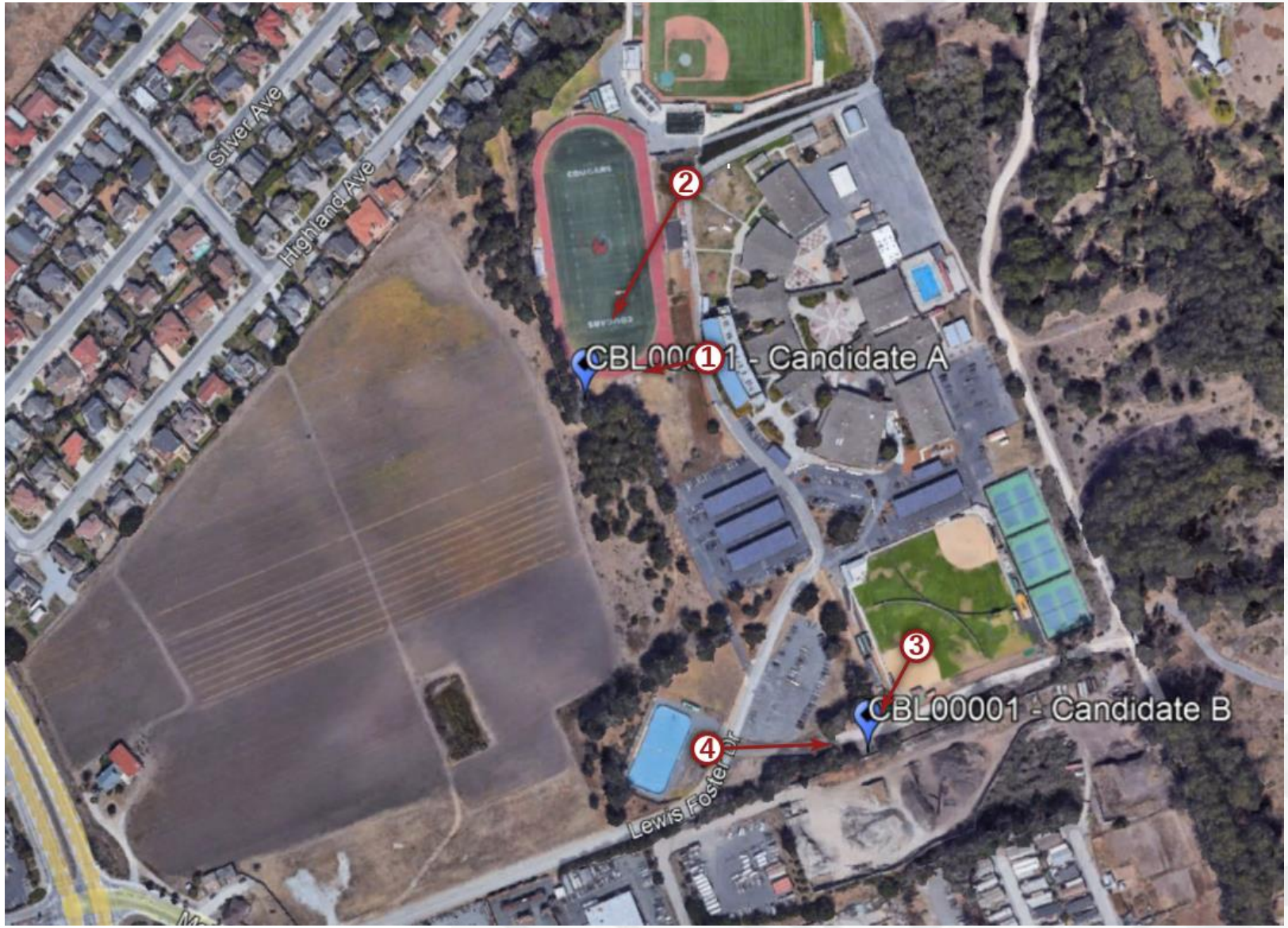
The two locations proposed here accomplish that goal while fulfilling the purpose of the facility.



Photo simulations were done using two viewpoints for each location. Please refer to the photosims included as supporting materials for more detailed information.

The proposed installation at each location is the same – a 75’ mono pine tree with 12 antennas and an approximately 20’x37’ single carrier lease area.

The tree pole would be colocatable but each new carrier would need to lease land directly from the District for their ground equipment.



ELECTROMAGNETIC ENERGY (EME) EXPOSURE REPORT

An EME report was completed by OSC Engineering based on the current design and included in the submitted materials. Below is the conclusion from that report.

Site Compliance Conclusion

The AT&T site CBL00001 / 15604323 located at 1 Lewis Foster Drive Half Moon Bay, CA 94019
will comply with FCC Guidelines.

Compliance Results of the Proposed Site (theoretical simulation)

A result over 100% does not make a site out of compliance with FCC guidelines. For results over 100% of the FCC Limit, further remediation is required to consider the site compliant per FCC Guidelines. See the report entitled RECOMMENDATIONS for compliance actions required for FCC and AT&T Compliance. Areas exceeding the FCC Limit are demarcated with barriers and appropriate signage. Areas Outside of the demarcated areas are below the FCC Limits (under 100% GP). The remediation actions bring the site into compliance. Results are given in terms of the FCC General Population. Please see the page entitled FCC MPE Limits (from OET-65) for further information. On-site measurements may yield different results, as antennas do not always operate at full capacity.

Maximum simulated RF Exposure Level from (AT&T antennas @ ground):
0.41 % FCC General Population MPE Limit



at&t

CBL00001 Half Moon Bay High School
1 Lewis Foster Drive, Half Moon Bay, CA 94019



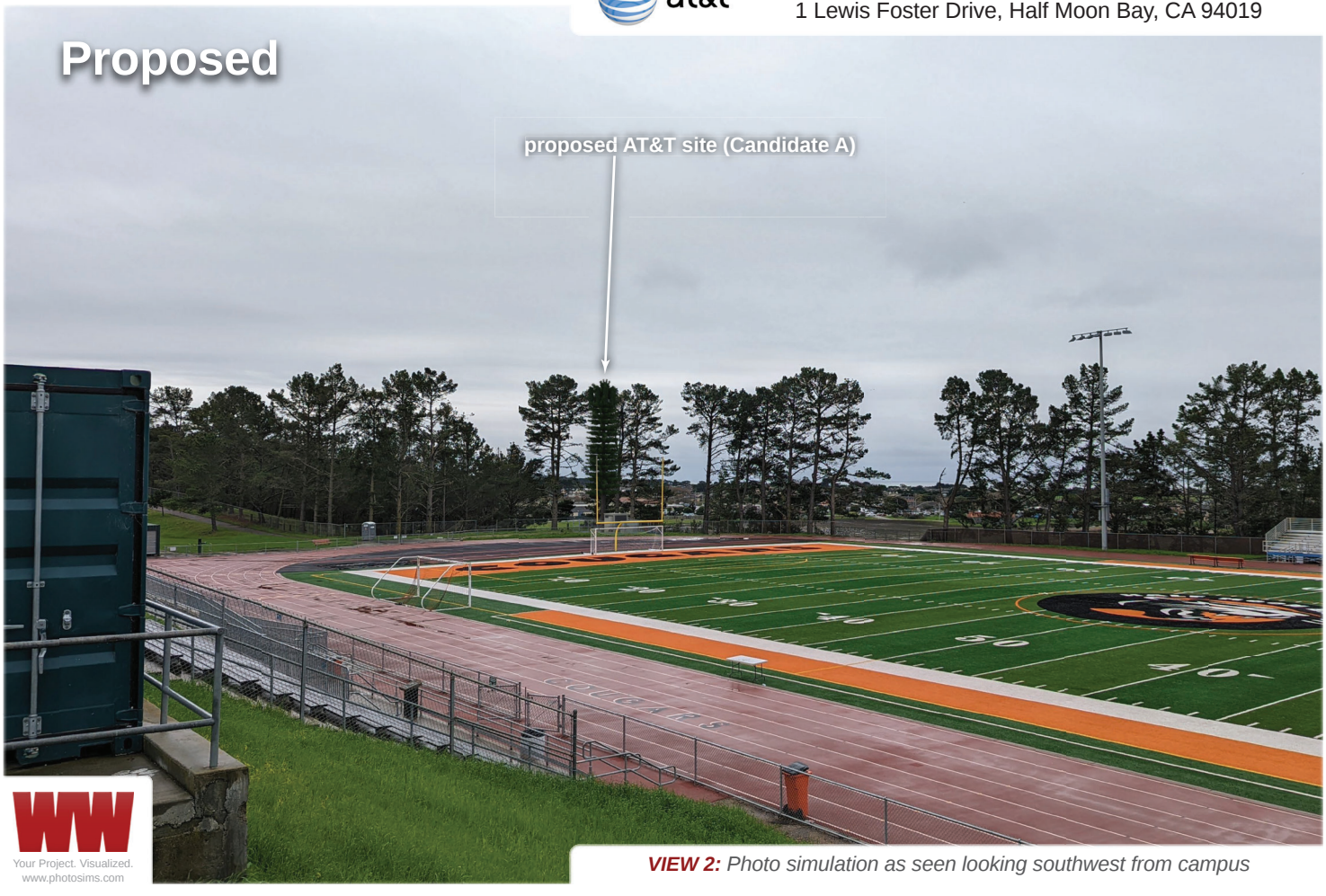
Your Project. Visualized.
www.photosims.com

VIEW 1: *Photo simulation as seen looking west from campus*



at&t

CBL00001 Half Moon Bay High School
1 Lewis Foster Drive, Half Moon Bay, CA 94019



Your Project. Visualized.
www.photosims.com

VIEW 2: *Photo simulation as seen looking southwest from campus*



at&t

CBL00001 Half Moon Bay High School
1 Lewis Foster Drive, Half Moon Bay, CA 94019



Your Project. Visualized.
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VIEW 3: *Photo simulation as seen looking southwest from the baseball diamond*



at&t

CBL00001 Half Moon Bay High School
1 Lewis Foster Drive, Half Moon Bay, CA 94019



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VIEW 4: *Photo simulation as seen looking east from Lewis Foster Drive*

Shot Map

01.03.2022



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at&t

CBL00001 Half Moon Bay High School
1 Lewis Foster Drive, Half Moon Bay, CA 94019

ELECTROMAGNETIC ENERGY (EME) EXPOSURE REPORT



Site Name:	**CBL00001**
Site ID:	**CBL00001 / 15604323**
Site Type:	**Monopole**
Location:	**1 Lewis Foster Drive Half Moon Bay, CA 94019**
Latitude (NAD83):	**37.473039**
Longitude (NAD83):	**-122.429898**
Report Completed:	**January 25, 2022**
AT&T M-RFSC	**Casey Chan**

Prepared By:

OSC ENGINEERING

Prepared for: AT&T Mobility
c/o J5 Infrastructure.
1150 Ballena Boulevard
Suite #259
Alameda, CA 94501

Site Compliance Conclusion

The AT&T site CBL00001 / 15604323 located at 1 Lewis Foster Drive Half Moon Bay, CA 94019 will comply with FCC Guidelines.

Executive Summary

Occupational Safety & Compliance Engineering (OSC Engineering) has been contracted by J5 Infrastructure, Inc. to conduct an RF (radio frequency) computer simulated analysis. The Federal Communications Commission (FCC) has set limits on RF energy exposed to humans on a wireless cell site. The FCC has also mandated that all RF wireless sites must be in compliance with the FCC limits and a compliance check should be performed routinely to ensure site compliance. Per AT&T Policy simulations are performed at 75% duty cycle other than UTMS (100%) or as noted. RoofMaster software was utilized in the creation of this report.

OSC Engineering uses the FCC OET-65 as well as AT&T Standards to make recommendations based on results and information gathered from drawings and Radio Frequency Data Sheets. Included in this analysis is an Ericsson AIR (TDD) power reduction factor (0.32) of the maximum to account for spatial distribution of served users, as recommended by AT&T, based on the United Nations International Telecommunication Union ITU-T Series K, Supplement 16 (20 May 2019).

A site-specific compliance plan is recommended for each transmitting site. This report serves as a single piece of the overall compliance plan.

Site Overview and Description

- The antennas are mounted on a monopole
- The site consists of three (3) sectors with a total of twelve (12) antennas
- The site is within a fenced in area, access to the site is via a gate
- The site is not co-located



Compliance Results of the Proposed Site (theoretical simulation)

A result over 100% does not make a site out of compliance with FCC guidelines. For results over 100% of the FCC Limit, further remediation is required to consider the site compliant per FCC Guidelines. See the report entitled ***RECOMMENDATIONS*** for compliance actions required for FCC and AT&T Compliance. Areas exceeding the FCC Limit are demarcated with barriers and appropriate signage. Areas Outside of the demarcated areas are below the FCC Limits (under 100% GP). The remediation actions bring the site into compliance. Results are given in terms of the FCC General Population. Please see the page entitled ***FCC MPE Limits (from OET-65)*** for further information. On-site measurements may yield different results, as antennas do not always operate at full capacity.

Maximum simulated RF Exposure Level from (AT&T antennas @ ground):
0.41 % FCC General Population MPE Limit

Antenna Inventory

All technical data and specifications shown below are collected from drawings and/or documents provided by the client, as well as from online databases and/or a visit to this facility. Unknown wireless transmitting antennas are simulated using conservative values when information is not available.

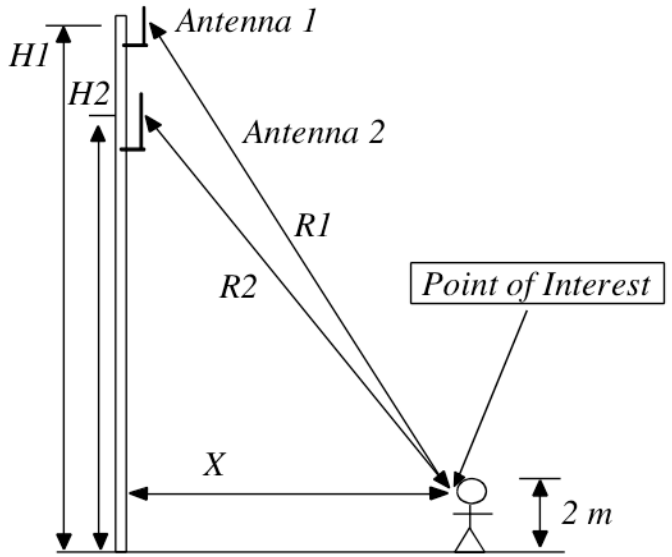
Antenna	Operator	Frequency (MHz)	Antenna Type	Antenna Make	Antenna Model	Azimuth (°T)	Ground (Z) (Rad) (ft)
A1	AT&T LTE B12	700	Panel	Commscope	NNHH-65C-R4	60	67
A1	AT&T 5G	850	Panel	Commscope	NNHH-65C-R4	60	67
A1	AT&T LTE / 5G	1900	Panel	Commscope	NNHH-65C-R4	60	67
A1	AT&T LTE / 5G	2100	Panel	Commscope	NNHH-65C-R4	60	67
A2	AT&T LTE B14	700	Panel	Commscope	NNHH-65C-R4	60	67
A2	AT&T LTE	2100	Panel	Commscope	NNHH-65C-R4	60	67
A3	AT&T LTE B29	700	Panel	Commscope	NNHH-65C-R4	60	67
A3	AT&T LTE	2300	Panel	Commscope	NNHH-65C-R4	60	67
A4	AT&T Cband	3700	Panel	Ericsson	AIR6449 N77D	60	67
B1	AT&T LTE B12	700	Panel	Commscope	NNHH-65C-R4	180	67
B1	AT&T 5G	850	Panel	Commscope	NNHH-65C-R4	180	67
B1	AT&T LTE / 5G	1900	Panel	Commscope	NNHH-65C-R4	180	67
B1	AT&T LTE / 5G	2100	Panel	Commscope	NNHH-65C-R4	180	67
B2	AT&T LTE B14	700	Panel	Commscope	NNHH-65C-R4	180	67
B2	AT&T LTE	2100	Panel	Commscope	NNHH-65C-R4	180	67

Antenna	Operator	Frequency (MHz)	Antenna Type	Antenna Make	Antenna Model	Azimuth (°T)	Ground (Z) (Rad) (ft)
B3	AT&T LTE B29	700	Panel	Commscope	NNHH-65C-R4	180	67
B3	AT&T LTE	2300	Panel	Commscope	NNHH-65C-R4	180	67
B4	AT&T Cband	3700	Panel	Ericsson	AIR6449 N77D	180	67
C1	AT&T LTE B12	700	Panel	Commscope	NNHH-65C-R4	300	67
C1	AT&T 5G	850	Panel	Commscope	NNHH-65C-R4	300	67
C1	AT&T LTE / 5G	1900	Panel	Commscope	NNHH-65C-R4	300	67
C1	AT&T LTE / 5G	2100	Panel	Commscope	NNHH-65C-R4	300	67
C2	AT&T LTE B14	700	Panel	Commscope	NNHH-65C-R4	300	67
C2	AT&T LTE	2100	Panel	Commscope	NNHH-65C-R4	300	67
C3	AT&T LTE B29	700	Panel	Commscope	NNHH-65C-R4	300	67
C3	AT&T LTE	2300	Panel	Commscope	NNHH-65C-R4	300	67
C4	AT&T Cband	3700	Panel	Ericsson	AIR6449 N77D	300	67

FCC Regulations and Guidelines from OET 65

When considering the contributions to field strength or power density from other RF sources, care should be taken to ensure that such variables as reflection and re-radiation are considered. In cases involving very complex sites predictions of RF fields may not be possible, and a measurement survey may be necessary The process for determining compliance for other situations can be similarly accomplished using the techniques described in this section and in Supplement A to this bulletin that deals with radio and television broadcast operations. However, as mentioned above, at very complex sites measurements may be necessary.

