## Regular Governing Board Meeting

# CABRILLO UNIFIED SCHOOL DISTRICT

Published on Friday, April 3, 2026

**Date and Time**
Thursday, April 9, 2026 | **Closed Session:** 4:00 p.m. | **Open Session:** 6:00 p.m.

**Location**
Cunha Intermediate School Library Room, 600 Church Street, Half Moon Bay, California 94019

**Broadcast Live** on PacificCoast.TV

**Recordings** will be made accessible to the public on YouTube on the days following the meeting at: https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr.

**Spanish Translation:** https://drive.google.com/file/d/1ss0McUNRm0WKcTo-s8ypOofL_HLhm2UB/view

**ACCESSIBILITY**
**In compliance with the Americans with Disabilities Act**, individuals requiring special accommodations, such as accessible seating or documentation in an accessible format, should contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us or (650) 240-3146. Please notify the District at least 48 hours before the meeting to arrange reasonable accommodations, auxiliary aids, or services.

**The District provides Spanish interpretation upon request**. To request this service, please contact the Administrative Assistant to the Superintendent at acostar@cabrillo.k12.ca.us or (650) 240-3146.

**PUBLIC ACCESS TO DOCUMENTS**
Documents provided to a majority of the Governing Board regarding any open session item on the agenda will be available for public inspection at the District Office, located at 498 Kelly Avenue, Half Moon Bay, California, during regular business hours. These documents are also accessible on the District's website at cabrillo.k12.ca.us.

**PUBLIC COMMENTS GUIDELINES**
Members of the public are encouraged to participate in Board meetings and share their views on agenda items or matters within the Board's jurisdiction. Public comments can be provided in two ways:

**Submission of Written Comments in Advance**: Written comments can be submitted using the Google Public Comments form at cusd.info/comments. Comments are accepted from the posting of the agenda until **12:00 p.m. on the day of the meeting**. Comments should not exceed 300 words. While longer comments may not be shared publicly during the meeting, all comments received by the deadline will be made available to Board members and included in the meeting minutes.

**Provision of In-Person Comments During the Meeting**: To address the Board during the meeting, members of the public must submit a “Request to Address the Board” slip to the Administrative Assistant to the Superintendent **before the agenda item is introduced**. Slips are available on the handout table. When recognized by the Board President, speakers should proceed to the podium and keep their comments brief.

The Board limits total public input to **20 minutes per item**. The Board President may adjust time limits as necessary to accommodate diverse viewpoints. In exceptional cases requiring extended public input, the Board President, with Board consent, may adjust the time allotted per speaker or for overall public input. Members of the public with similar viewpoints may be asked to designate representatives to speak on their behalf. The Administrative Assistant will monitor time and notify speakers when 30 seconds remain and when time is up.

**PUBLIC COMMENT OPPORTUNITIES**

Members of the public may address the Governing Board at the following times during the meeting:

- **Agenda Items**
  Comments may be made after the staff presentation for each agenda item.
- **Non-Agenda Items**
  Comments on matters not listed on the agenda may be made during "Public Comments on Non-Agenda or Consent Items" under the Communications section.
- **Closed Session Items**
  Comments may be made during Public Comments on Closed Session Topics.

Pursuant to Education Code 49061 and 49073.2, students and parents/guardians have the option to request that directory information or personal information of the student or parent/guardian be excluded from the minutes. Such requests must be made in writing to the secretary or clerk of the Board.

**IMPORTANT BOARD PROTOCOLS REGARDING PUBLIC COMMENTS**

The CUSD Governing Board does not act upon nonagendized matters except under limited circumstances as permitted by law. Matters raised during public comments will be referred to staff for further examination and action where appropriate.

Page

**1. OPENING ITEMS**

a. Call Public Session to Order

b. Roll Call / Quorum

c. Pledge of Allegiance

d. Approval of the Agenda

**2. CLOSED SESSION**

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Items

c. Adjournment to Closed Session

d. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
**Title:** Superintendent

e. CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)
**District-Designated Representatives:** Jennifer Marsh, Chief Business Officer
**Unrepresented Employee:** Superintendent

f. Adjournment of Closed Session and Reconvening to Open Session

g. Report Action Taken in Closed Session

**3. SPOTLIGHT THE COASTSIDE WAY!**

a. Celebrating Our Success
1. **Community Engagement**
    a. Recognition of Kings Mountain Community Volunteers **Jean Turri, Doug Forster**, **Sahaipon Forster**, and **Stephen Ellen**, for Their Dedication and Commitment to the Kings Mountain School Community
2. **Kings Mountain Elementary School**
    a. Recognition of **Lesli Schmutz** for Her Dedication and Service to the Kings Mountain School Community

b. Kings Mountain Elementary School Presentation (Presentation) 8

**Supporting Documents/Attachments:**

1. Kings Mountain Elementary Presentation 2026.pdf

c. Student Board Members Report
1. Pilarcitos High School Student Board Member
2. Half Moon Bay High School Student Board Member

**4. GENERAL BUSINESS**

a. 2025-26 Enrollment Forecast Update Report and Presentation (Presentation) 18

**Supporting Documents/Attachments:**

1. Projected Enrollment Presentation 04.09.26.pdf
2. 2025-26 Enrollment Forecast Update Report

b. Approval of ZESBI Grant Agreement for Zero-Emission School Bus Initiative (Action) 55

**Supporting Documents/Attachments:**

1. ZESBI Grant Agreement

c. Approval of Purchase of Two Electric School Buses through ZESBI Grant (Action) 170

**Supporting Documents/Attachments:**

1. Ride Movility (2) Type D Bus Quote

d. El Granada Elementary School New Classroom Building 'C' & Site Work Project: Approval of Amendment No. 2 to the Facilities Lease with Rodan Builders, Inc. (Action) 174

**Supporting Documents/Attachments:**

1. Amendment No. 2 to the Facilities Lease with Rodan Builders, Inc.

e. Approval of Award of Contract: Farallone View Elementary School Playground Replacement Contract (Action) 179

**Supporting Documents/Attachments:**

1. Proposal for Farallone View Playground

## 5. COMMUNICATIONS

a. Public Comments on Nonagenda or Consent Items

b. Employee Organizations Report
1. Cabrillo Unified Teachers Association (CUTA) Representatives
2. California School Employee Association (CSEA) Representatives

## 6. CONSENT AGENDA

Items listed under the Consent Agenda are of a routine nature and are not anticipated for Board discussion. The Superintendent recommends their approval. If any Board member requests the removal of an item from the consent agenda, it shall be taken off and individually considered as a regular agenda item. The Consent Agenda requires a motion, a second, and approval by a roll call vote. Each item approved by the Governing Board on the Consent Agenda is considered in full and adopted as recommended.

a. Approval of Half Moon Bay High School Future Farmers of America Field Trip to the State LDE Finals for Spanish Creed in Fresno, California, on April 16-17, 2026 (Consent/Action) 208

b. Approval of Half Moon Bay High School Future Farmers of America Field Trip to Cal Poly State Finals Field Day in San Luis Obispo, California, on April 30-May 2, 2026 (Consent/Action) 209

c. Approval of Boys and Girls Club of the Coastside for Summer Extended-Learning 210

Programming 2026 (Consent/Action)

**Supporting Documents/Attachments:**

1. BGCC Summer 2026 (7th & 8th Graders) MOU.pdf

d. Approval of Certificated Personnel Report (Consent/Action) 214

e. Approval of Classified Personnel Report (Consent/Action) 215

f. CUSD Enrollment Report (Consent/Action) 216

**Supporting Documents/Attachments:**

1. CUSD Enrollment Report 2025-26 Period 7

g. Approval of Donations to Cabrillo Unified School District (Consent/Action) 218

**Supporting Documents/Attachments:**

1. Summary Site Donations 4.09.2026

h. Information on Warrant Register Report Processed (Consent/Information) 220

**Supporting Documents/Attachments:**

1. March 2026 Warrant Register Redacted

i. Approval of Bid Award to IT Management Corporation for E-Rate Services for the 2026–27 School Year (Consent/Action) 232

**Supporting Documents/Attachments:**

1. IT Management Corporation E-Rate Proposal

j. Approval of Quarterly Report on Williams Uniform Complaints (Education Code §35186) (Consent/Action) 237

**Supporting Documents/Attachments:**

1. Williams_UCP_Report_Q3_2025-26.pdf

k. Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and CUSD Staff for First and Final Reading (Consent/Action) 239

**Supporting Documents/Attachments:**

Policy Guidesheet.pdf

1. 0410 BP Nondiscrimination In District Programs And Activities_1023_0724_0625_DRAFT.pdf
2. 1312.3 BP Uniform Complaint Procedures_1023_0724_0625_DRAFT.pdf
3. 3311 BP Bids_0325_DRAFT.pdf
4. 3312 BP Contracts_0325_DRAFT.pdf
5. 3470 BP Debt Issuance And Management_1125_DRAFT.pdf
6. 4030 BP Nondiscrimination In Employment_0323_0724_0625_DRAFT.pdf
7. 4033 BP Lactation Accommodation_0724_0625_DRAFT.pdf

8. 4040 BP Employee Use Of Technology_0924_DRAFT.pdf.pdf
9. 4119.11 BP Sexual Harassment_0724_0625_DRAFT.pdf
10. 4219.11 BP Sexual Harassment_0724_0625_DRAFT .pdf
11. 4319.11 BP Sexual Harassment_0724_0625_DRAFT.pdf
12. 6142.1 BP Sexual Health And HIVAIDS Prevention Instruction_0825_DRAFT.pdf
13. 6142.8 BP Comprehensive Health Education_0825_DRAFT.pdf
14. 6178.1 BP Work-Based Learning_0925_DRAFT.pdf
15. 9250 BB Remuneration Reimbursement And Other Benefits_0226_DRAFT.pdf

l. Approval of Governing Board Meeting Minutes 283

**Supporting Documents/Attachments:**

1. Regular Meeting - Feb 12 2026 - Minutes - Html

## 7. GOVERNING BOARD REPORTS

a. Board Members

b. Superintendent Report

## 8. CLOSED SESSION (CONTINUATION OF ITEMS, IF NECESSARY)

Continuation of Item 2d and any other Closed Session items not completed earlier.

a. Identification of Closed Session Topics of Discussion

b. Public Comments on Closed Session Items

c. Adjournment to Closed Session

d. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
**Title:** Superintendent

e. CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)
**District-Designated Representatives:** Jennifer Marsh, Chief Business Officer
**Unrepresented Employee:** Superintendent

f. Adjournment of Closed Session and Reconvening to Open Session

## 9. RECONVENING OF OPEN SESSION

a. Report Action Taken in Closed Session

b. Approval of Amendment to Superintendent Employment Agreement (Action) 299

**Supporting Documents/Attachments:**

1. Employment_Agreement_Amendment_Superintendent_260409.pdf

## 10. CLOSING ITEMS

a. Adjournment of the Meeting

# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Israel Castillo, Ed.M., Chief Academic Officer
**CATEGORY:** Presentation
**ITEM TITLE:** Kings Mountain Elementary School Presentation

## BACKGROUND INFORMATION

Kings Mountain Elementary School principal, David Jones, will provide an overview of the school's unique site-based programs and academic progress.

## FISCAL ANALYSIS

There is no financial impact to the General Fund.

## RECOMMENDATION

This item is presented for information only.

***Prepared by:*** *Josefina Infanzon*

CUSD

Cabrillo Unified School District

# 2025-26 Kings Mountain

David Jones, Principal
Governing Board Meeting
April 9, 2026

*A place where all children dream and achieve.*

# Kings Mountain Elementary School

## A small school with a big story to tell

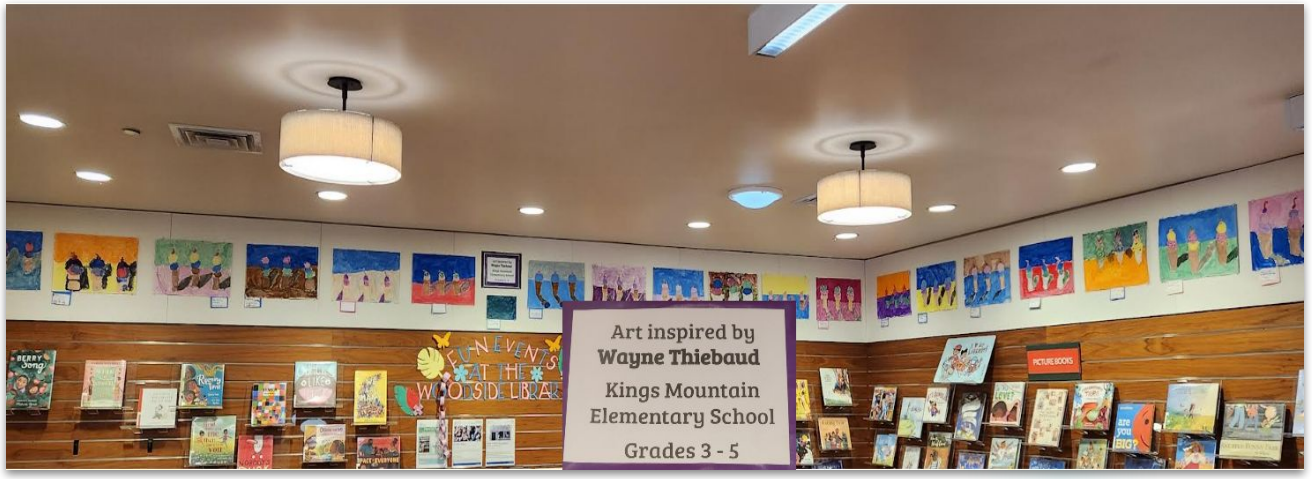
**Belonging**

**Adventure**

**Possibility**








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# School Overview





- A small school tucked in the hills off Highway 35
- Three TK–5 combination classrooms with a close-knit feel
- A place where students grow to be creative, courageous, and compassionate
- A strong community of students, families, staff, and supporters working together
- Currently 41 students enrolled

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# Academic Performance



English Language Arts

- 14 students assessed
- Performing 46.1 points above standard
- Change: down 10.6 points

Mathematics

- 14 students assessed
- Performing 8.6 points above standard
- Change: down 16.9 points

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# SPSA Overview



**L – Literacy for All (Goal 1)**
Strengthening English Language Arts growth and supporting English Learners toward reclassification.

**I – Independence for the Future (Goal 2)**
Preparing students with the academic and social-emotional skills needed for middle school, college, and career readiness.

**O – Outreach and Partnership (Goal 3)**
Building strong communication with families and increasing parent and community involvement.

**N – Nurturing School Climate (Goal 4)**
Creating a safe, supportive, and respectful school culture through PBIS and social-emotional learning.

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# Enrichment Learning Opportunities



- Physical Education
- Health and wellness with The HEAL Project
- Coding opportunities for grades 3–5 through Code to the Future
- Volunteer-led visual arts through Art in Action
- Hands-on science learning for TK–5
- Dance and drama through Young Audiences
- Woodworking experiences for TK–2





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# Building Community Through School Events

- Stone Soup
- Great Kindness Challenge
- Read-a-thon
- Science Fair
- Field Day
- Family Engagement Nights
- Assemblies



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# Every Student / Staff Matters

- All students are honored and acknowledged at Kings Mountain
- Students contribute through community service and school events
- Opportunities like the Volunteer Fire Brigade and Art Fair help every child participate, lead, and belong










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Cabrillo Unified School District

# Thank you!

## QUESTIONS?

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# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Information/Presentation
**ITEM TITLE:** 2025-26 Enrollment Forecast Update Report & Presentation

## BACKGROUND INFORMATION

The Cabrillo Unified School District received an updated enrollment forecast from Enrollment Projection Consultants dated March 26, 2026. The report reviews historical trends and projects enrollment through 2030. Enrollment has declined in recent years, largely due to sustained decreases in kindergarten enrollment that have carried over to higher grade levels.