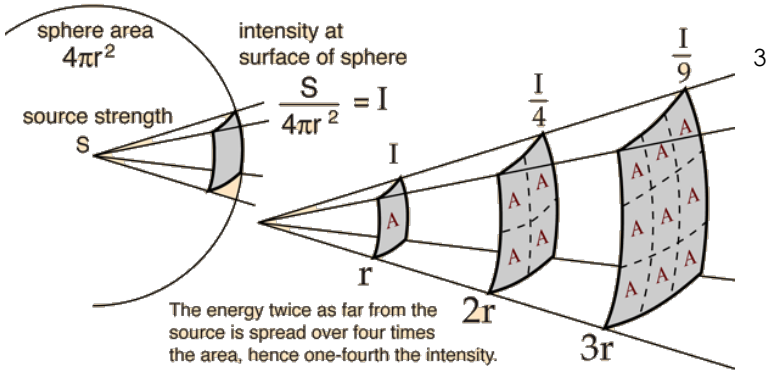
In the simple example shown in the below diagram, it is desired to determine the power density at a given location **X** meters from the base of a tower on which are mounted two antennas. One antenna is a CMRS antenna with several channels, and the other is an FM broadcast antenna. The system parameters that must be known are the total ERP for each antenna and the operating frequencies (to determine which MPE limits apply). The heights above ground level for each antenna, **H1** and **H2,** must be known in order to calculate the distances, **R1**and **R2**, from the antennas to the point of interest. [1]



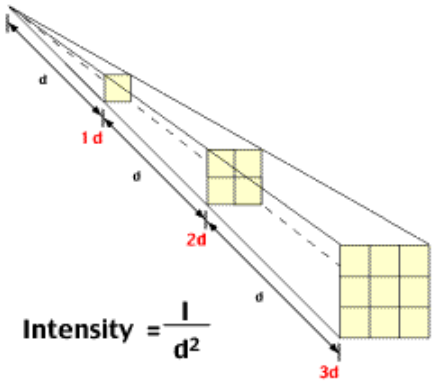
[1] OET Bulletin 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields, Page 37- 38

Inverse Square Law

The inverse-square law, in physics, is any physical law stating that a specified physical quantity or intensity is inversely proportional to the square of the distance from the source of that physical quantity. The fundamental cause for this can be understood as geometric dilution corresponding to point-source radiation into three-dimensional space
The inverse-square law generally applies when some force, energy, or other conserved quantity is evenly radiated outward from a point source in three-dimensional space. Since the surface area of a sphere (which is $4\pi r^2$) is proportional to the square of the radius, as the emitted radiation gets farther from the source, it is spread out over an area that is increasing in proportion to the square of the distance from the source.[2]



[3]



[4]

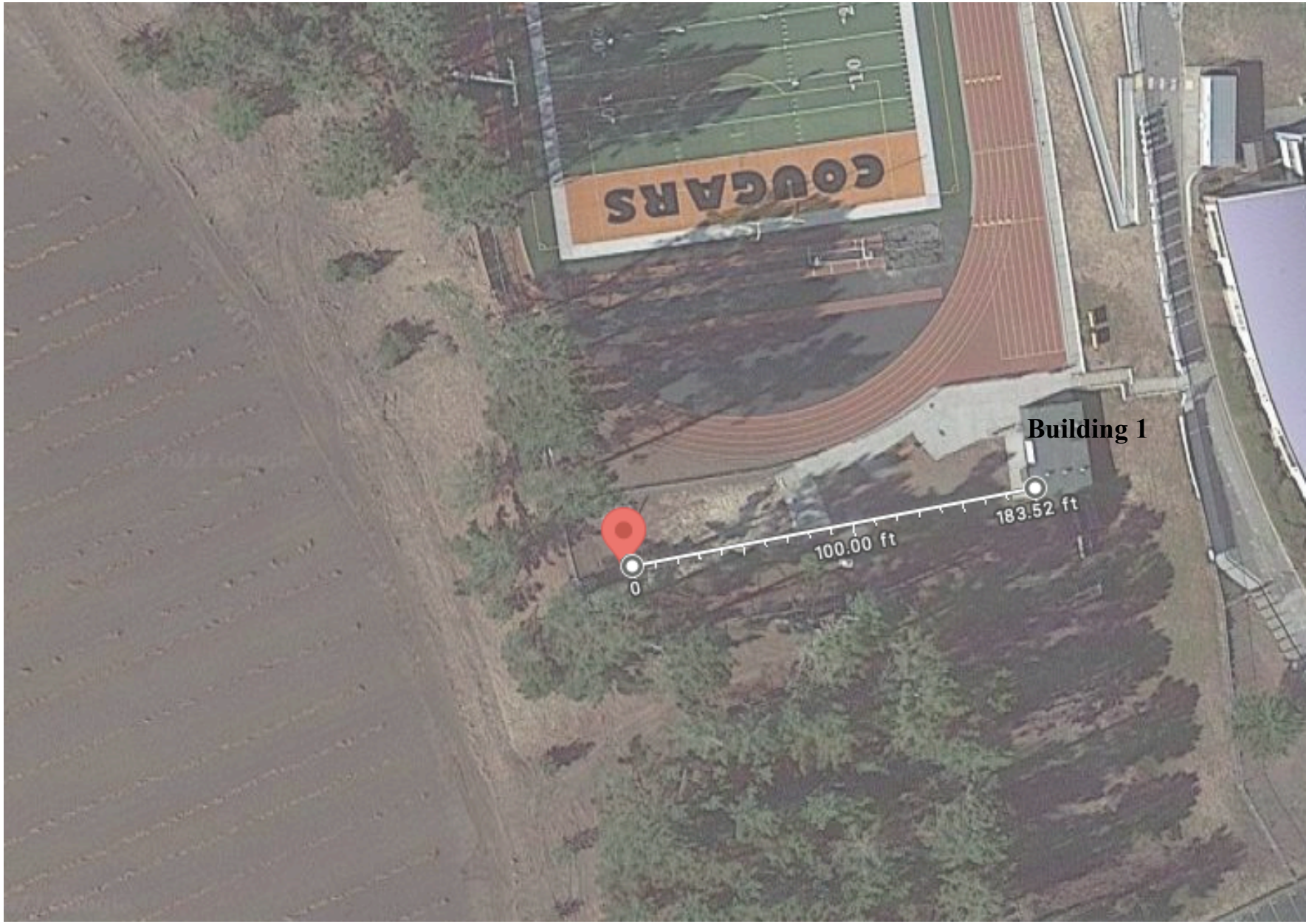
$$\frac{I_1}{I_2} = \frac{D_2^{\,2}}{D_1^{\,2}}$$

Where:
I_1 = Intensity 1 at D_1
I_2 = Intensity 2 at D_2
D_1 = Distance 1 from source
D_2 = Distance 2 from source

[2] https://en.wikipedia.org/wiki/Inverse-square_law
[3] http://hyperphysics.phy-astr.gsu.edu/hbase/Forces/isq.html
[4] https://www.nde-ed.org/GeneralResources/Formula/RTFormula/InverseSquare/InverseSquareLaw.htm

Result: Surrounding Building(s)

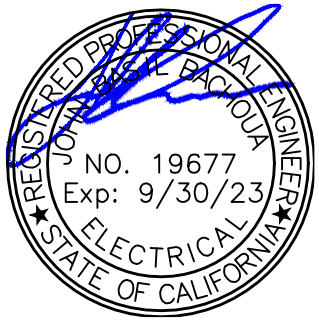
The surrounding buildings labeled 1 will be below FCC MPE Limits for the General Population



Certification

The undersigned is a Professional Engineer, holding a California Registration No. 19677

Reviewed and approved by:



John Bachoua, PE

Date: January 25, 2022

The engineering and design of all related structures as well as the impact of the antennas on the structural integrity of the design are specifically excluded from this report's scope of work. This report's scope of work is limited to an evaluation of the Electromagnetic Energy (EME) RF emissions field generated by the antennas listed in this report. When client and others have supplied data, it is assumed to be correct.

FCC MPE Limits (from OET-65)

Occupational/controlled[5] exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means. As discussed later, the occupational/controlled exposure limits also apply to amateur radio operators and members of their immediate household.

General population/uncontrolled[6] exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

[5] OET-65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields pg. 9.
[6] OET-65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields pg. 9.

Limits for Maximum Permissible Exposure (MPE)[7]

"The FCC Exposure limits are based on data showing that the human body absorbs RF energy at some frequencies more efficiently than at others. The most restrictive limits occur in the frequency range of 30-300MHz where whole-body absorption of RF energy by human beings is most efficient. At other frequencies whole-body absorption is less efficient, and, consequently, the MPE limits are less restrictive."[8]

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	($900/f^2$)*	6
32-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

(B) Limits for General Population /Uncontrolled Exposure

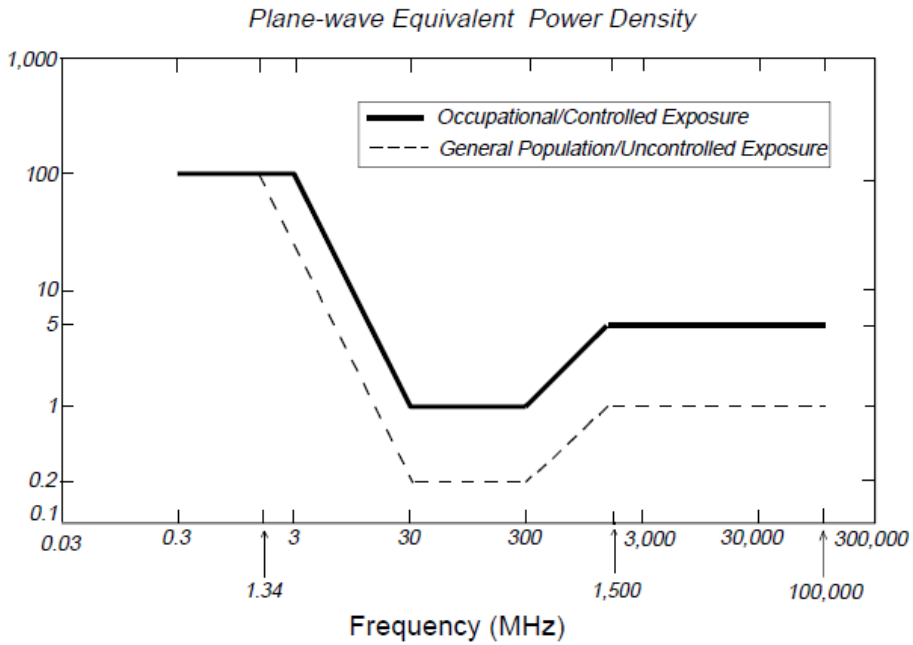
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	($180/f^2$)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f= Frequency in MHz *Plane-wave equivalent power density

[7] OET-65 "FCC Guidelines Table 1 pg. 72.
[8] OET-65 "FCC Guidelines for Evaluating Exposure to RF Emissions", pg. 8

Limits for Maximum Permissible Exposure (MPE) continued[9]

Figure 1. *FCC Limits for Maximum Permissible Exposure (MPE)*



"MPE Limits are defined in terms of power density (units of milliwatts per centimeter squared: mW/cm^2), electric field strength (units of volts per meter: V/m) and magnetic field strength (units of amperes per meter: A/m). In the far-field of a transmitting antenna, where the electric field vector (E), the magnetic field vector (H), and the direction of propagation can be considered to be all mutually orthogonal ("[plane-wave" conditions], these quantities are related by the following equation:

$$S = \frac{E^2}{3770} = 37.7H^2$$

where: S = power density (mW/cm^2)
E = electric field strength (V/m)
H = magnetic field strength (A/m)

[9] OET-65 "FCC Guidelines Table 1 pg. 72.

Limitations

OSC Engineering completed this report based on information and data provided by the client and on-site data collection. The data provided by the client is assumed to be accurate. This report is completed by OSC Engineering to determine whether the wireless communications facility complies with the Federal Communications Commission (FCC) Radio Frequency (RF) Safety Guidelines. The Office of Engineering and Technology (OET-65) *Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Radiation* has been prepared to provide assistance in determining whether proposed or existing transmitting facilities, operations or devices comply with limits for human exposure to radiofrequency (RF) fields adopted by the Federal Communications Commission (FCC)[10]. As the site is being upgraded and changed this report will become obsolete. A statistical factor reducing the actual power of the antenna system to 0.32 of maximum theoretical power is used to account for spatial distribution of users, network utilization, time division duplexing, and scheduling time. AT&T recommends the use of this factor based on a combination of guidance from its antenna system manufacturers, supporting international industry standards, industry publications, and its extensive experience. Use of this document will not hold OSC Engineering Inc. nor it's employees liable legally or otherwise. This report shall not be used as a determination as to what is safe or unsafe on a given site: only for what is compliant per the FCC standards outlined in the OET-65. All workers or other people accessing any transmitting site should have proper EME awareness training. This includes, but is not limited to, obeying posted signage, keeping a minimum distance from antennas, watching EME awareness videos and formal classroom training.

[10] OET-65 "FCC Guidelines for Evaluating Exposure to RF Emissions", pg. 1

AT&T Antenna Shut-Down Protocol

AT&T provides Lockout/Tagout (LOTO) procedures in Section 9.4[11] (9.4.1- 9.4.9) in the ND-00059. These procedures are to be followed in the event of anyone who needs access at or in the vicinity of transmitting AT&T antennas. Contact AT&T when accessing the rooftop near the transmitting antennas. Below is information regarding when to contact an AT&T representative.

9.4.7 Maintenance work being performed near transmitting antennas

Whenever anyone is working within close proximity to the transmitting antenna(s), the antenna sector, multiple sectors, or entire cell site may need to be shut down to ensure compliance with the applicable FCC MPE limit. This work may include but is not limited to structural repairs, painting or non-RF equipment services by AT&T personnel/contractors or the owner of a tower, water tank, rooftop, or other low-centerline sites. The particular method of energy control will depend on the scope of work (e.g., duration, impact to the antenna or transmission cabling, etc.) and potential for RF levels to exceed the FCC MPE limits for General Population/Uncontrolled environments

9.4.8 AT&T Employees and Contractors

AT&T employees and contractors performing work on AT&T cell sites must be trained in RF awareness and must exercise control over their exposure to ensure compliance with the FCC MPE limit for Occupational/Controlled Environments ("Occupational MPE Limit").

The rule of staying at least 3 feet from antennas is no longer always adequate to prevent exposure above the Occupational MPE Limit. That general rule was applied early in the development of cellular when omni-directional antennas were primarily used and later when wide-beamwidth antennas were used. That application was then appropriate for the Occupational exposure category. However, the current prevalence of antennas with 60- and 70- degree horizontal half-power beamwidths at urban and suburban GSM and UMTS/HSDPA sites raises some question about the continued reliability of the 3-foot rule. Antennas with low bottom-tip heights and total input powers around 70-80 W can produce exposure levels exceeding the Occupational MPE Limits at 4 feet, and these levels can be augmented by emissions of co-located operators. Therefore, AT&T employees and contractors should apply the above general work procedures and use an RF personal monitor to assess exposure levels within the work vicinity.