## REPORT/PROPOSAL

The enrollment forecast projects continued overall enrollment decline over the next five years, though at a slower rate than in the previous decade. Key projections include:

- A net loss of approximately 74 students in 2026 and 157 students by 2030.
- Elementary enrollment is expected to remain relatively stable in the short term, followed by gradual declines.
- Middle school enrollment may see slight increases in the coming years due to cohort progression.
- High school enrollment is projected to experience the most significant decline, particularly over the next three years, as larger graduating classes exit the system.

Additionally, new housing developments are expected to generate some enrollment growth, contributing an estimated 150 students districtwide by 2030, though this is not enough to offset overall declining trends.

The report highlights that declining birth rates across the region will continue to impact enrollment and may result in even lower projections than currently estimated.

Thomas R. Williams, Partner with Enrollment Projection Consultants, will present the enrollment forecast and provide an overview of key findings and projections.

## FISCAL ANALYSIS

Declining enrollment will continue to impact the District's finances, as state funding is largely based on Average Daily Attendance (ADA). As a community-funded district, local property taxes also contribute to overall revenue, and changes in both enrollment and the tax base may affect the District's financial outlook.

While new housing developments may help stabilize enrollment, they are not expected to fully offset projected declines. The District will need to monitor trends and adjust staffing, programs, and resources to maintain fiscal stability.

## RECOMMENDATION

This item is presented for information only. It is recommended that the Governing Board receive the enrollment forecast update and use the information to inform future planning, including budget development, staffing decisions, and long-term facilities considerations.

***Prepared by:*** *Holly Lynne*

# Projected Enrollments

## 2025 to 2030

*April 9, 2026, Board Presentation*

*by Thomas Williams of*

*Enrollment Projection Consultants*

# PROJECTIONS SUMMARY

The most consequential enrollment factor for the Cabrillo Unified School District has been the significant decline in kindergarten over the last 15 years, with corresponding impacts on the subsequent grades. After having been above 300 for the fall kindergarten enrollment as recently as 2003 and in the mid-to-upper 200s from 2004 to 2014, the total fell into the lower 200s from 2015 to 2018 and has been below 190 in every year since then. These progressively smaller classes then graduated upward through the grades, leading to reductions in the totals in each grade level. As a result, the elementary total, excluding the growth in TK (transitional kindergarten) that was caused by eligibility expansion, and the middle school total have both gone down in every year since 2016. The high school total has fallen in every year since 2019.

The forecast has some shifts in how these grade-level enrollments evolve over the next five years. The fall projections for the next two years have relatively stable kindergarten totals, but with much lower amounts in 2028 through 2030. Those smaller totals are based on the local birth data. These kindergarten forecasts plus the expected evolution of the student distribution through the grades justifies projecting only minimal changes in the elementary and middle school totals in 2026 and 2027. Subsequent years then have lower elementary totals and, due to nuances in the current student distribution, larger middle school totals. The high school total instead declines significantly in each of the next three years, when the last of the larger kindergarten classes from before 2016, which are now in the tenth through twelfth grades, will have  graduated. The high school total then could stabilize around that lower amount in 2029 and 2030.

The specific projected grade level changes are for six more elementary students, one more middle school student and 81 fewer high school students for next fall, compared to the “current” (October 2025) enrollments, and net cumulative differences to fall 2028 of 17 fewer elementary students, 26 more middle school students and 139 fewer high school students. These amounts total to 74 fewer CUSD students in 2026 and a cumulative 130 fewer CUSD students to 2028. The forecast has a decline by 157 total students over the next five years, which is by a smaller amount than in any comparable period in the last decade.

**Table 1 (PowerPoint version, page 1 of 2): Actual Enrollments from Fall 2016 to Fall 2025**

*(with grey highlighting for the largest TK-5, 6-8, 9-12 and TK-12 totals since 2006 and with color highlighting of green for classes in K-12 that were, are, or are projected to be over 270 when in ninth; brown for classes between 250 and 269 when in ninth; pink for classes between 230 and 249 when in ninth; red for classes between 200 and 229 when in ninth; and purple for classes below 200 when in ninth)*

| Fall of | Actual and Projected Enrollments by Grade | | | | | | | | | | | | | | Grade Level Totals | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | TK-5 | 6-8 | 9-12 | TK-12 |
| 2006 | NA | 248 | 271 | 258 | 280 | 252 | 240 | 219 | 239 | 261 | 260 | 278 | 251 | 313 | 1,549 | 719 | 1,102 | **3,370** |
| 2007 | NA | 279 | 254 | 261 | 249 | 272 | 249 | 239 | 228 | 244 | 281 | 256 | 292 | 259 | 1,564 | 711 | 1,088 | **3,363** |
| 2008 | NA | 273 | 286 | 237 | 265 | 252 | 272 | 256 | 246 | 224 | 251 | 280 | 259 | 291 | 1,585 | 726 | 1,081 | **3,392** |
| 2009 | NA | 283 | 279 | 273 | 229 | 265 | 249 | 275 | 254 | 246 | 230 | 250 | 274 | 272 | 1,578 | 775 | 1,026 | **3,379** |
| 2010 | NA | 270 | 271 | 271 | 258 | 226 | 267 | 250 | 267 | 253 | 249 | 227 | 241 | 295 | 1,563 | 770 | 1,012 | **3,345** |
| 2011 | NA | 293 | 261 | 271 | 259 | 249 | 227 | 261 | 253 | 269 | 240 | 253 | 225 | 255 | 1,560 | 783 | 973 | **3,316** |
| 2012 | 15 | 262 | 275 | 253 | 266 | 254 | 249 | 226 | 263 | 250 | 282 | 240 | 251 | 235 | 1,574 | 739 | 1,008 | **3,321** |
| 2013 | 46 | 255 | 243 | 271 | 249 | 261 | 258 | 249 | 226 | 260 | 261 | 278 | 239 | 258 | 1,583 | 735 | 1,036 | **3,354** |
| 2014 | 59 | 240 | 258 | 238 | 260 | 257 | 258 | 272 | 254 | 218 | 268 | 255 | 281 | 251 | 1,570 | 744 | 1,055 | **3,369** |
| 2015 | 44 | 229 | 225 | 261 | 228 | 257 | 251 | 257 | 272 | 250 | 237 | 265 | 264 | 294 | 1,495 | 779 | 1,060 | **3,334** |
| 2016 | 40 | 224 | 218 | 225 | 255 | 225 | 263 | 270 | 261 | 264 | 254 | 237 | 266 | 274 | 1,450 | 795 | 1,031 | **3,276** |
| 2017 | 55 | 214 | 205 | 217 | 223 | 251 | 218 | 264 | 270 | 260 | 260 | 257 | 239 | 273 | 1,383 | 794 | 1,029 | **3,206** |
| 2018 | 32 | 201 | 214 | 204 | 213 | 220 | 250 | 230 | 265 | 274 | 275 | 253 | 268 | 250 | 1,334 | 769 | 1,046 | **3,149** |
| 2019 | 50 | 170 | 201 | 208 | 209 | 212 | 212 | 262 | 236 | 264 | 282 | 273 | 267 | 290 | 1,262 | 762 | 1,112 | **3,136** |
| 2020 | 29 | 189 | 164 | 196 | 190 | 198 | 195 | 212 | 240 | 223 | 283 | 271 | 262 | 272 | 1,161 | 675 | 1,088 | **2,924** |
| 2021 | 31 | 161 | 177 | 149 | 177 | 187 | 184 | 192 | 205 | 242 | 239 | 278 | 253 | 266 | 1,066 | 639 | 1,036 | **2,741** |
| 2022 | 53 | 177 | 160 | 175 | 153 | 178 | 182 | 197 | 185 | 201 | 253 | 242 | 291 | 282 | 1,078 | 583 | 1,068 | **2,729** |
| 2023 | 62 | 189 | 175 | 154 | 170 | 156 | 172 | 163 | 195 | 186 | 218 | 262 | 259 | 306 | 1,078 | 544 | 1,045 | **2,667** |
| 2024 | 107 | 141 | 188 | 177 | 162 | 170 | 153 | 170 | 161 | 190 | 217 | 212 | 260 | 263 | 1,098 | 521 | 952 | **2,571** |
| 2025 | 134 | 173 | 140 | 185 | 181 | 162 | 170 | 148 | 183 | 169 | 193 | 224 | 213 | 269 | 1,145 | 500 | 899 | **2,544** |

| | | | | |
|---|---|---|---|---|
| **Net Change from Fall 2006 to Fall 2016 (ten years)** | **-99** | **76** | **-71** | **-94** |
| **Net Change from Fall 2016 to Fall 2019 (three years)** | **-188** | **-33** | **81** | **-140** |
| **Net Change from Fall 2019 to Fall 2021 (two years; main pandemic-impacted period)** | **-196** | **-123** | **-76** | **-395** |
| **Net Change from Fall 2021 to Fall 2025 (four years)** | **79** | **-139** | **-137** | **-197** |
| **Net Change from Fall 2021 to Fall 2025 aside from TK gain due to eligibility expansion** | **-27** | **-139** | **-137** | **-303** |