9.4.9 Other Incidental Workers

All other incidental workers who are not trained in RF safety are considered general public and subject to the FCC MPE limits for General Population/Uncontrolled Environments. In such instance, the M-RFSC (primary contact) or R-RFSC (secondary contact) must refer to the Mobility RF site survey plan to assess the potential RF exposure levels associated with the antenna system. If capable of exceeding the FCC General Population/Uncontrolled MPE limit, then local sector/site shutdown is necessary. The FE/FT must also follow the local shutdown procedure and use their RF personal monitor as a screening tool for verification, as necessary.

[11] ND-00059_Rev_5.1 "Lockout/Tagout (LOTO) Procedures" Page 45.

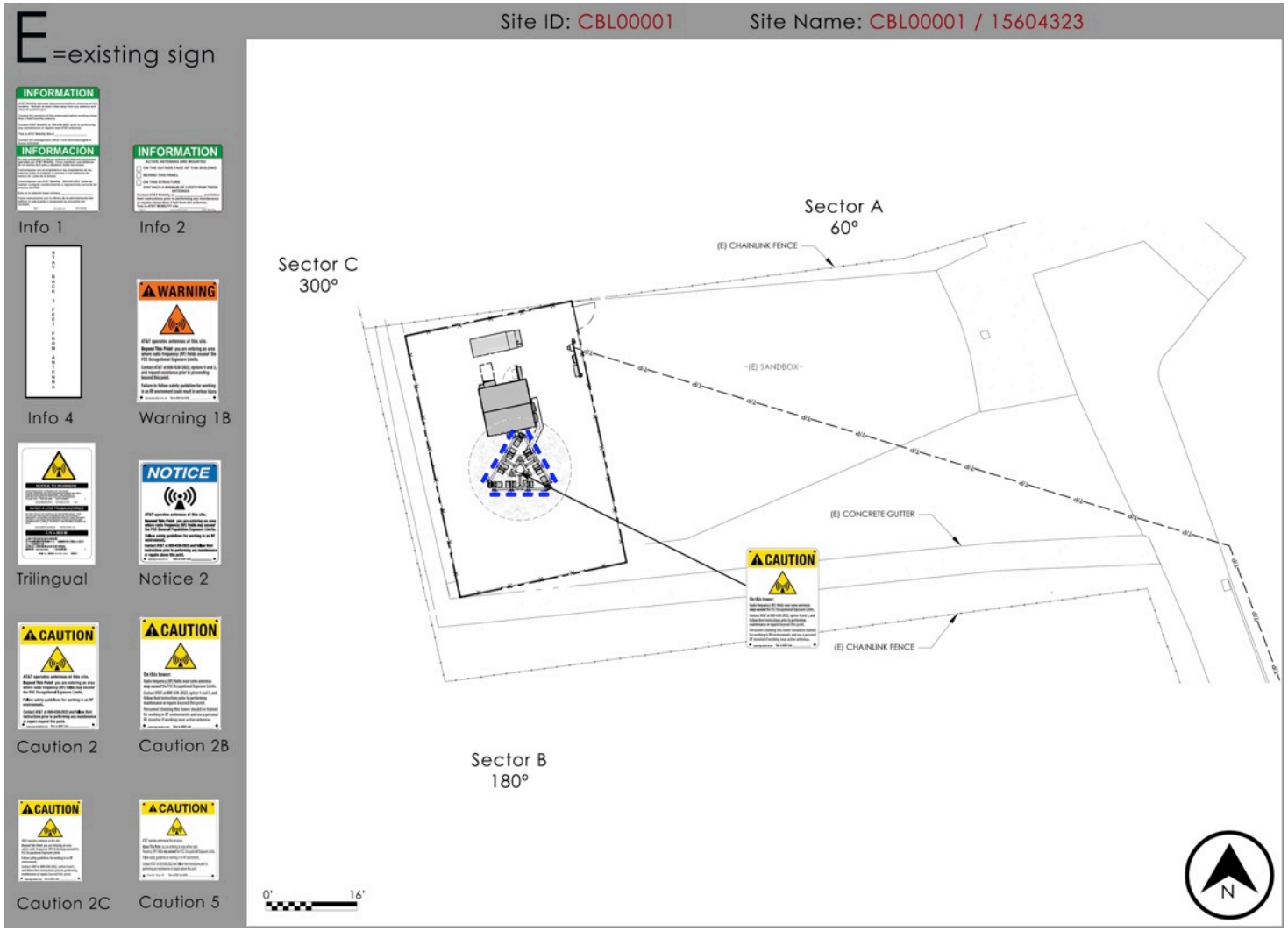
RECOMMENDATIONS

- **AT&T Access Point(s):** Caution Sign 2B (Tower) @ base of monopole (to be posted)

- **AT&T Sector A** No signage or barrier action required

- **AT&T Sector B** No signage or barrier action required

- **AT&T Sector C** No signage or barrier action required



If work is being performed in the vicinity of the transmitting antennas, site shut-down procedures must be followed. See page entitled AT&T Antenna Shut-down protocol for further information.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. CALIFORNIA BUILDING STANDARDS CODE: 2019 TRIENNIAL EDITION OF TITLE 24, WITH AN EFFECTIVE DATE OF JANUARY 1, 2020.
   PART 1 - CALIFORNIA ADMINISTRATIVE CODE
   PART 2 - CALIFORNIA BUILDING CODE, BASED ON THE 2018 INTERNATIONAL BUILDING CODE
   PART 2.5 - CALIFORNIA RESIDENTIAL CODE, BASED ON THE 2018 INTERNATIONAL RESIDENTIAL CODE
   PART 3 - CALIFORNIA ELECTRICAL CODE, BASED ON THE 2017 NATIONAL ELECTRICAL CODE
   PART 4 - CALIFORNIA MECHANICAL CODE, BASED ON THE 2018 UNIFORM MECHANICAL CODE
   PART 5 - CALIFORNIA PLUMBING CODE, BASED ON THE 2018 UNIFORM PLUMBING CODE
   PART 6 - CALIFORNIA ENERGY CODE
   PART 7 - VACANT
   PART 8 - CALIFORNIA HISTORICAL BUILDING CODE
   PART 9 - CALIFORNIA FIRE CODE, BASED ON THE 2018 INTERNATIONAL FIRE CODE
   PART 10 - CALIFORNIA EXISTING BUILDING CODE, BASED ON THE 2018 INTERNATIONAL EXISTING BUILDING CODE
   PART 11 - CALIFORNIA GREEN BUILDING STANDARDS CODE (ALSO KNOWN AS CALGREEN)
   PART 12 - CALIFORNIA REFERENCED STANDARDS CODE
2. ANSI/TIA-222 (REV H)
3. 2018 NFPA 101, LIFE SAFETY CODE
4. 2019 NFPA 72, NATIONAL FIRE ALARM AND SIGNALING CODE
5. 2019 NFPA 13, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS

PROJECT TEAM

APPLICANT / LESSEE:

AT&T
5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

CONSTRUCTION MANAGER:

QUALTEK WIRELESS
CONTACT: DAN RICO
EMAIL: DRICO@QUALTEKWIRELESS.COM
PH: (925) 532-2245

PROJECT MANAGER:

J5 INFRASTRUCTURE PARTNERS
CONTACT: ALYSA COGSWELL
EMAIL: ACOGSWELL@J5IP.COM
CELL: (805) 637 0293

RF ENGINEER:

AT&T MOBILITY
CONTACT: SAGAR BONDE
EMAIL: SB970R@ATT.COM

A&E MANAGER:

J5 INFRASTRUCTURE PARTNERS
contact: STEVEN M. RAMON
email: sramon@j5ip.com
ph: (562) 846-5556

RF ENGINEER:

AT&T MOBILITY
CONTACT: JOSE PABELONIO
EMAIL: JP5720@ATT.COM

SITE INFORMATION

PROPERTY OWNER:
CABRILLO UNIFIED SCHOOL DISTRICT
498 KELLY AVENUE
HALF MOON BAY, CA 94019

JURISDICTION:	SAN MATEO COUNTY
A.P.N.:	056-310-140 & 150
CURRENT ZONING:	.
EXISTING USE:	MULTIUSE
PROPOSED USE:	MULTIUSE, COMMUNICATIONS FACILITY
LATITUDE (NAD 83):	37.473039°
	37° 28' 22.94" N
LONGITUDE (NAD 83):	-122.429898°
	122° 25' 47.63" W

ACCESSIBILITY REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY IS NOT REQUIRED PER CBC2019, SECTION 11B-203.4 (LIMITED ACCESS SPACE)

POWER AGENCY:
PG&E
PH: (800) 743-5000

TELEPHONE AGENCY:
AT&T

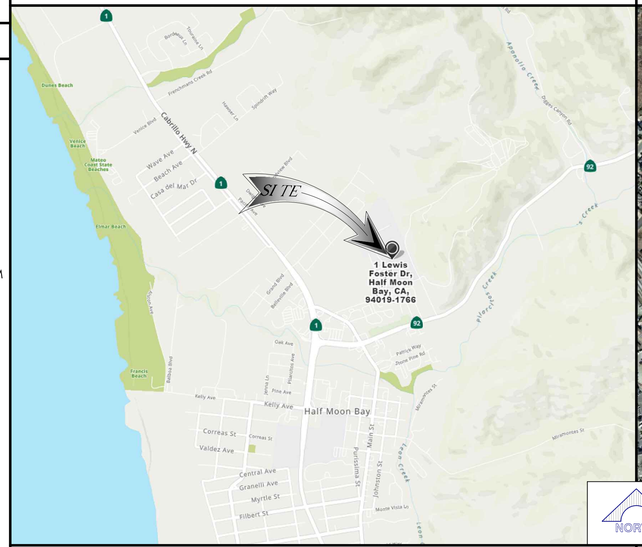
RFDS VERSION: 1.00
DATE: XX/XX/21

AT&T

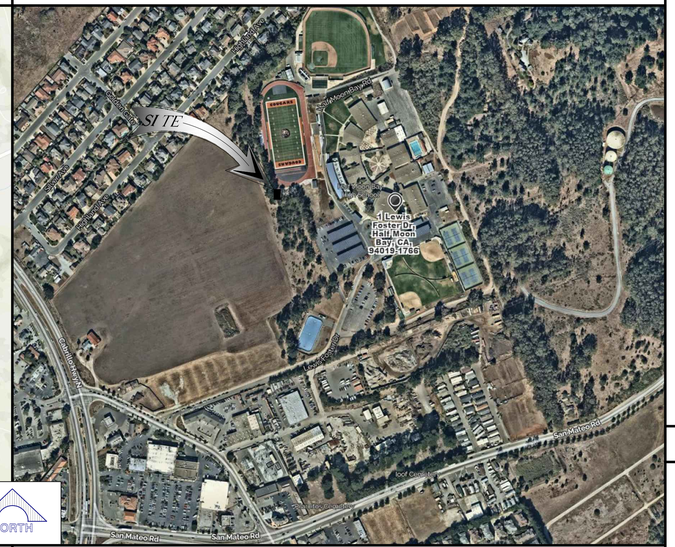
SITE NUMBER: CBL00001
SITE NAME: ----
SITE TYPE: MONOPINE / SHELTER
ADDRESS: 1 LEWIS FOSTER DRIVE HALF MOON BAY, CA 94019

USID: .
FA#: .

VICINITY MAP



LOCAL MAP



NORTH

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE PLANS ARE FORMATTED TO BE FULL SIZE AT 24" X 36". CONTRACTORS SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

STATEMENTS

STRUCTURAL ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWINGS SET. FOR ANALYSIS OF EXISTING AND/OR PROPOSED COMPONENTS, REFER TO STRUCTURAL ANALYSIS PROVIDED UNDER SEPARATE COVER.

ANTENNA MOUNT ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWING SET. FOR ANALYSIS OF MOUNT TO SUPPORT EXISTING AND/OR PROPOSED COMPONENTS, REFER TO ANTENNA MOUNT STRUCTURAL ANALYSIS PROVIDED UNDER SEPARATE COVER.

DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE: 5001 EXECUTIVE PKWY, SAN RAMON CA 94583

1. START OUT GOING NORTHEAST ON EXECUTIVE PKWY TOWARD CAMINO RAMON.
2. TURN RIGHT ONTO CAMINO RAMON.
3. TURN RIGHT ONTO BOLLINGER CANYON RD.
4. MERGE ONTO I-680 S TOWARD SAN JOSE.
5. MERGE ONTO I-580 W VIA EXIT 30B TOWARD DUBLIN/OAKLAND.
6. KEEP LEFT TO TAKE I-238 N VIA EXIT 34 TOWARD I-880.
7. MERGE ONTO I-880 S VIA EXIT 16A TOWARD SAN JOSE/SAN MATEO BR.
8. TAKE EXIT 27 TOWARD SAN MATEO BR/CA-92 W.
9. MERGE ONTO CA-92 W (PORTIONS TOLL) (ELECTRONIC TOLL COLLECTION ONLY).
10. TURN RIGHT ONTO MAIN ST.
11. TURN SHARP RIGHT ONTO LEWIS FOSTER DR.
12. 1 LEWIS FOSTER DR, HALF MOON BAY, CA 94019-1766, 1 LEWIS FOSTER DR IS ON THE LEFT.

DIGALERT
800-227-2600
Call 2 Full Working Days In Advance

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES AND MODIFICATIONS.

DISCIPLINE:	SIGNATURE	DATE
RF ENGINEER:		
AT&T PM:		
CIVIL:		
A&E:		
SAQ PM:		
PROPERTY OWNER:		

PROJECT DESCRIPTION

MODIFICATION TO AN UNMANNED TELECOMMUNICATIONS FACILITY, CONSISTING OF THE FOLLOWING:

PROPOSED SOW:
- (N) 75' HIGH MONOPINE
- INSTALL (12) PANEL ANTENNAS, TYP. 4 PER SECTOR
- INSTALL (3) RRUS 4478 B14 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS 8843 B2/B66A NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS 4415 B25 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS 4449 B5/B12 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS 4426 B66 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS E2 B29 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) RRUS 4415 B30 NEAR ANTENNAS, TYP. 1 PER SECTOR
- INSTALL (3) DC9 DOMES NEAR ANTENNAS
- INSTALL (1) ANTENNA MOUNT FRAME
- INSTALL (1) PROPOSED AT&T PREFABRICATED EQUIPMENT SHELTER ON CONCRETE PAD
- INSTALL (1) PROPOSED AT&T GPS UNIT MOUNTED ON EQUIPMENT SHELTER
- INSTALL (1) 30KW AC GENERATOR ON CONCRETE PAD
- INSTALL (6) 2" INNERDUCT WITH (9) POWER & (3) FIBER TRUNKS TO PROPOSED DC9
- INSTALL (1) NETSURE 721 DCPP RACK WITHIN SHELTER
- INSTALL (10) RECTIFIERS WITHIN NEW DCPP RACK
- INSTALL (2) STRINGS OF 185AH BATTERIES WITHIN NEW DCPP RACK
- INSTALL (2) EQUIPMENT RACKS WITHIN SHELTER
- INSTALL (3) DC12 SURGE SUPPRESSOR BOX MOUNTED ON (N) SHELTER EXTERIOR WALL
- INSTALL (2) 6630 BBU WITHIN PROPOSED EQUIPMENT RACK
- NEW AT&T U/G POWER & TELCO ROUTE FROM AT&T UTILITY H-FRAME WITH WEATHER-HEAD TO (E) UTILITY POLE, APPROX. 1500'

SHEET INDEX

		REV.
T-1	TITLE SHEET	B
C-1	SITE SURVEY	0
C-2	SITE SURVEY	0
GN-1	GENERAL NOTES	B
A-1	OVERALL SITE PLAN	B
A-2	SITE PLAN & ENLARGED SITE PLAN	B
A-3	PROPOSED EQUIPMENT COMPOUND PLAN	B
A-4	PROPOSED EQUIPMENT & ANTENNA PLANS	B
A-5	PROPOSED ELEVATIONS	B

PREPARED FOR

AT&T

5001 EXECUTIVE PKWY,
SAN RAMON CA 94583

Vendor:

J5 INFRASTRUCTURE PARTNERS

23 MAUCHLY, SUITE 110
IRVINE, CALIFORNIA 92618

P-057796

AT&T Site ID:

CBL00001

REV	DATE	DESCRIPTION	INT.
B	12/14/21	ADD SURVEY	MM3
A	12/03/21	90% ZD	MM3

Licensor:

It is a violation of law for any persons, unless they are acting under the direction of a licensed professional engineer, to alter this document

Issued For:

CBL00001

----

1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA
94019

Sheet Title:

TITLE SHEET

Sheet Number:

T-1

NOTES:

APN: 056-310-140
OWNER: CABRILLO UNIFIED SCHOOL DISTRICT

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY OF ANY PARCEL OF LAND, NOR DOES IT IMPLY OR INFER THAT A BOUNDARY SURVEY WAS PERFORMED. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION. PROPERTY LINES AND LINES OF TITLE WERE NEITHER INVESTIGATED NOR SURVEYED AND SHALL BE CONSIDERED APPROXIMATE ONLY. NO PROPERTY MONUMENTS WERE SET.

THE EASEMENTS (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN PLOTTED BASED SOLELY ON INFORMATION CONTAINED IN THE TITLE REPORT BY: XXXXX XXXXXXXX TITLE COMPANY, FILE NO. XXXXXXX, DATED XXXXXXX XX, XXXX. WITHIN SAID TITLE REPORT THERE ARE XXXXXXX (XX) EXCEPTIONS LISTED, XXXX (X) OF WHICH ARE EASEMENTS AND XXX (X) OF WHICH CAN NOT BE PLOTTED.

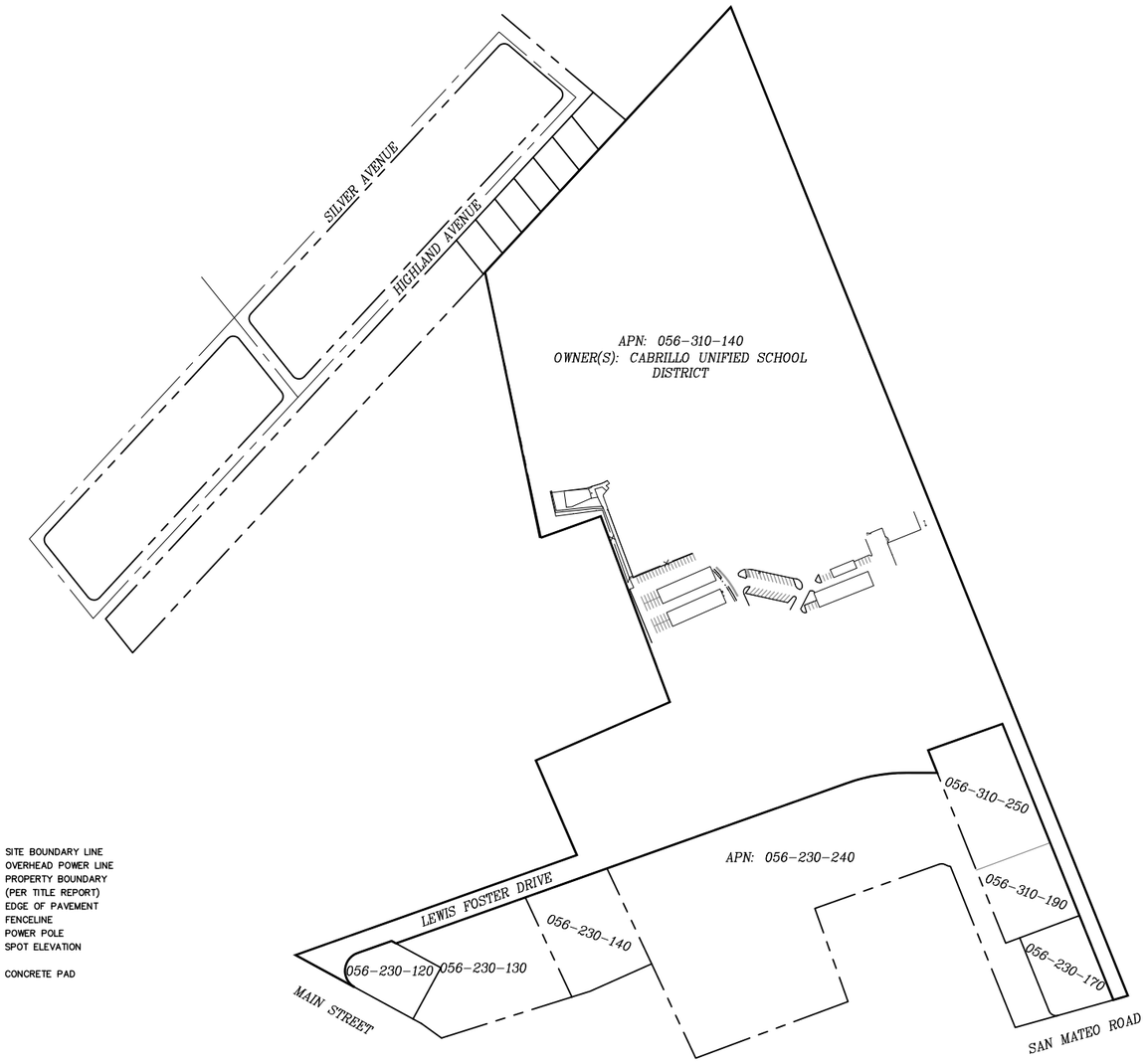
THE UNDERGROUND UTILITIES (IF ANY) THAT APPEAR ON THIS MAP HAVE BEEN LOCATED BY FIELD OBSERVATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD RATE MAP FOR COMMUNITY NO. 060319, PANEL NO. 0260E, DATED OCTOBER 16, 2012 SHOWS THAT THE LOCATION OF THIS SITE FALLA WITHIN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE LATITUDE AND LONGITUDE AT THE LOCATION AS SHOWN WAS DETERMINED BY GPS OBSERVATIONS.

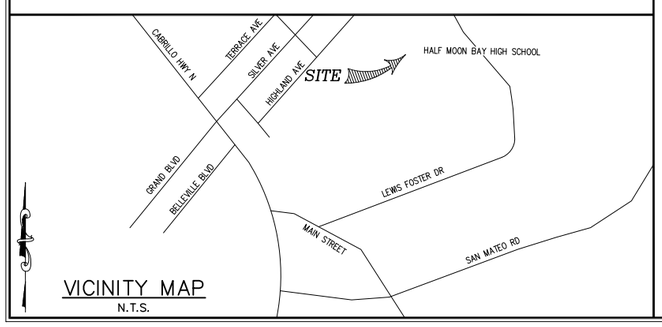
LAT. 37° 28' 22.94" N. NAD 83 (37.473039)
LONG. 122° 25' 47.63" W. NAD 83 (-122.429898°)
ELEV. 102.2' NAVD 88 (BASIS OF DRAWING)

The information shown above meets or exceeds the requirements set forth in FAA order 8260.19D for 1-A accuracy (± 20' horizontally and ± 3' vertically). The horizontal datum (coordinates) are expressed as degrees, minutes and seconds, to the nearest hundredth of a second. The vertical datum (heights) are expressed in feet and decimaLA thereof and are determined to the nearest 0.1 foot.



LEGEND

- SITE BOUNDARY LINE
- OVERHEAD POWER LINE
- PROPERTY BOUNDARY (PER TITLE REPORT)
- EDGE OF PAVEMENT
- FENCELINE
- POWER POLE
- +100.00 SPOT ELEVATION
- CONCRETE PAD



VICINITY MAP
N.T.S.



200' 100' 0 200' 400'
SCALE: 1" = 200'

AT&T

PREPARED FOR:

INFRASTRUCTURE PARTNERS
23 MAUCHLY #110,
IRVINE, CA 92618

PREPARED BY:

SMITHCO
SURVEYING & ENGINEERING
P.O. BOX 81626 BAKERSFIELD, CA 93380
PHONE: (661) 393-1217 FAX: (661) 393-1218

ALL DRAWINGS AND WRITTEN MATERIAL CONTAINED HEREIN ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

PROFESSIONAL SEAL:

REVISION

#	DATE	DESCRIPTION	BY
0	12/09/21	PRELIMINARY ISSUE	LA
1			
2			
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SMITHCO JOB NO.: 56-1308

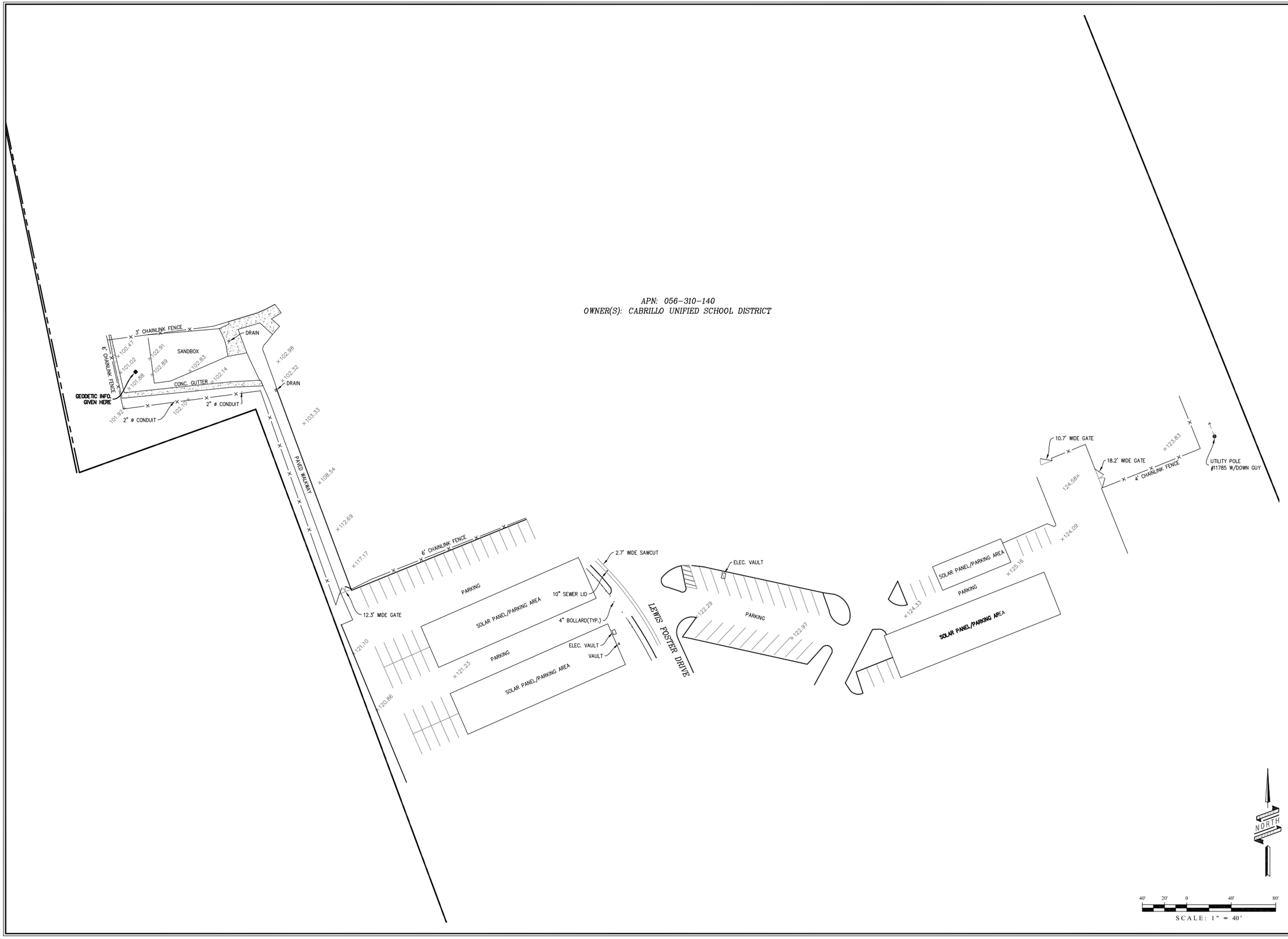
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HALF MOON BAY HIGH SCHOOL

1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA 94019
SAN MATEO COUNTY

C - 1

APN: 056-310-140
OWNER(S): CABRILLO UNIFIED SCHOOL DISTRICT



AT&T

PREPARED FOR:

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PROFESSIONAL SEAL:

REVISION

#	DATE	DESCRIPTION	BY
0	12/09/21	PRELIMINARY ISSUE	LA
1			
2			
3			
4			
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9			

SMITHCO JOB NO.: 56-1308

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HALF MOON BAY HIGH SCHOOL

1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA 94019
SAN MATEO COUNTY

C - 2

GENERAL CONSTRUCTION NOTES:

1. PLANS ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CBC / UBC'S REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWINGS, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.
7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
8. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON THE PLAN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT / ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
10. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICALLY, PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT / ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT / ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.
11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
12. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED / DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO IT'S ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS-BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO THE ARCHITECT / ENGINEER AT COMPLETION OF PROJECT.
13. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
14. INCLUDE MISC. ITEMS PER AT&T SPECIFICATIONS

APPLICABLE CODES, REGULATIONS AND STANDARDS:

1. SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.
2. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
3. SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
   - 3.1. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
   - 3.2. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, FIFTEENTH EDITION
   - 3.3. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARD FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
   - 3.4. INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
   - 3.5. IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")
   - 3.6. TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS TELCORDIA GR-63 NETWORK
   - 3.7. EQUIPMENT-BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
   - 3.8. TELCORDIA GR-347 CENTRAL OFFICE POWER WIRING
   - 3.9. TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS
   - 3.10. TELCORDIA GR-1503 COAXIAL CABLE CONNECTIONS
   - 3.11. ANY AND ALL OTHER LOCAL & STATE LAWS AND REGULATIONS
   - 3.12. FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS:

A.B.	ANCHOR BOLT	FDN.	FOUNDATION	SCH.	SCHEDULE
ABV.	ABOVE	F.O.C.	FACE OF CONCRETE	SHT.	SHEET
ACCA	ANTENNA CABLE COVER ASSEMBLY	F.O.M.	FACE OF MASONRY	SIM.	SIMILAR
ADD'L	ADDITIONAL	F.O.S.	FACE OF STUD	SPEC.	SPECIFICATIONS
A.F.F.	ABOVE FINISHED FLOOR	F.O.W.	FACE OF WALL	SQ.	SQUARE
A.F.G.	ABOVE FINISHED GRADE	F.S.	FINISH SURFACE	S.S.	STAINLESS STEEL
ALUM.	ALUMINUM	FT.(')	FOOT (FEET)	STD.	STANDARD
ALT.	ALTERNATE	FTG.	FOOTING	STL.	STEEL
ANT.	ANTENNA	G.	GROWTH (CABINET)	STRUC.	STRUCTURAL
APPRX.	APPROXIMATE(LY)	GA.	GAUGE	TEMP.	TEMPORARY
ARCH.	ARCHITECT(URAL)	GI.	GALVANIZE(D)	THK.	THICK(NESS)
AWG.	AMERICAN WIRE GAUGE	G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	T.N.	TOE NAIL
BLDG.	BUILDING	GLB. (GLU-LAM)	GLUE LAMINATED BEAM	T.O.A.	TOP OF ANTENNA
BLK.	BLOCK	GPS	GLOBAL POSITIONING SYSTEM	T.O.C.	TOP OF CURB
BLKG.	BLOCKING	GRND.	GROUND	T.O.F.	TOP OF FOUNDATION
BM.	BEAM	HDR.	HEADER	T.O.P.	TOP OF PLATE (PARAPET)
B.N.	BOUNDARY NAILING	HGR.	HANGER	T.O.S.	TOP OF STEEL
BTCW.	BARE TINNED COPPER WIRE	HT.	HEIGHT	T.O.W.	TOP OF WALL
B.O.F.	BOTTOM OF FOOTING	ICGB.	ISOLATED COPPER GROUND BUS	TYP.	TYPICAL
B/U	BACK-UP CABINET	IN. (")	INCH(ES)	U.G.	UNDER GROUND
CAB.	CABINET	INT.	INTERIOR	U.L.	UNDERWRITERS LABORATORY
CANT.	CANTILEVER(ED)	LB.(#)	POUND(S)	U.N.O.	UNLESS NOTED OTHERWISE
C.I.P.	CAST IN PLACE	L.B.	LAG BOLTS	V.I.F.	VERIFY IN FIELD
CLG.	CEILING	L.F.	LINEAR FEET (FOOT)	W	WIDE (WIDTH)
CLR.	CLEAR	L.	LONG(ITUDINAL)	w/	WITH
COL.	COLUMN	MAS.	MASONRY	WD.	WOOD
CONC.	CONCRETE	MAX.	MAXIMUM	W.P.	WEATHERPROOF
CONN.	CONNECTION(OR)	M.B.	MACHINE BOLT	WT.	WEIGHT
CONST.	CONSTRUCTION	MECH.	MECHANICAL	℄	CENTERLINE
CONT.	CONTINUOUS	MFR.	MANUFACTURER	ℙ	PLATE, PROPERTY LINE
d	PENNY (NAILS)	MIN.	MINIMUM		
DBL.	DOUBLE	MISC.	MISCELLANEOUS		
DEPT.	DEPARTMENT	MTL.	METAL		
D.F.	DOUGLAS FIR	(N)	NEW		
DIA.	DIAMETER	NO.(#)	NUMBER		
DIAG.	DIAGONAL	N.T.S.	NOT TO SCALE		
DIM.	DIMENSION	O.C.	ON CENTER		
DWG.	DRAWING(S)	OPNG.	OPENING		
DWL.	DOWEL(S)	P/C	PRECAST CONCRETE		
EA.	EACH	PCS	PERSONAL COMMUNICATION SERVICES		
EL.	ELEVATION	PLY.	PLYWOOD		
ELEC.	ELECTRICAL	PPC	POWER PROTECTION CABINET		
ELEV.	ELEVATOR	PRC	PRIMARY RADIO CABINET		
EMT.	ELECTRICAL METALLIC TUBING	P.S.F.	POUNDS PER SQUARE FOOT		
E.N.	EDGE NAIL	P.S.I.	POUNDS PER SQUARE INCH		
ENG.	ENGINEER	P.T.	PRESSURE TREATED		
EQ.	EQUAL	PWR.	POWER (CABINET)		
EXP.	EXPANSION	QTY.	QUANTITY		
EXST.(E)	EXISTING	RAD.(R)	RADIUS		
EXT.	EXTERIOR	REF.	REFERENCE		
FAB.	FABRICATION(OR)	REINF.	REINFORCEMENT(ING)		
F.F.	FINISH FLOOR	REQ'D/	REQUIRED		
F.G.	FINISH GRADE	RGS.	RIGID GALVANIZED STEEL		
FIN.	FINISH(ED)				
FLR.	FLOOR				