**Table 1 (PowerPoint version, page 2 of 2): Actual and Projected Enrollments from Fall 2006 to Fall 2030**

*[with color highlighting of brown for classes in K-12 that were, are, or are projected to be between 250 and 269 when in ninth grade; pink for classes between 230 and 249 when in ninth grade (there are none in the years shown); red for classes between 200 and 229 when in ninth grade; and purple for classes below 200 when in ninth grade]*

| Fall of | Actual and Projected Enrollments by Grade | | | | | | | | | | | | | | Grade Level Totals | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | TK-5 | 6-8 | 9-12 | TK-12 |
| **2025** | 134 | 173 | 140 | 185 | 181 | 162 | 170 | 148 | 183 | 169 | 193 | 224 | 213 | 269 | 1,145 | 500 | 899 | **2,544** |
| **Net Change from Fall 2006 to Fall 2016 (ten years)** | | | | | | | | | | | | | | | **-99** | **76** | **-71** | **-94** |
| **Net Change from Fall 2016 to Fall 2019 (three years)** | | | | | | | | | | | | | | | **-188** | **-33** | **81** | **-140** |
| **Net Change from Fall 2019 to Fall 2021 (two years; main pandemic-impacted period)** | | | | | | | | | | | | | | | **-196** | **-123** | **-76** | **-395** |
| **Net Change from Fall 2021 to Fall 2025 (four years)** | | | | | | | | | | | | | | | **79** | **-139** | **-137** | **-197** |
| **Net Change from Fall 2021 to Fall 2025 aside from TK gain due to eligibility expansion** | | | | | | | | | | | | | | | **-27** | **-139** | **-137** | **-303** |
| **2026** | 131 | 180 | 172 | 137 | 188 | 182 | 161 | 169 | 148 | 184 | 181 | 195 | 223 | 219 | 1,151 | 501 | 818 | **2,470** |
| **2027** | 113 | 176 | 181 | 171 | 143 | 192 | 182 | 163 | 172 | 151 | 199 | 185 | 196 | 231 | 1,158 | 486 | 811 | **2,455** |
| **2028** | 103 | 152 | 177 | 181 | 177 | 146 | 192 | 185 | 166 | 175 | 166 | 203 | 187 | 204 | 1,128 | 526 | 760 | **2,414** |
| **2029** | 107 | 138 | 152 | 176 | 186 | 179 | 147 | 193 | 188 | 169 | 192 | 169 | 205 | 194 | 1,085 | 550 | 760 | **2,395** |
| **2030** | 107 | 144 | 139 | 152 | 180 | 189 | 179 | 148 | 195 | 191 | 184 | 195 | 171 | 213 | 1,090 | 534 | 763 | **2,387** |
| **Projected Change in One Year to October 2026** | | | | | | | | | | | | | | | **6** | **1** | **-81** | **-74** |
| **Projected Change in Two Years to October 2027** | | | | | | | | | | | | | | | **13** | **-14** | **-88** | **-89** |
| **Projected Change in Three Years to October 2028** | | | | | | | | | | | | | | | **-17** | **26** | **-139** | **-130** |
| **Projected Change in Four Years to October 2029** | | | | | | | | | | | | | | | **-60** | **50** | **-139** | **-149** |
| **Projected Change in Five Years to October 2030** | | | | | | | | | | | | | | | **-55** | **34** | **-136** | **-157** |

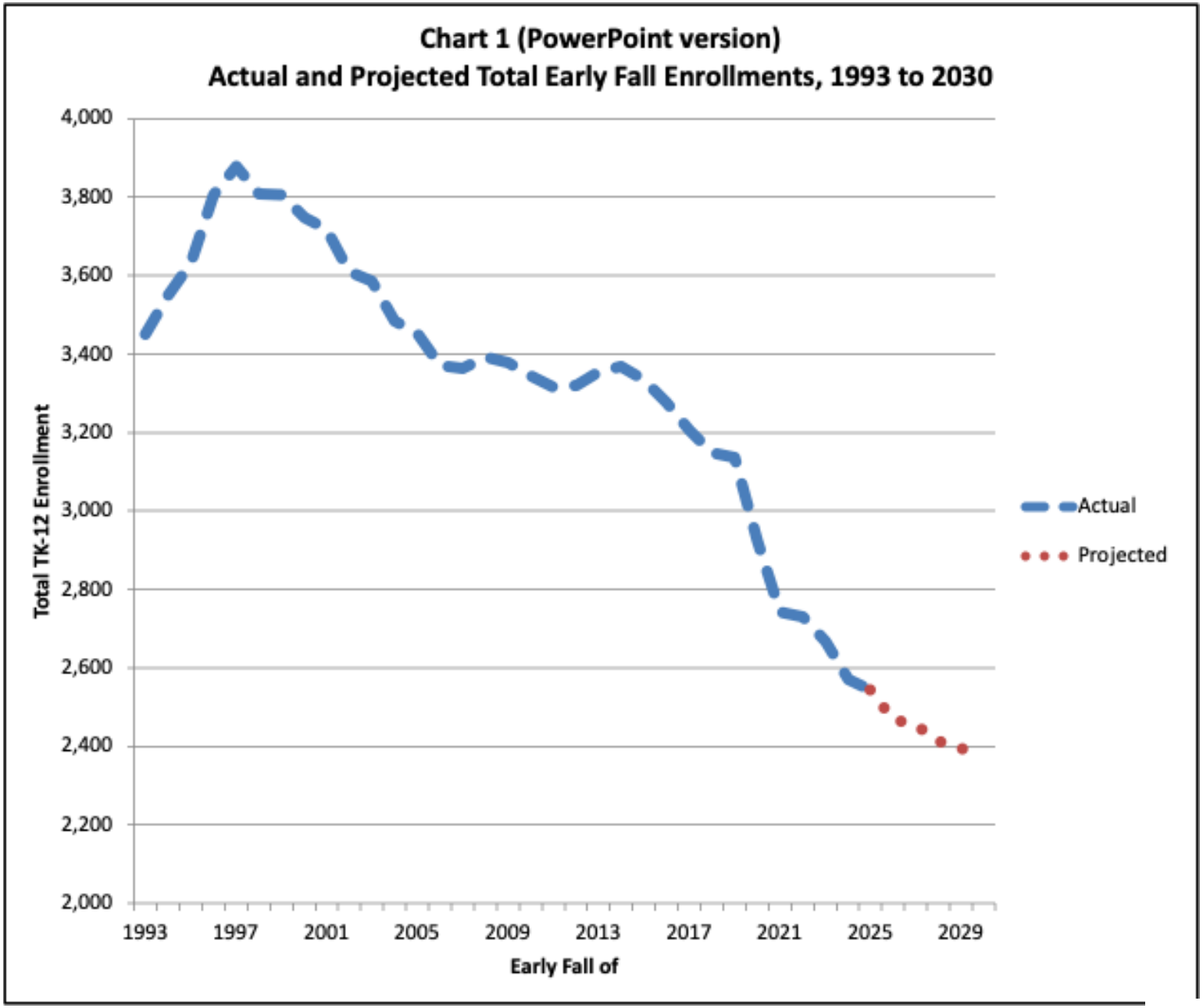

Chart 1 (PowerPoint version)
Actual and Projected Total Early Fall Enrollments, 1993 to 2030
Total TK-12 Enrollment
4,000
3,800
3,600
3,400
3,200
3,000
2,800
2,600
2,400
2,200
2,000
1993
1997
2001
2005
2009
2013
2017
2021
2025
2029
Early Fall of
Actual
Projected