SYMBOLS LEGEND:

- BLDG. SECTION (1 / A-300 — 1 / A-300)
- WALL SECTION (A-5 / A-310)
- DETAIL (D5 / A-500)
- ELEVATION (C1 / A-113; A4 / A-113; C4 / A-113; A1 / A-113)
- DOOR SYMBOL (001)
- WINDOW SYMBOL (10)
- TILT-UP PANEL MARK (3)
- PROPERTY LINE
- CENTERLINE
- ELEVATION DATUM (+0")
- GRID/COLUMN LINE (A)
- KEYNOTE, DIMENSION ITEM (3)
- KEYNOTE, CONSTRUCTION ITEM (2)
- WALL TYPE MARK (W- 3)
- ROOM NAME / ROOM NUMBER (OFFICE 101)

- GROUT OR PLASTER
- (E) BRICK
- (E) MASONRY
- CONCRETE
- EARTH
- GRAVEL
- PLYWOOD
- SAND
- PLYWOOD
- SAND
- (E) STEEL
- MATCH LINE
- GROUND CONDUCTOR
- OH — OVERHEAD SERVICE CONDUCTORS
- Tel — TELEPHONE CONDUIT
- Pwr — POWER CONDUIT
- Coax — COAXIAL CABLE
- CHAIN LINK FENCE
- WOOD FENCE
- (N) ANTENNA
- (N) RRU
- (N) DC SURGE SUPPRESSION
- (F) ANTENNA
- (F) RRU
- (E) EQUIPMENT

PREPARED FOR

AT&T

5001 EXECUTIVE PKWY,
SAN RAMON CA 94583

Vendor:

INFRASTRUCTURE PARTNERS

23 MAUCHLY, SUITE 110
IRVINE, CALIFORNIA 92618

P-057796

AT&T Site ID:

CBL00001

REV	DATE	DESCRIPTION	INT.
B	12/14/21	ADD SURVEY	MM3
A	12/03/21	90% ZD	MM3

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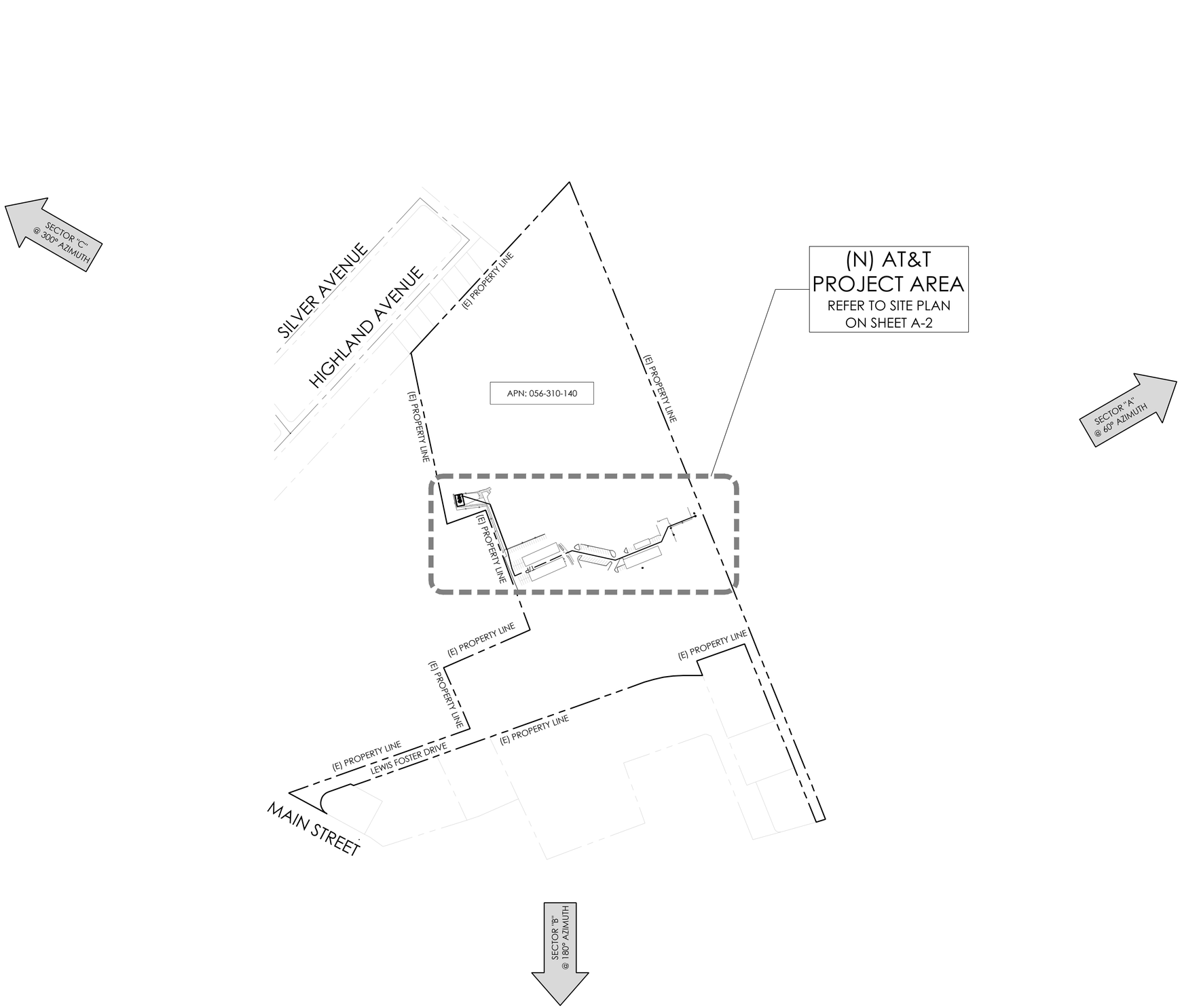
1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA
94019

Sheet Title:

GENERAL NOTES

Sheet Number:

GN-1



1 OVERALL SITE PLAN

24"x36" SCALE: 1" = 200'-0"
11"x17" SCALE: 1" = 400'-0"

200' 100' 0" 200'

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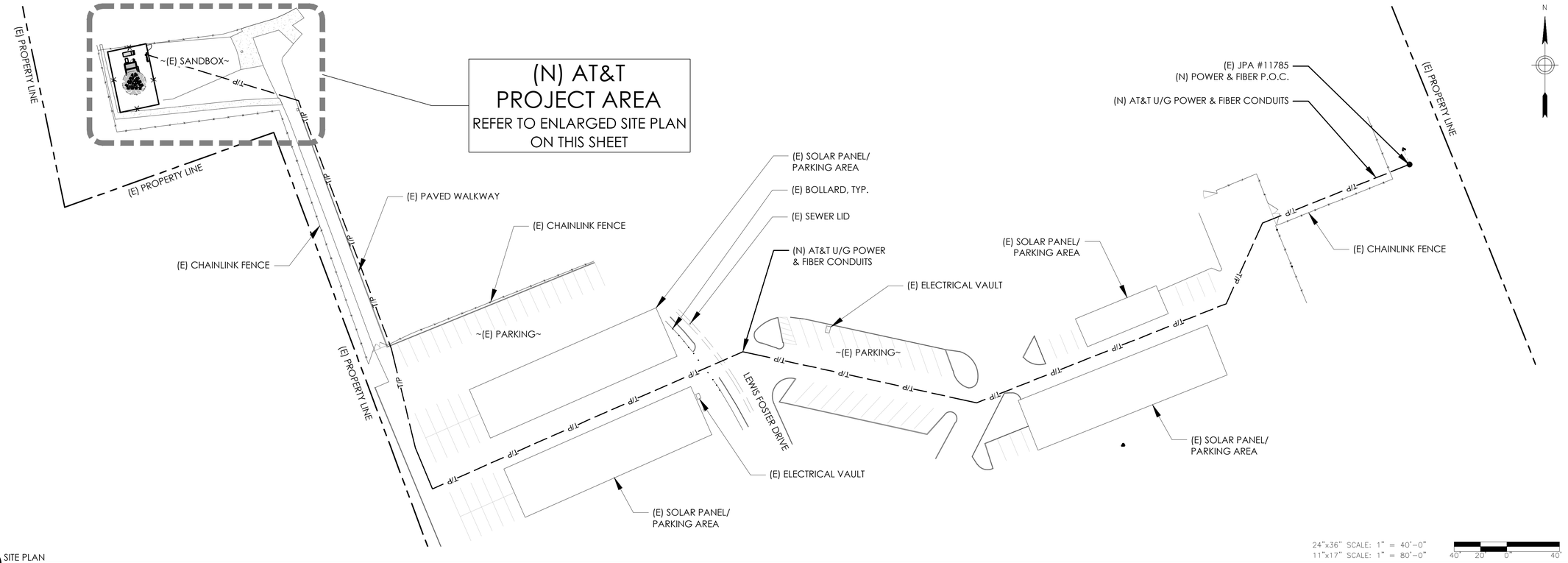
1 LEWIS FOSTER DRIVE
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94019

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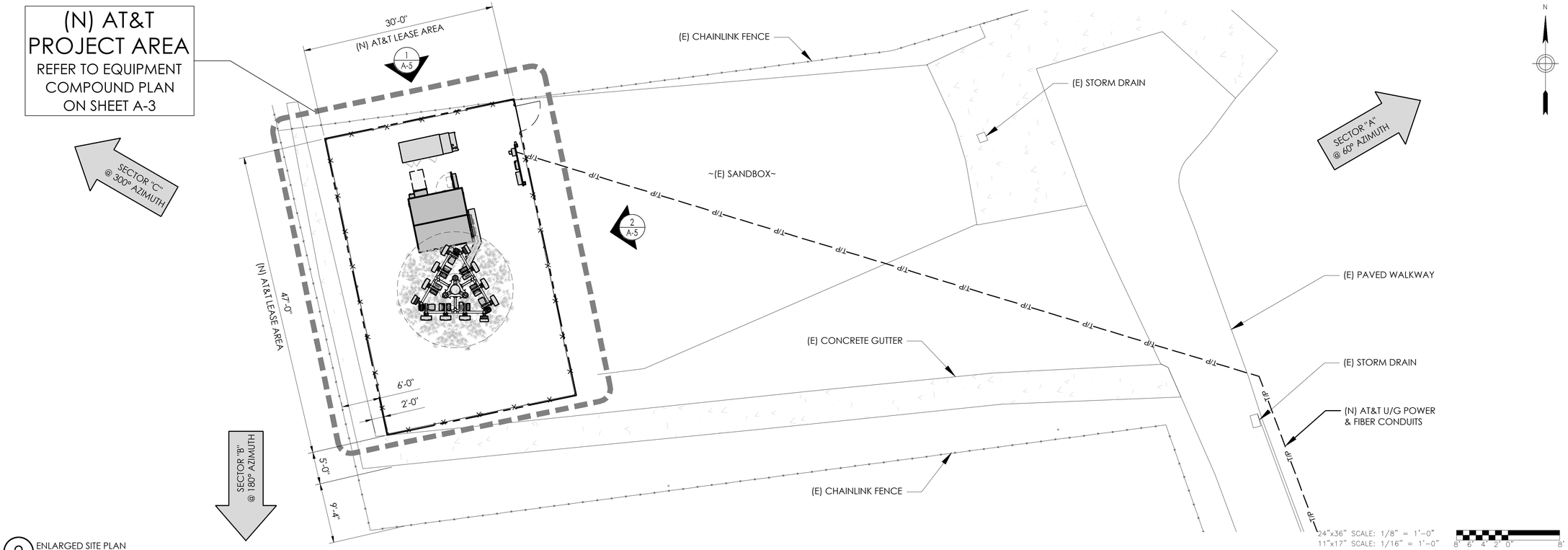
OVERALL SITE PLAN

Sheet Number:

A-1



1 SITE PLAN



2 ENLARGED SITE PLAN

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JS INFRASTRUCTURE PARTNERS

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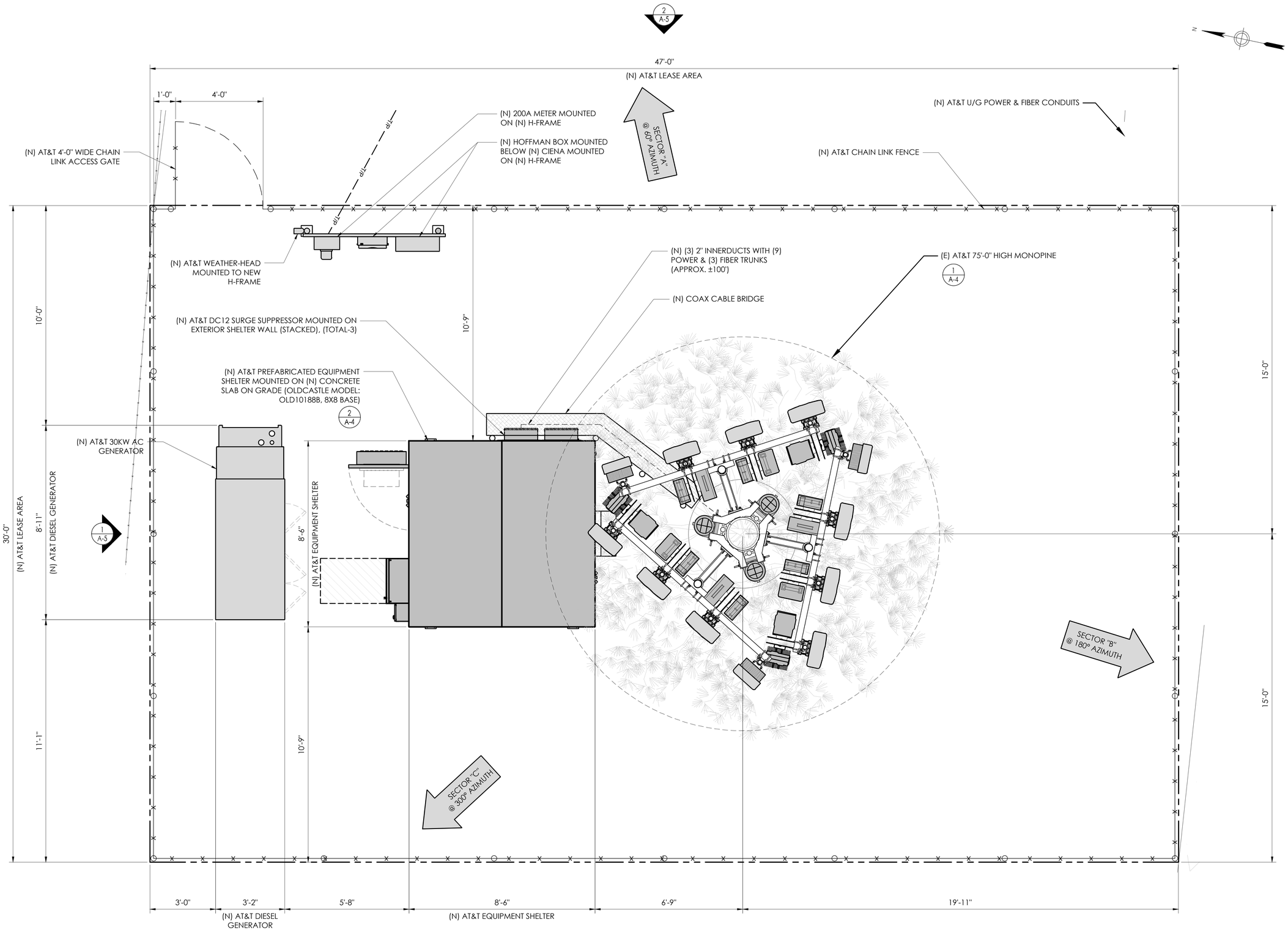
1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA
94019

Sheet Title:

**SITE PLAN &
ENLARGED SITE PLAN**

Sheet Number:

A-2



1 PROPOSED EQUIPMENT COMPOUND PLAN

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"

2' 1' 0" 2'

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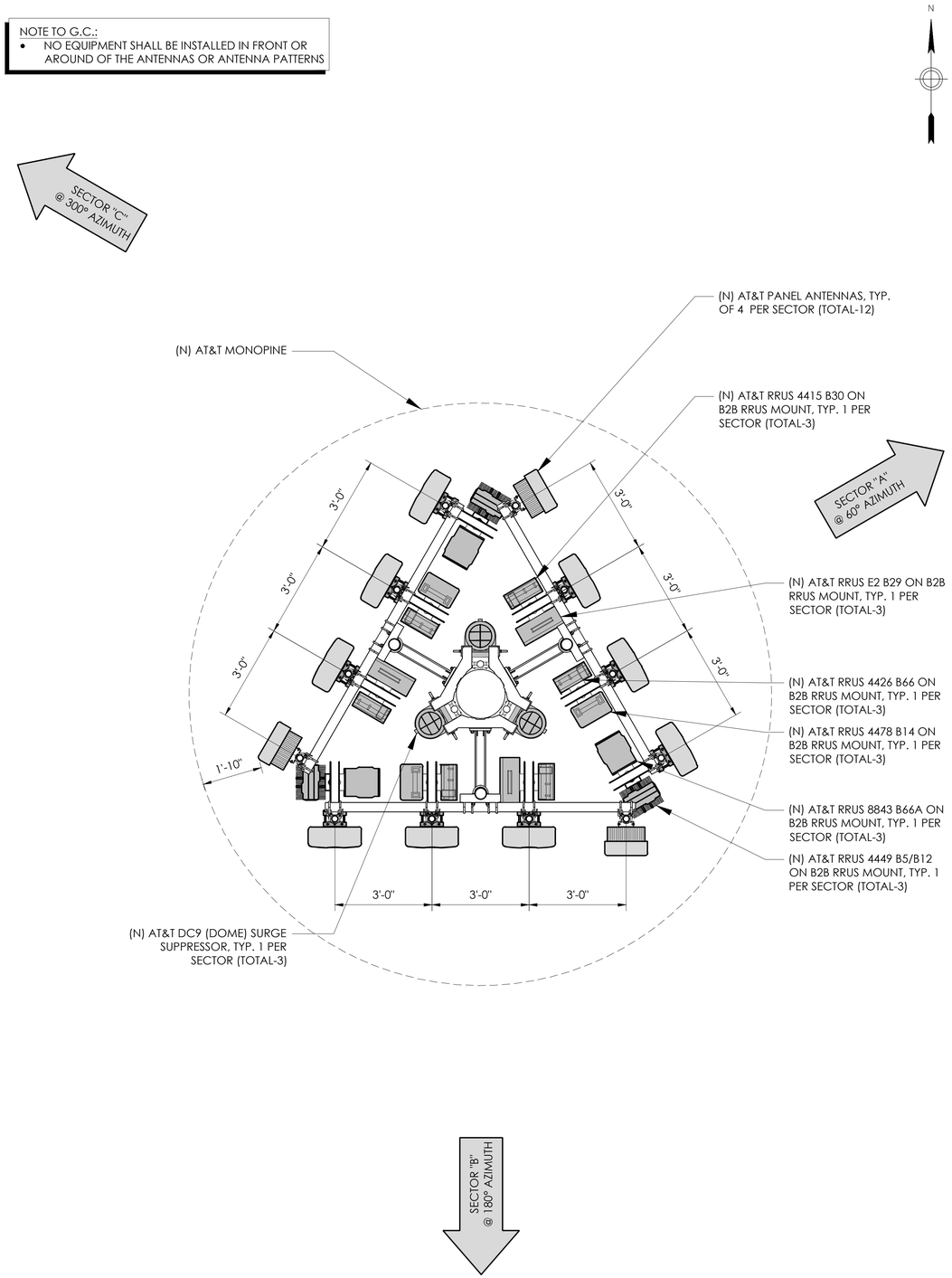
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PROPOSED EQUIPMENT COMPOUND PLAN

Sheet Number:

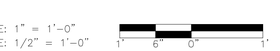
A-3

NOTE TO G.C.:
- NO EQUIPMENT SHALL BE INSTALLED IN FRONT OR AROUND OF THE ANTENNAS OR ANTENNA PATTERNS

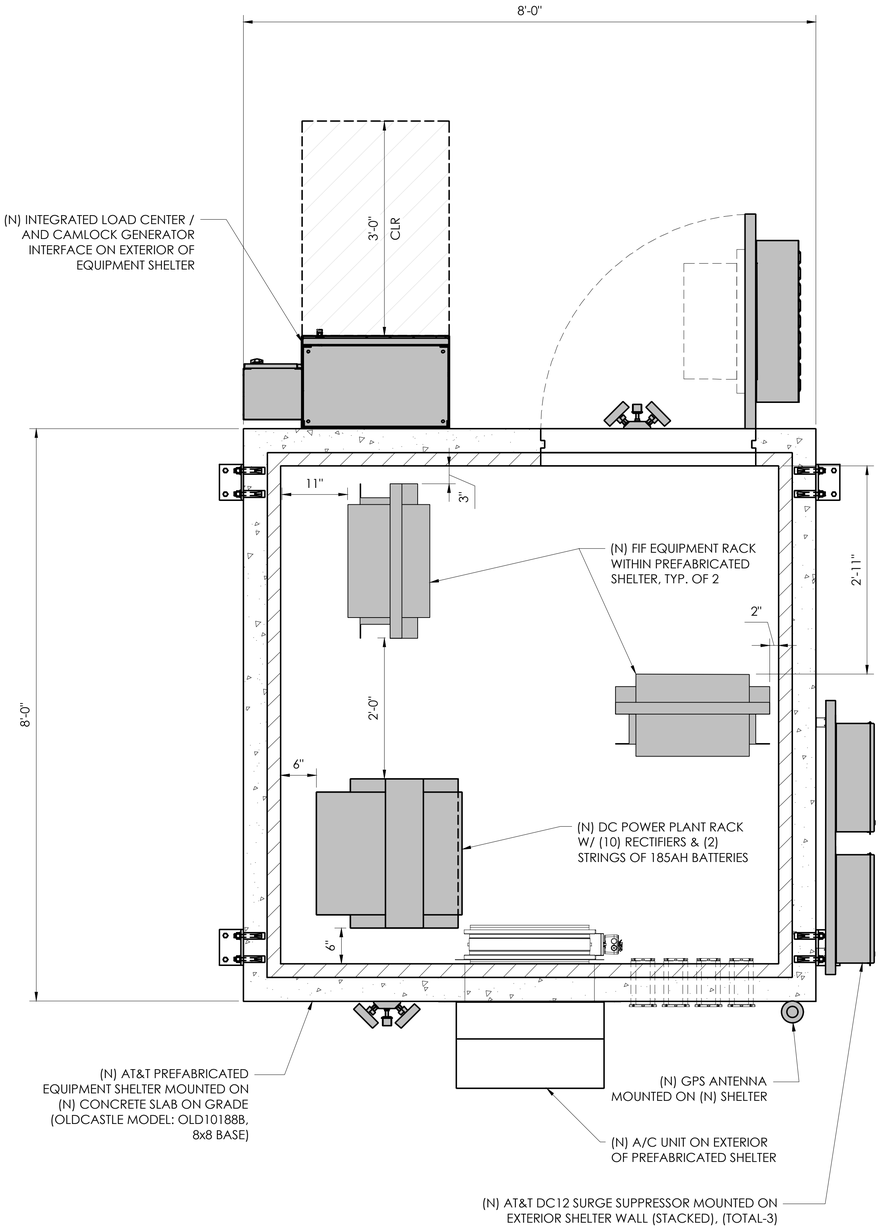


1 PROPOSED ANTENNA PLAN

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"







2 PROPOSED EQUIPMENT PLAN

24"x36" SCALE: 1" = 1'-0"
11"x17" SCALE: 1/2" = 1'-0"

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94019

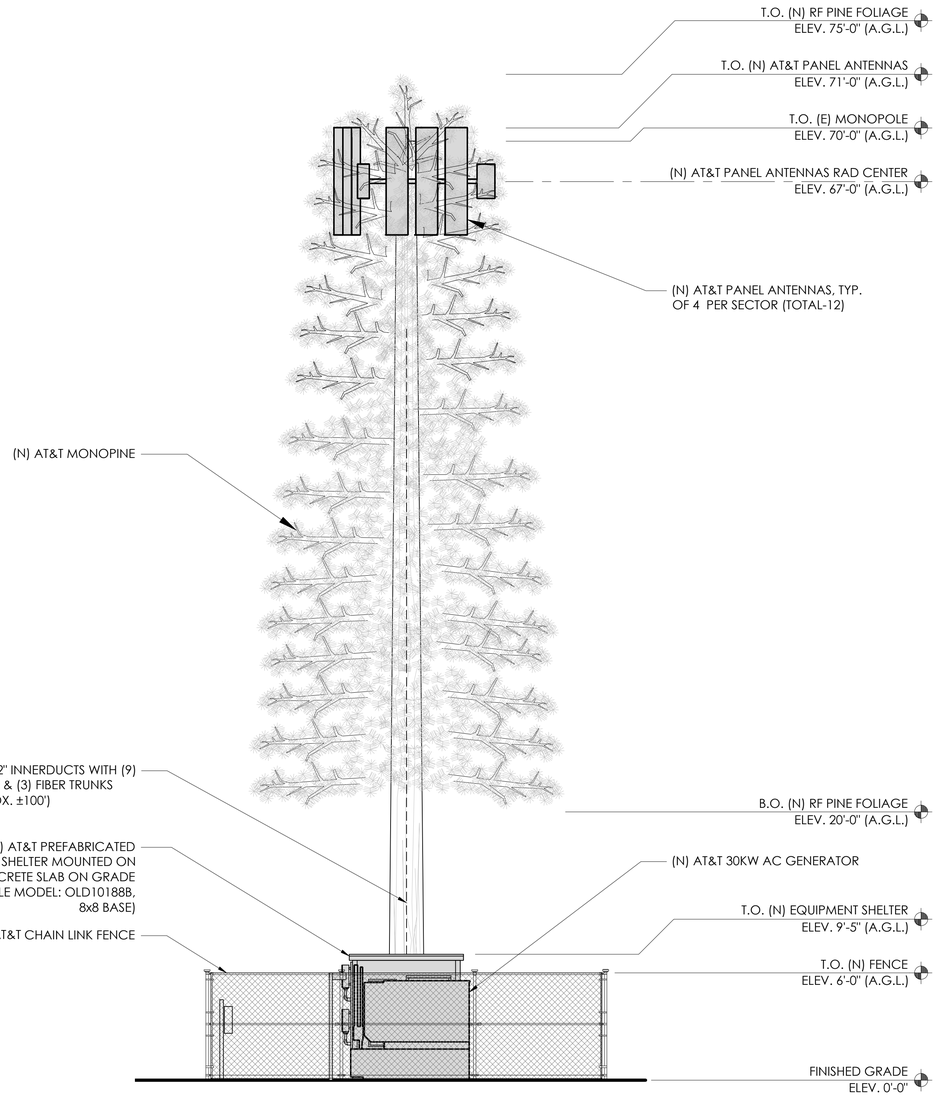
Sheet Title:

PROPOSED EQUIPMENT & ANTENNA PLANS

Sheet Number:

A-4

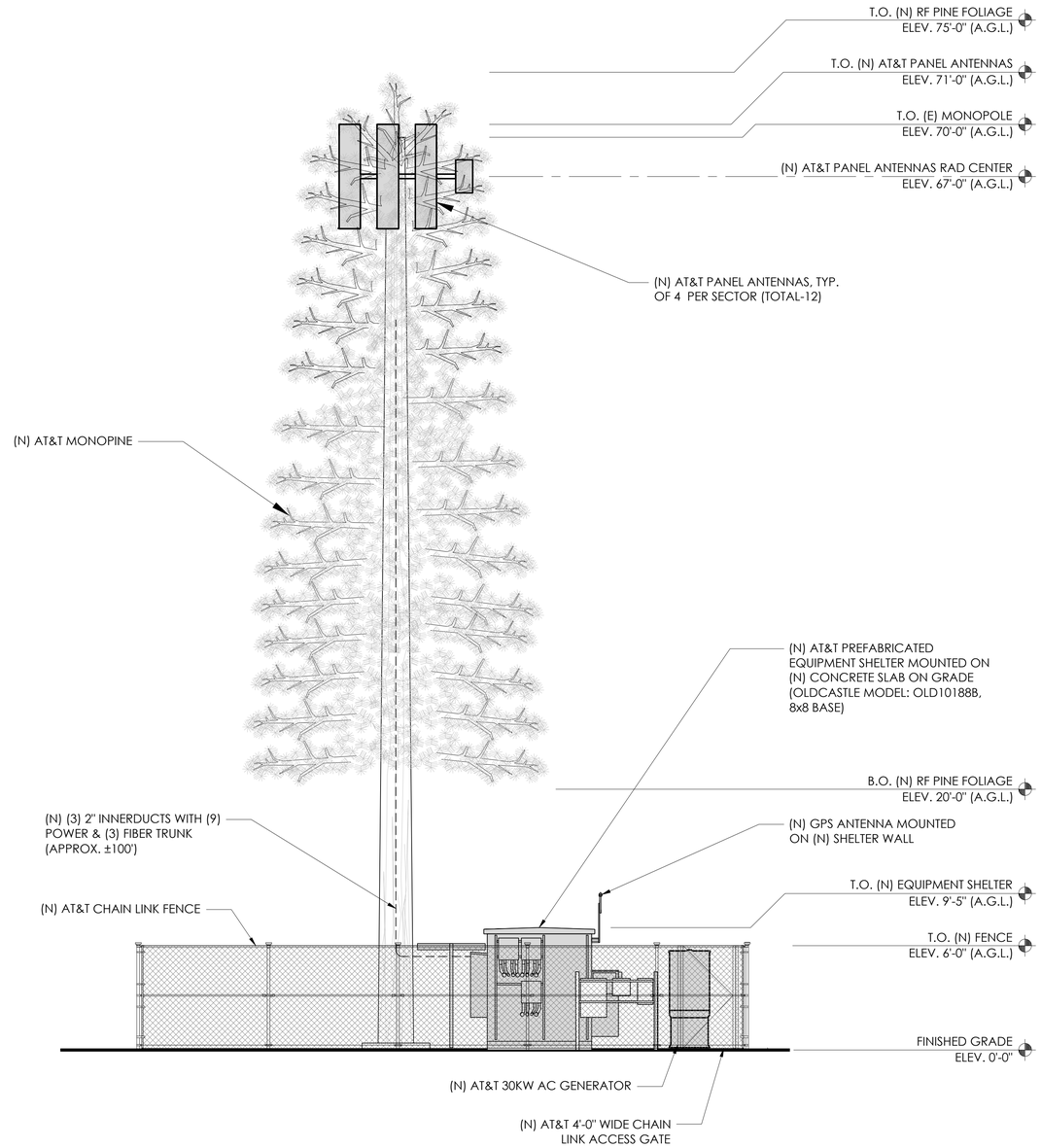
NOTE:
1. NEW, NON-AIR ANTENNAS SHALL BE PAINTED TO MATCH THE EXTERIOR COLOR OF THE EXISTING BUILDING.
2. NEW AIR 6449 ANTENNAS SHALL NOT BE PAINTED; INSTALL 3M CONCEALMENT FILM ON AIR ANTENNAS.
3. ALL (P) NON-AIR ANTENNAS SHALL BE COVERED WITH RF PINE SOCK.
4. SURGE ARRESTORS & RRUS ARE NOT SHOWN FOR CLARITY



24"x36" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

1 PROPOSED NORTH ELEVATION

NOTE:
1. NEW, NON-AIR ANTENNAS SHALL BE PAINTED TO MATCH THE EXTERIOR COLOR OF THE EXISTING BUILDING.
2. NEW AIR 6449 ANTENNAS SHALL NOT BE PAINTED; INSTALL 3M CONCEALMENT FILM ON AIR ANTENNAS.
3. ALL (P) NON-AIR ANTENNAS SHALL BE COVERED WITH RF PINE SOCK.
4. SURGE ARRESTORS & RRUS ARE NOT SHOWN FOR CLARITY



24"x36" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

2 PROPOSED EAST ELEVATION

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AT&T Site ID:

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REV	DATE	DESCRIPTION	INT.
B	12/14/21	ADD SURVEY	MM3
A	12/03/21	90% ZD	MM3

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1 LEWIS FOSTER DRIVE
HALF MOON BAY, CA
94019

Sheet Title:

PROPOSED ELEVATIONS

Sheet Number:

A-5

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: February 10, 2022
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Public Hearing/Action
ITEM TITLE: Public Hearing and Adjustment of Trustee Area Boundaries

BACKGROUND INFORMATION

The current Board of Education trustee areas in CUSD have population differences according to the 2020 Census that exceed the maximum allowed. Demographer Tom Williams presented to the CUSD governing Board his preliminary findings at the December 14, 2021 Governing Board meeting. Mr. Williams will present and discuss with the CUSD Board a detailed and final report of findings and proposed alternatives.