**Table 2 (PowerPoint extract)**

**Current Resident-to-Enrollment Comparison and Projected Resident Students**

| | *Actual Resident Students and Enrollment part* | | | | *Projected Resident Students part* | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Resident | **Actual October 2025 Students** | | | **Projected Students (Relevant Grades)** | | | | |
| | Shift from | **Resident** | **Attending** | **Attending** | Total in October of | | | **Change to** | |
| **School** | Oct. 2022 | **Students** | **Adjustment** | **Enrollment** | 2026 | 2027 | 2028 | **2026** | **2028** |
| **Farallone View** | 5 | **295** | **-102** | **193** | 309 | 318 | 338 | **14** | **43** |
| **El Granada** | 13 | **293** | **37** | **330** | 293 | 291 | 270 | **0** | **-23** |
| **Hatch** | 35 | **512** | **49** | **561** | 503 | 504 | 478 | **-9** | **-34** |
| **Kings Mountain** | 0 | **26** | **22** | **48** | 27 | 26 | 24 | **1** | **-2** |
| NPS | NA | NA | 4 | 4 | | | | | |
| District Office | NA | NA | 1 | 1 | | | | | |
| Private School Group | NA | NA | 8 | 8 | | | | | |
| Resident TK-5 Total | 53 | 1,126 | 19 | NA | 1,132 | 1,139 | 1,110 | 6 | -16 |
| Other TK-5 | 14 | 19 | -19 | NA | 19 | 19 | 18 | 0 | -1 |

Notes: (1) Resident figures are for where the district-enrolled students live in the relevant grades regardless of the schools attended. (2) "Other" is for incoming inter-district students and students listed at residentially unlocatable addresses.

**Table 3 (PowerPoint version, page 1 of 2): Resident Student Trends by Housing Situation**

| Housing Category | Subject | Fall of | CUSD Students by Grade Group K-2 | 3-5 | 6-8 | 9-11 | TK-12 | Percent TK-12 Change |
|---|---|---|---|---|---|---|---|---|
| **Relatively Most Affordable and Affordable** | Resident Students | 2019 | 195 | 202 | 284 | 275 | 1,082 | |
| | | 2020 | 170 | 195 | 233 | 277 | 973 | |
| | | 2021 | 172 | 204 | 205 | 261 | 955 | |
| | | 2022 | 162 | 187 | 187 | 273 | 919 | |
| | | 2023 | 165 | 172 | 190 | 234 | 891 | |
| | | 2024 | 145 | 162 | 193 | 203 | 817 | |
| | | 2025 | 150 | 157 | 172 | 192 | 780 | |
| | **Net 6-Year Change Within Grade Group** | | **-45** | | | | **-302** | **-31%** |
| | **Net 3-Year Change Within Grade Group** | | **-12** | | | | **-139** | **-15%** |
| | Net 3-Year Change from Prior Grade Group | | | -5 | -15 | 5 | | |
| **Relatively Moderate Value** | Resident Students | 2019 | 221 | 261 | 260 | 262 | 1,094 | |
| | | 2020 | 204 | 242 | 242 | 271 | 1,047 | |
| | | 2021 | 171 | 212 | 245 | 260 | 984 | |
| | | 2022 | 186 | 192 | 238 | 265 | 1,000 | |
| | | 2023 | 179 | 165 | 212 | 267 | 946 | |
| | | 2024 | 203 | 172 | 177 | 268 | 951 | |
| | | 2025 | 183 | 183 | 178 | 239 | 932 | |
| | **Net 6-Year Change Within Grade Group** | | **-38** | | | | **-162** | **-15%** |
| | **Net 3-Year Change Within Grade Group** | | **-3** | | | | **-68** | **-7%** |
| | Net 3-Year Change from Prior Grade Group | | | -3 | -14 | 1 | | |

**Table 3 (PowerPoint version, page 2 of 2): Resident Student Trends by Housing Situation**

| Housing Category | Subject | Fall of | CUSD Students by Grade Group K-2 | 3-5 | 6-8 | 9-11 | TK-12 | Percent TK-12 Change |
|---|---|---|---|---|---|---|---|---|
| **Relatively High Value** | Resident Students | 2019 | 162 | 166 | 213 | 272 | 932 | |
| | | 2020 | 174 | 144 | 186 | 260 | 877 | |
| | | 2021 | 142 | 127 | 176 | 237 | 769 | |
| | | 2022 | 162 | 131 | 140 | 236 | 767 | |
| | | 2023 | 163 | 153 | 126 | 211 | 762 | |
| | | 2024 | 150 | 138 | 137 | 194 | 736 | |
| | | 2025 | 157 | 162 | 135 | 173 | 761 | |
| | **Net 6-Year Change Within Grade Group** | | **-5** | | | | **-171** | **-18%** |
| | **Net 3-Year Change Within Grade Group** | | **-5** | | | | **-6** | **-1%** |
| | Net 3-Year Change from Prior Grade Group | | | 0 | 4 | 33 | | |
| **District Region** | Resident Students | 2019 | 578 | 629 | 757 | 809 | 3,108 | |
| | | 2020 | 548 | 581 | 661 | 808 | 2,897 | |
| | | 2021 | 485 | 543 | 626 | 758 | 2,708 | |
| | | 2022 | 510 | 510 | 565 | 774 | 2,686 | |
| | | 2023 | 507 | 490 | 528 | 712 | 2,599 | |
| | | 2024 | 498 | 472 | 507 | 665 | 2,504 | |
| | | 2025 | 490 | 502 | 485 | 604 | 2,473 | |
| | **Net 6-Year Change Within Grade Group** | | **-88** | | | | **-635** | **-20%** |
| | **Net 3-Year Change Within Grade Group** | | **-20** | | | | **-213** | **-8%** |
| | Net 3-Year Change from Prior Grade Group | | | -8 | -25 | 39 | | |

**Table 4 (PowerPoint version)**

**Recent Cumulative Advancement Rates from the First to Eighth Grades by General Housing Value Category**

| General Housing Value Category | Current CUSD Students | Student Change in 2025 | Cumulative Average Advancement Rates in Early Fall from | | | | |
|---|---|---|---|---|---|---|---|
| | | | ***Latest Rate Difference*** | **2021 to 2025** | **2019 to 2021** | **2016 to 2019** | Normal Range |
| **Relatively Most Affordable and Affordable** | 780 | -37 | ***0.06*** | **0.89** | **0.83** | **0.95** | 0.60 - 1.00 |
| **Relatively Moderate Value** | 932 | -19 | ***0.29*** | **0.92** | **0.63** | **1.04** | 0.70 - 1.10 |
| **Relatively High Value** | 761 | 25 | ***0.50*** | **1.07** | **0.57** | **1.17** | 0.80 - 1.20 |
| **District Region** | 2,473 | -31 | ***0.27*** | **0.94** | **0.67** | **1.04** | NA |

Note: Cumulative rates are the cumulative impact from the first to eighth grades of the individual grade-to-grade "net advancement rates" (a.k.a. "cohort survival rates") averaged over the relevant periods.