FISCAL ANALYSIS

None.

RECOMMENDATION

It is recommended that the Governing Board receive information from Tom Williams of Enrollment Projection Consultants on the status of and recommendations for redistricting, hold a Public Hearing to receive and consider input regarding the composition of trustee area maps to be used in the adjustment of trustee area boundaries, and approve a final set of trustee area maps that are compliant with law after new census data requires revisions.

Potential Trustee Areas Alternatives 1 (A-C) and 6

February 10, 2022, Board Presentation

by Thomas Williams of

Enrollment Projection Consultants

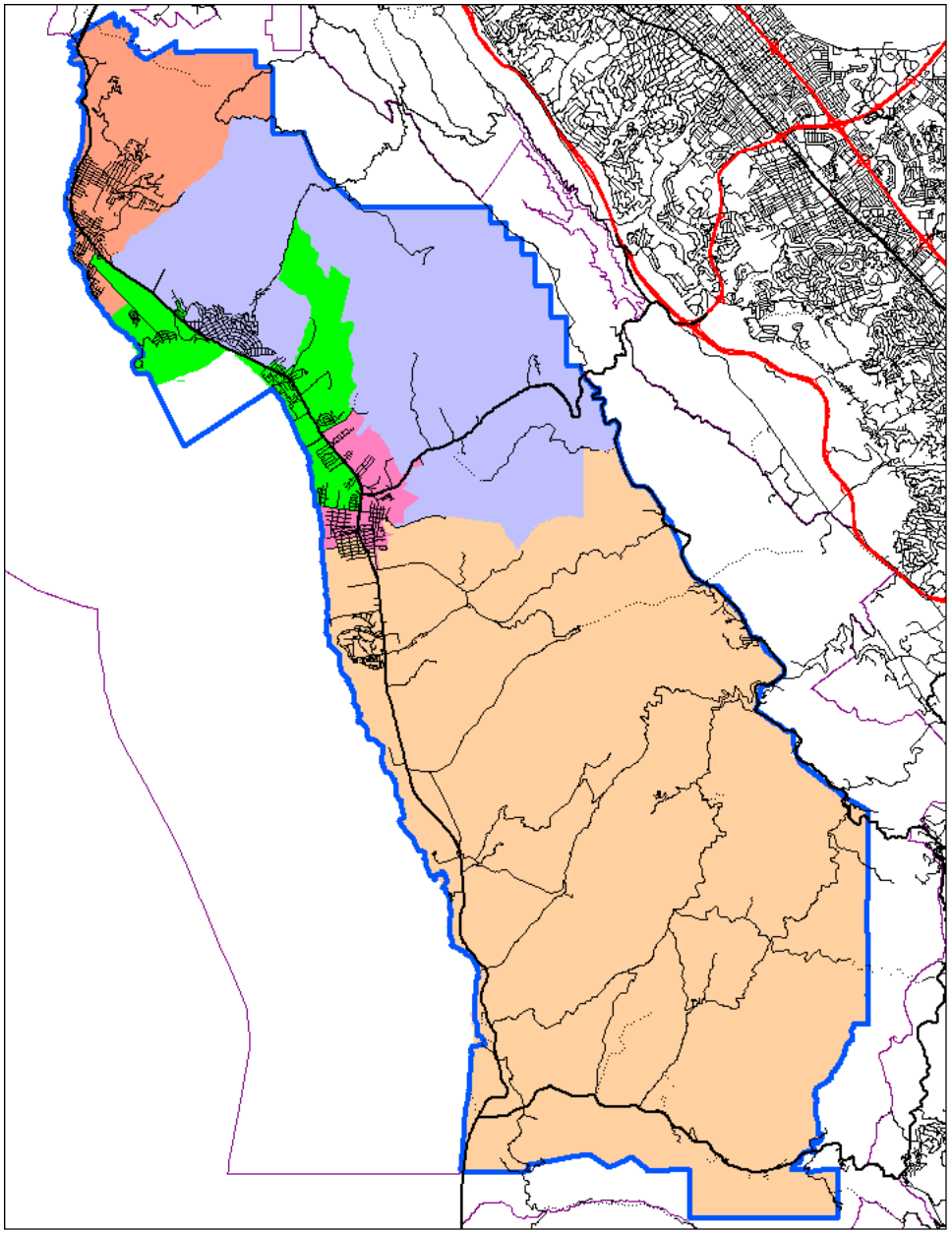
The current CUSD Board of Education trustee areas have population differences in the 2020 Census that exceed the maximum 10% allowed between the largest and smallest populations, so new trustee areas need to be adopted.

At the January 20, 2022, meeting, Board members stated a preference that the trustee area options presented at this meeting be just Alternatives 1 and 6 out of the six alternatives that were previously presented. The Alternative 1 goal is to change the current areas only to the degree necessary to have the largest and smallest populations be within 10% of each other. The criteria for setting the Alternative 6 boundaries included (1) locations of the current areas and (2) trying to follow major streets or other neighborhood or rural jurisdictional separators when making changes to the current areas. Limiting divisions of local neighborhoods, to the extent feasible, was given higher priority than having a difference of less than 7% between the largest and smallest populations. Both alternatives keep the trustees' homes in their current areas, which gives those communities the option to retain their current trustees.

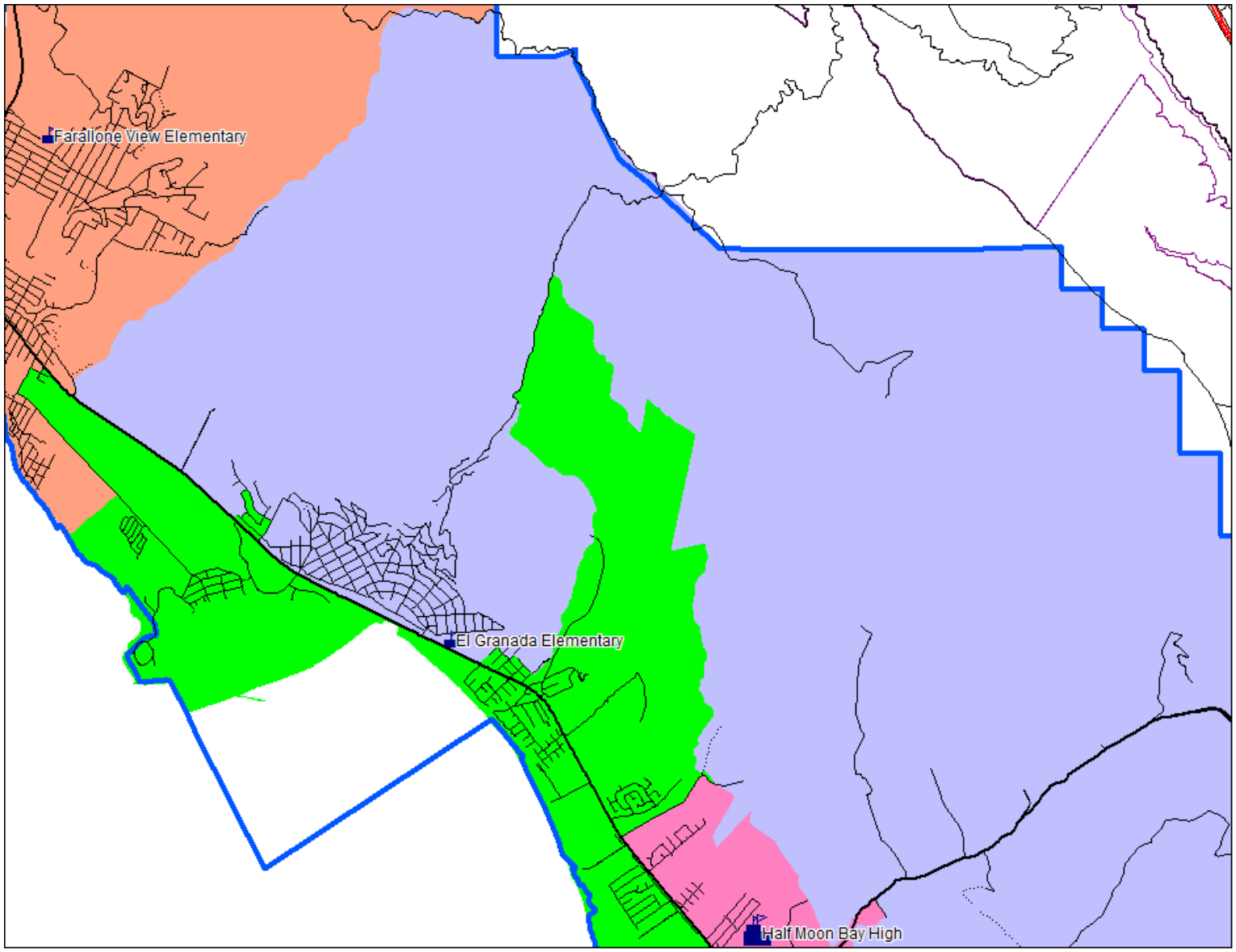
The sole change from the current areas for the original Alternative 1, which is now labeled 1A, is to shift from area E to area B streets on the west side of Highway 35 down to, and including, west of the Kings Mountain fire station. The result is a 9.8% difference between areas with the largest and smallest populations. Continued neighborhood splits maintained under 1A are the El Granada areas around Coral Reef Avenue and Cortez Avenue and the Half Moon Bay areas around southernmost South Main Street and by Filbert Street. The latter, however, is part of an area west of Highway 1 between Kelly Avenue and Seymour Street that has too large of a population to avoid being split under any alternative. Also split is a small part of Moss Beach west of Highway 1 around Marine Blvd, where the 2020 Census block statistics do not allow a current trustee boundary to be recreated. The Kings Mountain community will be split by the changed boundary. Also provided are new Alternatives 1B and 1C with a slightly revised boundary between trustee areas A, B and C that remove the small Moss Beach split but create a small Princeton split at California Avenue.

Alternative 6 has large revisions to the current areas. All of the El Granada vicinity east of Highway 1 is in trustee area B, with a southeast edge of Miramar Drive between Highway 1 and Purisima Way and then Purisima Way into the hills (splitting that small neighborhood). The necessary split for the large area west of Highway 1 between Kelly Avenue and Seymour Street is Poplar Street. The neighborhood by Stone Pine Road is put in trustee area C, while the other neighborhoods in that part of Half Moon Bay are in area D. This alternative also splits Princeton at California Ave.

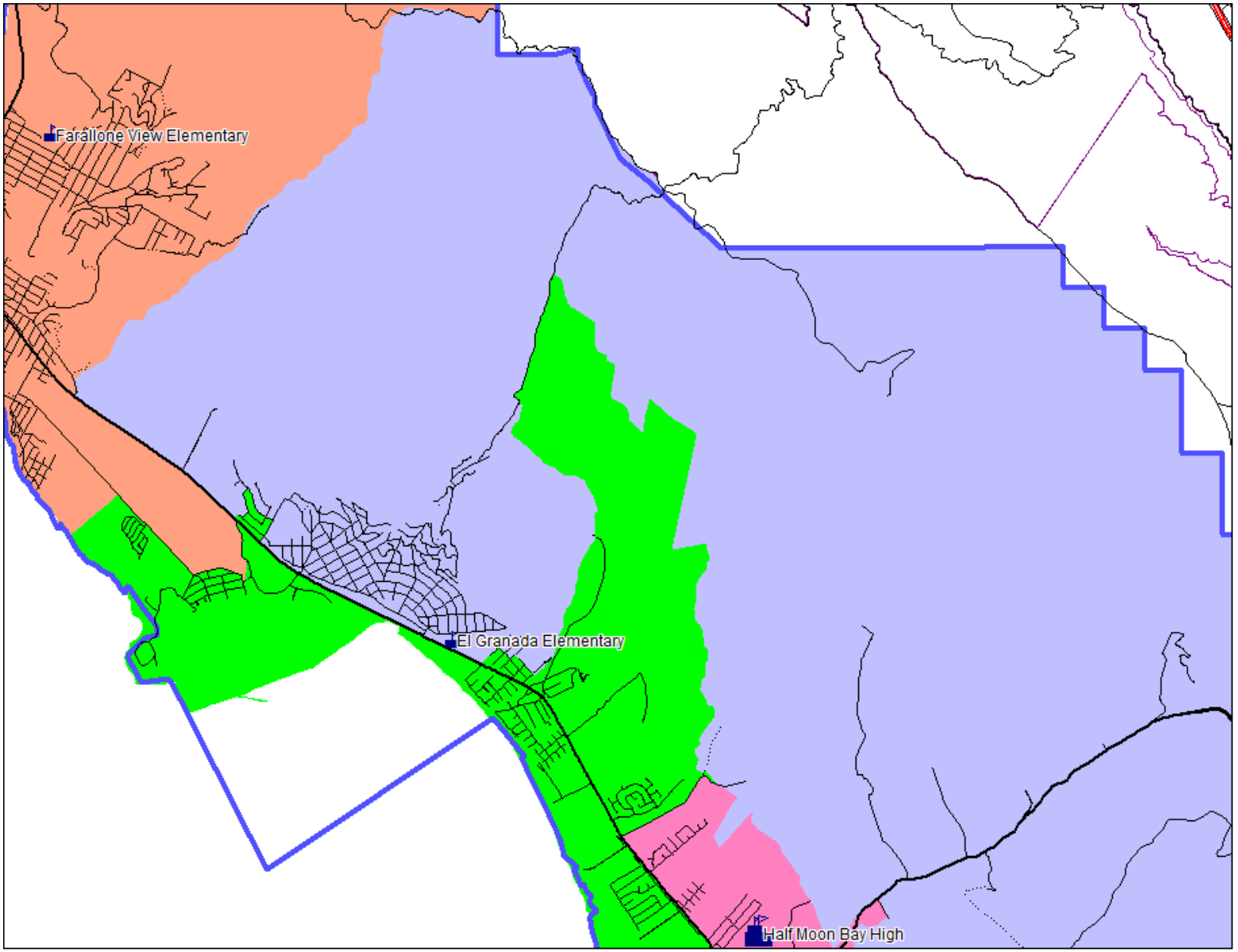
Current Trustee Areas: District Region



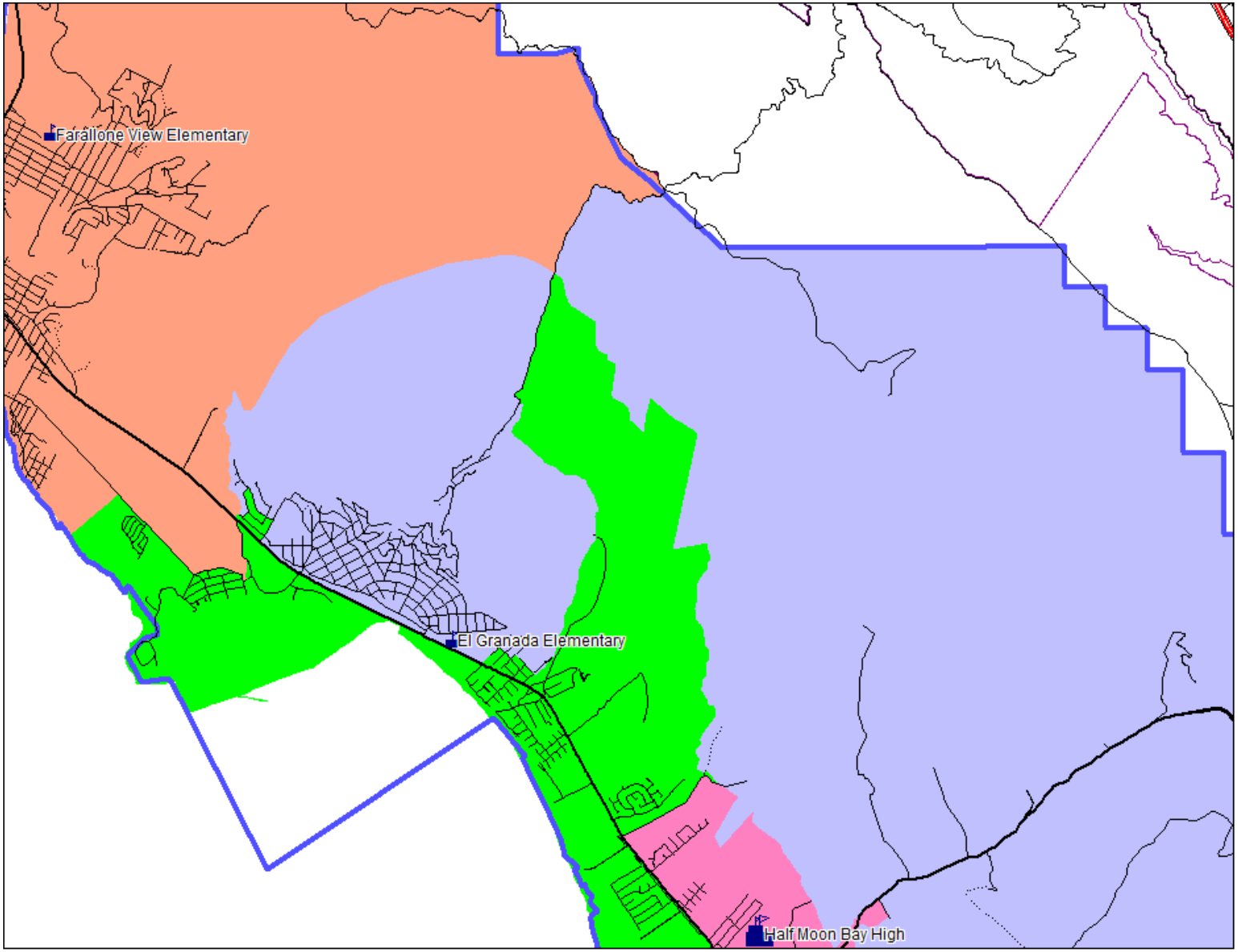
“Current” and Alternative 1A Trustee Areas: NW Part of CUSD



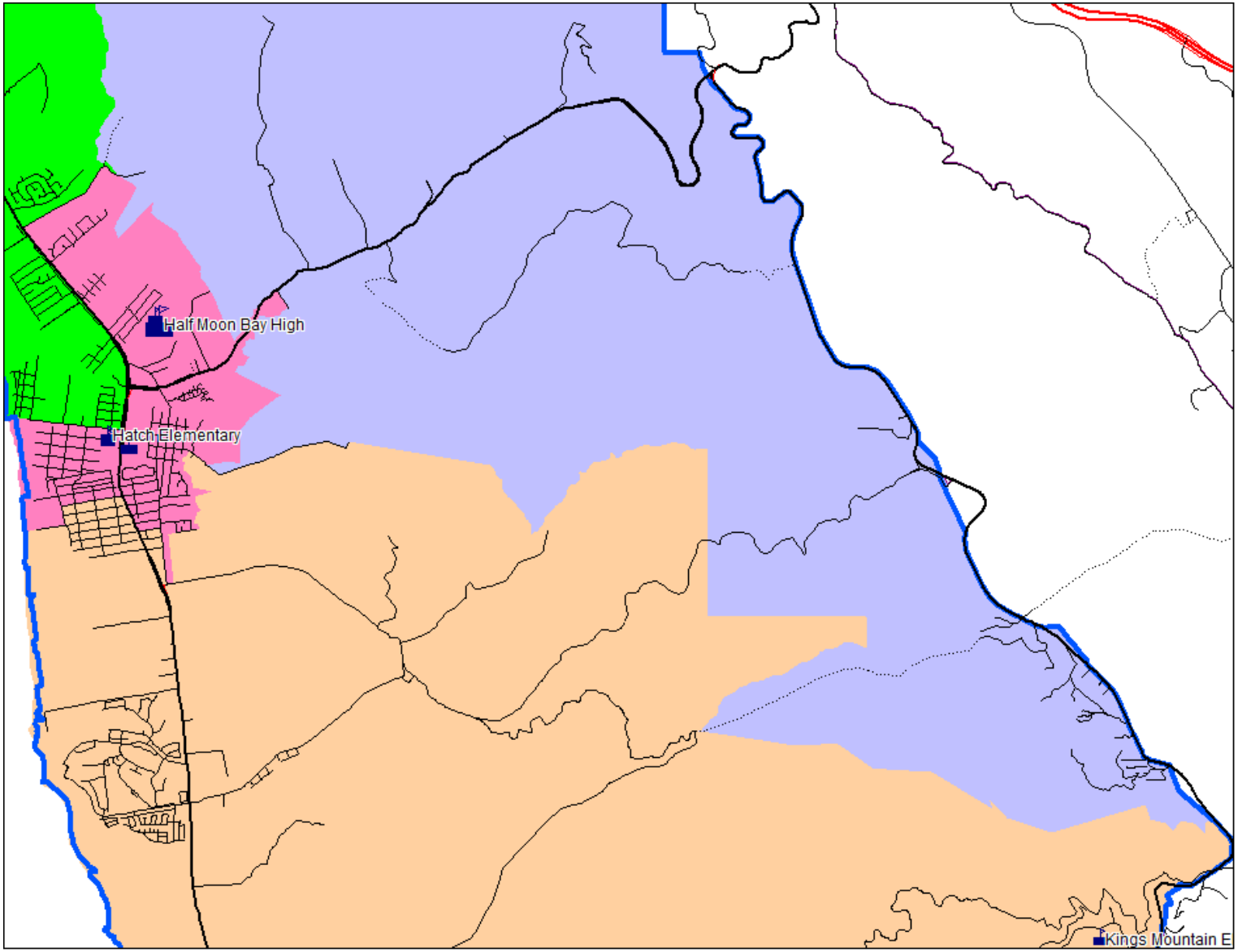
Alternative 1B Trustee Areas: NW Part of CUSD



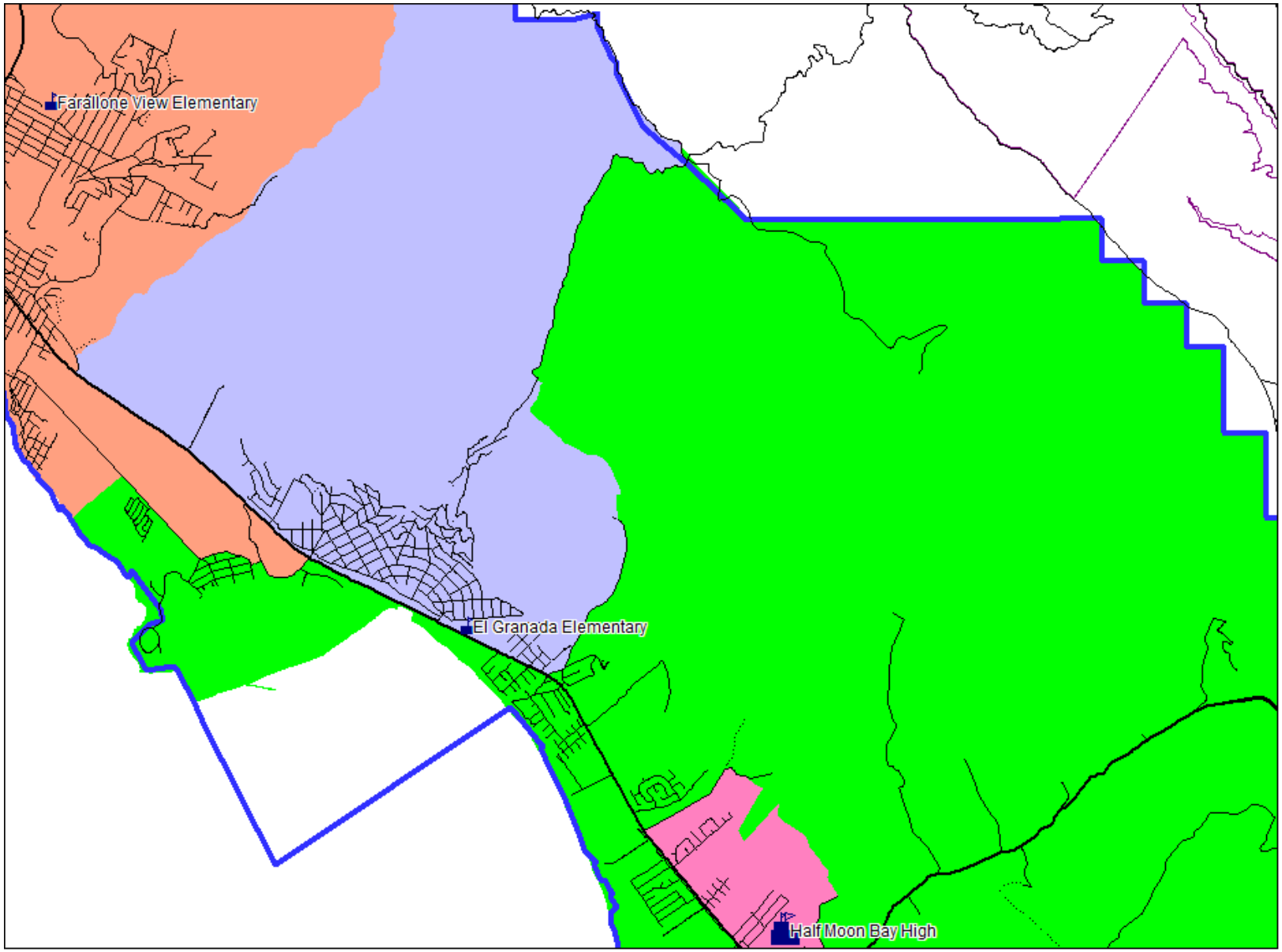
Alternative 1C Trustee Areas: NW Part of CUSD



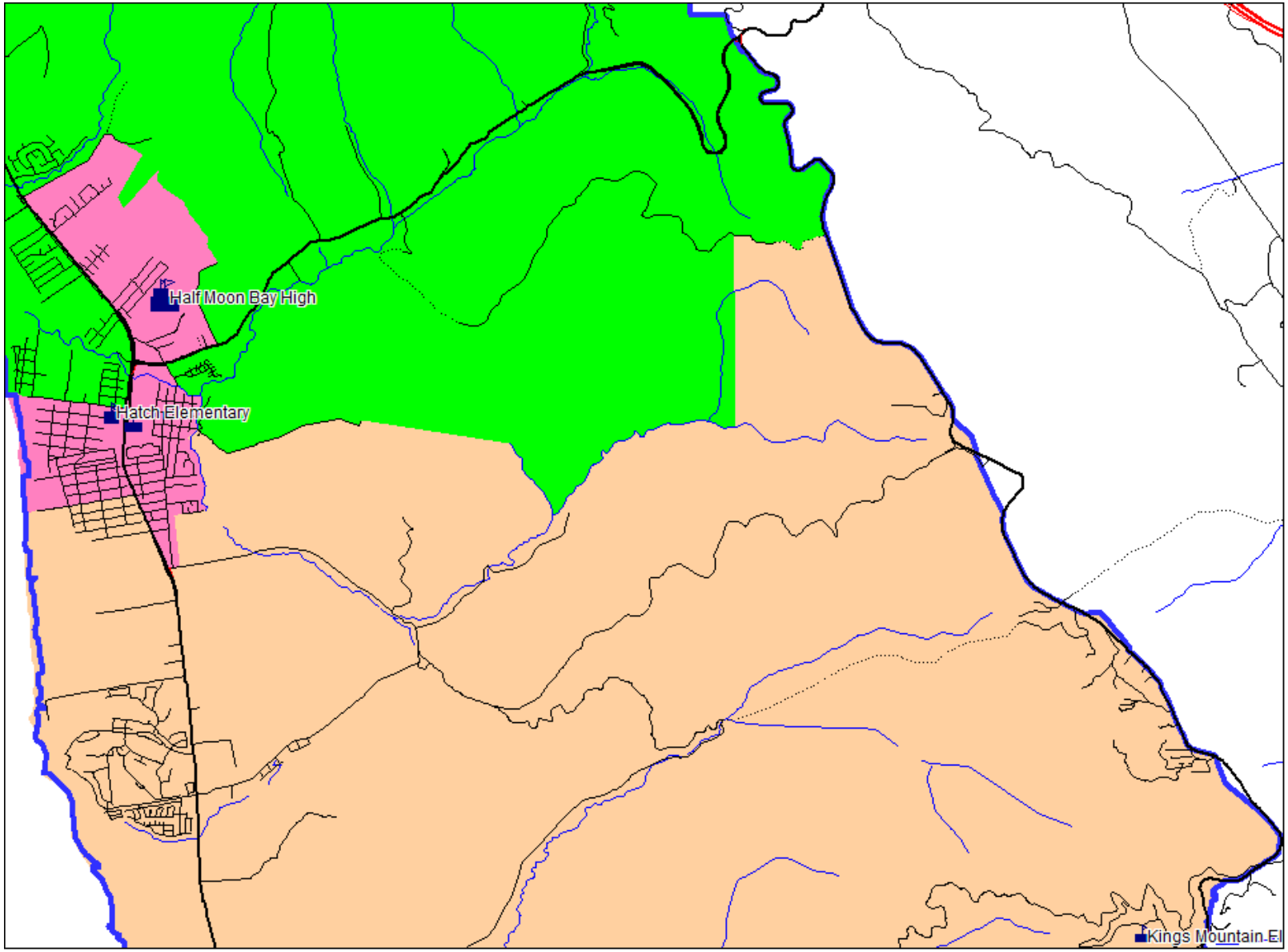
Alternatives 1A, B and C Trustee Areas: Central Part of CUSD



Alternative 6 Trustee Areas: Northwest Part of CUSD



Alternative 6 Trustee Areas: Central Part of CUSD



Potential Alternatives 1A, 1B, 1C and 6 Trustee Areas

Subject	2020 Census Block Statistics Population Totals by Trustee Area (largest in blue and smallest in grey) A (rust)	B (lavender)	C (green)	D (rose)	E (beige)	Largest to Smallest Difference
Alternative 1A Trustee Areas	5,043	5,521	5,030	5,422	5,108	9.8%
Alternative 1B Trustee Areas	5,050	5,521	5,023	5,422	5,108	9.9%
Alternative 1C Trustee Areas	5,081	5,490	5,023	5,422	5,108	9.3%
Alternative 6 Trustee Areas	5,057	5,071	5,234	5,511	5,251	9.0%

Questions?

CABRILLO UNIFIED SCHOOL DISTRICT

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Freya McCamant

NOTICE OF PUBLIC HEARING

Adjustment of Trustee Area Boundaries

NOTICE IS HEREBY GIVEN that The Governing Board of the Cabrillo Unified School District will convene a public hearing to receive and consider input regarding the composition of trustee area maps to be used in the adjustment of Trustee Area boundaries based on the results of the 2020 census.

Governing Board Meeting
Thursday, February 10 at 6:00 p.m.
Via Zoom: https://cabrillok12.zoom.us/j/99135905009
Agenda will be available on our website:
https://www.cabrillo.k12.ca.us/about_us/governing_board/agendas_and_minutes

If you have any questions, please contact:
Dr. Sean McPhetridge
Superintendent
McPhetridgeS@cabrillo.k12.ca.us

Posted on Friday, January 28, 2022