**Table 5 (PowerPoint version)**

**Comparison of Births in Two Key CUSD Zip Codes to Corresponding Kindergartners Five Years Later**

| Birth Year and School Enrollment Date | Total Births in Zip Codes 94018 & 94019 | CUSD-Enrolled Kindergartners in Zip Codes 94018 & 94019 | Ratio of Kindergarten Students to Births |
|---|---|---|---|
| **"2014" Births** and late Sept. 2019 Kindergartners | 180 | 122 | 68% |
| **"2015" Births** and October 2020 Kindergartners | 180 | 146 | 81% |
| **"2016" Births** and October 2021 Kindergartners | 186 | 111 | 60% |
| **"2017" Births** and October 2022 Kindergartners | 195 | 135 | 69% |
| **"2018" Births** and October 2023 Kindergartners | 181 | 134 | 74% |
| **"2019" Births** and October 2024 Kindergartners | 163 | 113 | 69% |
| **"2020" Births and October 2025 Kindergartners (current)** | 170 | 120 | 71% |
| **Average Relevant to Last Three School Years (okay correlation in 5% range from 69% to 74%)** | | | 71% |

| | note that birth totals below, compared to "2020", rise a little and then fall significantly | Potential CUSD Resident Kindergarten Students (excl. TK) at Latest Three-Year Average Ratio | |
|---|---|---|---|
| | | in Zip Codes 94018 & 94019 | adding zip codes 94037 and 94038 |
| **"2021" Births and Potential October 2026 Kindergartners** | 181 | 129 | 174 |
| **"2022" Births and Potential October 2027 Kindergartners** | 176 | 126 | 169 |
| **"2023" Births and Potential October 2028 Kindergartners** | 136 | 97 | 136 |
| **"2024" Births and Potential October 2029 Kindergartners** | 124 | 88 | 120 |

Note: The birth-year figures are proportionate birth amounts in the listed year and the prior year so as to properly correlate to the kindergarten eligibility period shown, such as "2014" births representing four-twelfths of the birth total in 2013 and eight-twelfths (for all but September to December) of the birth total in 2014.

**Table 6 (PowerPoint version)**
**Projected Additional Housing Units in Developments of at least Four New Units by Category**

| Category of New Housing (in developments of 4+ units, excl. seniors housing) | Projected Additional Units "First Occupied" in Twelve Months to October 1 of | | | | | Total |
|---|---|---|---|---|---|---|
| | 2026 | 2027 | 2028 | 2029 | 2030 | |
| **Regular SFD Homes, Townhouses and Plexes** | 12 | 0 | 14 | 32 | 33 | **91** |
| **Below-Market-Rate (BMR) Townhouses and Plexes** | 4 | 35 | 36 | 3 | 3 | **81** |
| **Below-Market-Rate (BMR) Apartments and Condos** | 0 | 0 | 6 | 35 | 35 | **76** |
| **Below-Market-Rate (BMR) Mobile Homes** | 0 | 0 | 0 | 16 | 16 | **32** |
| **Total** | **16** | **35** | **56** | **86** | **87** | **280** |

Note: We are estimating average first-year CUSD TK-12 rates of: one student in every three SFD homes, townhouse and plex units in mainly-market-rate developments; one student in in every SFD home, townhouse and plex unit in mainly below-market-rate developments; four students in every ten apartments and condos in mainly-below-market-rate developments (excluding seniors housing); and one student in every six mobile homes in below-market-rate locations.

Additional information, including footnotes, for each of these PowerPoint tables can be found in the corresponding tables provided with the written report.

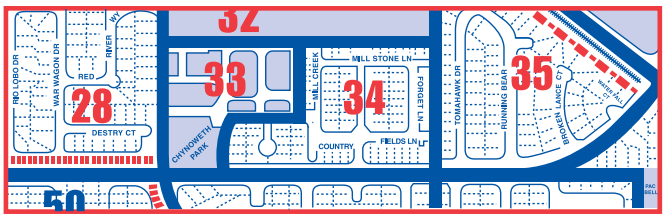
# ENROLLMENT PROJECTION CONSULTANTS

*Providing School Districts with Accurate Enrollment Forecasts by Location*

**Area 32**
Older Mobile Home Park
450 units, 90 K-8 students, 0.20 SGR

**Area 28**
Recent Upper-Income Det. Homes
218 units, 85 K-8 students, 0.39 SGR

**Area 33**
Recent Upscale Townhouses
82 units, 9 K-8 students, 0.11 SGR




**Area 34**
Recent Middle-Income Det. Homes
94 units, 33 K-8 students, 0.35 SGR

**Area 35**
Older Middle-income Det. Homes
89 units, 57 K-8 students, 0.64 SGR

Elementary and Middle School
Attendance Boundaries

Superintendent and Board of Education
Cabrillo Unified School District
498 Kelly Ave.
Half Moon Bay, CA 94019

March 26, 2026

Dear Superintendent and Board of Education:

This is the concluding documentation to the latest enrollment forecast update. We begin with the summary below and then provide some background information. Subsequent sections follow the order of the tables, starting with the projections in Tables 1 and 2 and then the underlying factors to those numbers in Tables 3 to 6. The appendices provide more detail for those who want to delve further into the data.

## Summary of Trend Findings and Projections

The most consequential enrollment factor for the Cabrillo Unified School District (henceforth "CUSD" or "district") has been the significant decline in kindergarten over the last 15 years, with corresponding impacts on the subsequent grades. After having been above 300 as recently as 2003 and in the mid-to-upper 200s from 2004 to 2014, the kindergarten total fell into the lower 200s from 2015 to 2018 and has been below 190 in every year since then.[1] These progressively smaller classes then graduated upward through the grades, leading to reductions in the totals in each grade level. As a result, the elementary total, excluding the growth in TK (transitional kindergarten) that was caused by eligibility expansion, and the middle school total have both gone down in every year since 2016. The high school total has fallen in every year since 2019.

The forecast has some shifts in how these grade level enrollments evolve over the next five years. The projections for the next two years have relatively stable kindergarten totals, but with much lower amounts in 2028 through 2030. Those smaller totals are based on the latest local birth data. These kindergarten forecasts plus the expected evolution of the student distribution through the grades justifies projecting only minimal changes in the elementary and middle school totals in 2026 and 2027. Subsequent years then have lower elementary totals and, due to nuances in the current student distribution, larger middle school totals. The high school total instead declines significantly in each of the next three years, when the last of the larger kindergarten classes from before 2016, which are now in the tenth through twelfth grades, will have graduated. The high school total then could stabilize around that lower amount in 2029 and 2030.

The specific projected grade level changes are for six more elementary students, one more middle school student and 81 fewer high school students next year, compared to the "current" (October 1, 2025) enrollments, and net cumulative differences to 2028 of 17 fewer elementary students, 26 more middle school students and 139 fewer

[1] Whenever just a year is stated, such as 2018, the reference is for, or in the year or years to or from, early October of that year. These figures cover all regular, SDC (Special Education), Alternative Education, NPS (Non-Public School special needs) and Private School students in TK through twelfth grade in student files that were provided to Enrollment Projection Consultants (EPC) by the CUSD.

high school students. These amounts total to 74 fewer CUSD students in 2026 and a cumulative 130 fewer CUSD students to 2028. The forecast has a decline by 157 total students over the next five years, which is by a smaller amount than in any comparable period in the last decade.

Planned and potential new housing are a factor in these projections. The forecast has 73 elementary, 34 middle school and 43 high school students in 2030 who will be coming from new housing developments built in the next five years. These could be optimistic numbers, with some of those units not being occupied until after 2030.

## Background Information

Enrollment Projection Consultants (EPC) uses a highly detailed enrollment forecasting methodology. Each key component of the recent enrollment trends is determined and evaluated for the likelihood to continue, by degree, through the forecast period. That evaluation is based on the experience gained during the last 40 years in over 400 studies covering more than 70 school districts.

Our methodology is based on the use of numerous “planning areas”. In our original study for a client district, we will drive every street to learn the community and divide it into suitable areas for trend analyses purposes. Each of those areas represents a single dominant housing type (wherever feasible) by subjective price ranges and average home and parcel sizes. We have found that even subtle differences in residential type and value can generate divergent enrollment trends in some districts.

Once the planning areas are established, there are several additional steps required to determine the recent student trends. The street addresses at the boundaries for each area are identified through further fieldwork and entered into a “GIS” (Geographic Information System) electronic mapping street index. (This fieldwork is necessary because all commercially available GIS indices are full of errors.) Student enrollment records from the fall of the current and immediately preceding school years are obtained from the client district and processed into a format compatible with the GIS program that we use. This processing includes correcting identifiable student address errors such as street name misspellings, incorrect street types (for instance, “Street” rather than “Road”) and inverted street numbers (e.g., 1150 rather than 1510). The revised student addresses are then coded against the by-area street index. Counts are made of the number of students by grade in each area in every year. The final data preparation step is to aggregate those counts by larger locations, housing types and interpolated income levels.

This process occurred in my first study for the CUSD in 2019-20, with the areas subsequently revised where warranted, such as for new housing developments. We are now analyzing your student trends in, and making projections by, 68 planning areas within your district region.

## Total District Enrollment Trends and Projections

The total enrollment only declined by a net of 94 students from 2006 to 2016, but has fallen by a much greater degree since then, as is shown in the middle rows of Table 1 on page 3. There were reductions by 140 students from 2016 to 2019, then by 395 students in the pandemic-impacted period from 2019 to 2021 and by another 197 students since then. The latter difference, however, includes growth in TK (transitional kindergarten) as the birthdate eligibility for that grade expanded from three months between 2014 and 2021 to five months in 2022, seven months in 2023, nine months in 2024 and a full year of births starting in 2025. The current TK total from just that earlier eligibility period is 28 students, with the other 106 students coming from the added birth months. Without the latter, the elementary total since 2021 would be down by 303 students rather than just 197 students.

These total enrollment declines came mainly from intermittent but generally falling kindergarten numbers, with those lower amounts then graduating upward through the subsequent grades. The color coding in Table 1 should

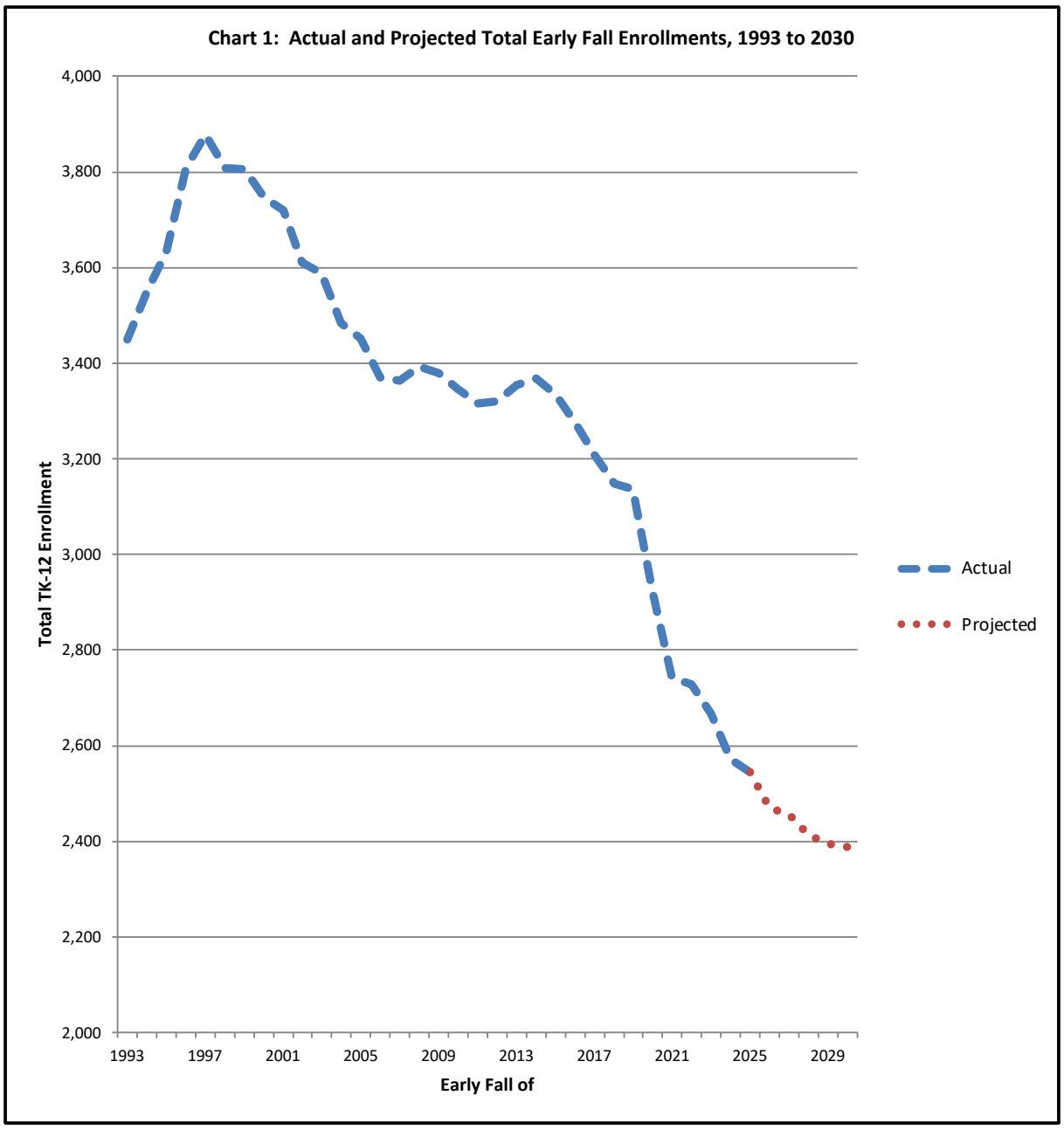
**Table 1: Actual and Projected Enrollments**

*(with grey highlighting for the largest TK-5, 6-8, 9-12 and TK-12 totals since 2006 and with color highlighting of green for classes in K-12 that were, are, or are projected to be over 270 when in ninth; brown for classes between 250 and 269 when in ninth; pink for classes between 230 and 249 when in ninth; red for classes between 200 and 229 when in ninth; and purple for classes below 200 when in ninth)*

| Fall of | Actual and Projected Enrollments by Grade* | | | | | | | | | | | | | | Grade Level Totals* | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | TK-5 | 6-8 | 9-12 | TK-12 |
| **2006** | NA | 248 | 271 | 258 | 280 | 252 | 240 | 219 | 239 | 261 | 260 | 278 | 251 | 313 | 1,549 | 719 | 1,102 | **3,370** |
| **2007** | NA | 279 | 254 | 261 | 249 | 272 | 249 | 239 | 228 | 244 | 281 | 256 | 292 | 259 | 1,564 | 711 | 1,088 | **3,363** |
| **2008** | NA | 273 | 286 | 237 | 265 | 252 | 272 | 256 | 246 | 224 | 251 | 280 | 259 | 291 | 1,585 | 726 | 1,081 | **3,392** |
| **2009** | NA | 283 | 279 | 273 | 229 | 265 | 249 | 275 | 254 | 246 | 230 | 250 | 274 | 272 | 1,578 | 775 | 1,026 | **3,379** |
| **2010** | NA | 270 | 271 | 271 | 258 | 226 | 267 | 250 | 267 | 253 | 249 | 227 | 241 | 295 | 1,563 | 770 | 1,012 | **3,345** |
| **2011** | NA | 293 | 261 | 271 | 259 | 249 | 227 | 261 | 253 | 269 | 240 | 253 | 225 | 255 | 1,560 | 783 | 973 | **3,316** |
| **2012** | 15 | 262 | 275 | 253 | 266 | 254 | 249 | 226 | 263 | 250 | 282 | 240 | 251 | 235 | 1,574 | 739 | 1,008 | **3,321** |
| **2013** | 46 | 255 | 243 | 271 | 249 | 261 | 258 | 249 | 226 | 260 | 261 | 278 | 239 | 258 | 1,583 | 735 | 1,036 | **3,354** |
| **2014** | 59 | 240 | 258 | 238 | 260 | 257 | 258 | 272 | 254 | 218 | 268 | 255 | 281 | 251 | 1,570 | 744 | 1,055 | **3,369** |
| **2015** | 44 | 229 | 225 | 261 | 228 | 257 | 251 | 257 | 272 | 250 | 237 | 265 | 264 | 294 | 1,495 | 779 | 1,060 | **3,334** |
| **2016** | 40 | 224 | 218 | 225 | 255 | 225 | 263 | 270 | 261 | 264 | 254 | 237 | 266 | 274 | 1,450 | 795 | 1,031 | **3,276** |
| **2017** | 55 | 214 | 205 | 217 | 223 | 251 | 218 | 264 | 270 | 260 | 260 | 257 | 239 | 273 | 1,383 | 794 | 1,029 | **3,206** |
| **2018** | 32 | 201 | 214 | 204 | 213 | 220 | 250 | 230 | 265 | 274 | 275 | 253 | 268 | 250 | 1,334 | 769 | 1,046 | **3,149** |
| **2019** | 50 | 170 | 201 | 208 | 209 | 212 | 212 | 262 | 236 | 264 | 282 | 273 | 267 | 290 | 1,262 | 762 | 1,112 | **3,136** |
| **2020** | 29 | 189 | 164 | 196 | 190 | 198 | 195 | 212 | 240 | 223 | 283 | 271 | 262 | 272 | 1,161 | 675 | 1,088 | **2,924** |
| **2021** | 31 | 161 | 177 | 149 | 177 | 187 | 184 | 192 | 205 | 242 | 239 | 278 | 253 | 266 | 1,066 | 639 | 1,036 | **2,741** |
| **2022**** | 53 | 177 | 160 | 175 | 153 | 178 | 182 | 197 | 185 | 201 | 253 | 242 | 291 | 282 | 1,078 | 583 | 1,068 | **2,729** |
| **2023**** | 62 | 189 | 175 | 154 | 170 | 156 | 172 | 163 | 195 | 186 | 218 | 262 | 259 | 306 | 1,078 | 544 | 1,045 | **2,667** |
| **2024**** | 107 | 141 | 188 | 177 | 162 | 170 | 153 | 170 | 161 | 190 | 217 | 212 | 260 | 263 | 1,098 | 521 | 952 | **2,571** |
| **2025**** | 134 | 173 | 140 | 185 | 181 | 162 | 170 | 148 | 183 | 169 | 193 | 224 | 213 | 269 | 1,145 | 500 | 899 | **2,544** |
| **Net Change from Fall 2006 to Fall 2016 (ten years)** | | | | | | | | | | | | | | | **-99** | **76** | **-71** | **-94** |
| **Net Change from Fall 2016 to Fall 2019 (three years)** | | | | | | | | | | | | | | | **-188** | **-33** | **81** | **-140** |
| **Net Change from Fall 2019 to Fall 2021 (two years; main pandemic-impacted period)** | | | | | | | | | | | | | | | **-196** | **-123** | **-76** | **-395** |
| **Net Change from Fall 2021 to Fall 2025 (four years)** | | | | | | | | | | | | | | | **79** | **-139** | **-137** | **-197** |
| **Net Change from Fall 2021 to Fall 2025 aside from TK gain due to eligibility expansion**** | | | | | | | | | | | | | | | **-27** | **-139** | **-137** | **-303** |
| **2026** | 131 | 180 | 172 | 137 | 188 | 182 | 161 | 169 | 148 | 184 | 181 | 195 | 223 | 219 | 1,151 | 501 | 818 | **2,470** |
| **2027** | 113 | 176 | 181 | 171 | 143 | 192 | 182 | 163 | 172 | 151 | 199 | 185 | 196 | 231 | 1,158 | 486 | 811 | **2,455** |
| **2028** | 103 | 152 | 177 | 181 | 177 | 146 | 192 | 185 | 166 | 175 | 166 | 203 | 187 | 204 | 1,128 | 526 | 760 | **2,414** |
| **2029** | 107 | 138 | 152 | 176 | 186 | 179 | 147 | 193 | 188 | 169 | 192 | 169 | 205 | 194 | 1,085 | 550 | 760 | **2,395** |
| **2030** | 107 | 144 | 139 | 152 | 180 | 189 | 179 | 148 | 195 | 191 | 184 | 195 | 171 | 213 | 1,090 | 534 | 763 | **2,387** |
| **Projected Change in One Year to October 2026** | | | | | | | | | | | | | | | **6** | **1** | **-81** | **-74** |
| **Projected Change in Two Years to October 2027** | | | | | | | | | | | | | | | **13** | **-14** | **-88** | **-89** |
| **Projected Change in Three Years to October 2028** | | | | | | | | | | | | | | | **-17** | **26** | **-139** | **-130** |
| **Projected Change in Four Years to October 2029** | | | | | | | | | | | | | | | **-60** | **50** | **-139** | **-149** |
| **Projected Change in Five Years to October 2030** | | | | | | | | | | | | | | | **-55** | **34** | **-136** | **-157** |

* Actual early October enrollments, with exception of 2019 being from September 24, are from student files provided to EPC by the CUSD starting in 2016 and from the CDE website from before 2016, with the exception that TK totals in 2012 to 2015 were provided by CUSD. (CDE combines TK and K in the K totals.) TK was phased in from 2012 to 2014, starting with one birth month of eligibility in 2012, and that phasing-in reduced the birthdate eligibility for kindergarten to eleven months in 2012 to 2014. CDE counts exclude small numbers of ungraded students. Some Hybrid Alternative Education students were excluded from the 2021 student file provided by CUSD; this mainly reduced the 9-12 counts. NPS (Non-Public-School special needs) students are included in the latest and projected totals. Projected enrollments are for October 1 of each year.

** Enrollment from the original three-month birthdate eligibility period for TK, for comparative trend consideration, was 31 for 2022, 33 for 2023, 46 for 2024 and 28 for 2025, for a net decline by three students from 2021 to 2025.




help make this evolution clearer. These color codes are for the sizes of the classes when in ninth grade and follow those classes as they graduated upward through the other grades. The last time there were more than 300 kindergartners was in 2003 and that evolved into the green-colored class (for 270+ students when in ninth grade) that is shown in third grade in 2006.[2] There also are green-colored classes in the eighth, tenth and twelfth grades in 2006 that have evolved from large kindergarten classes in the 1990s. The second largest classes, which are colored in brown for having between 250 and 269 students when in ninth grade, are in the majority of the

[2] The Table 1 and Chart 1 figures are (A) from student files provided to Enrollment Projection Consultants (EPC) by the CUSD for the fall 2016 to 2025 enrollments and (B) from the California Dept. of Education (CDE) website for before 2016. The files provided by the CUSD have different kindergarten totals than the CDE prior to 2023 because the CDE's totals included TK until then. There also are smaller divergences by grade, including due to some accuracy issues in the 2023 and 2024 files.

remaining grades in 2006. There are no classes that subsequently evolved into having fewer than 230 ninth grade students until 2014. Both that year and 2015 have the only red colored kindergarten totals, for classes that evolved into having between 230 and 249 when in ninth grade. Every year since then both (1) has had kindergarten classes with fewer than 225 students and (2) has totals that evolved, or are forecast to evolve, into fewer than 200 students when in ninth grade. These classes are colored in purple in the table. These purple-colored classes have evolved from being only in kindergarten in 2016 to being in all of grades K-9 today.

Even within these purple-colored classes, however, there is a general decline in the kindergarten totals. These kindergarten classes declined from being in the low 200s in 2016 to 2018 to always being below 190 since then, including only having 141 students a year ago. This year's rebound to 173 kindergartners is still to a lower total than in three of the four years before 2025.

The current student distribution has exceptionally small totals of 140 in first grade (from the small kindergarten class in 2025) and 148 in sixth grade, while the largest class in K-8 is the 185 second graders, and these differences impact the projections. The middle school will lose that small current sixth grade class when it will have graduated into ninth grade for 2028. When combined with a larger class that is now in third grade, the result should be a jump by 40 students in the middle school total, in shifting from a loss of 14 students to 2027 to a net gain of 26 students to 2028. The high school level, including special schools, has its largest projected decline for next year after the large current twelfth grade class will have graduated, but the second largest single-year drop is in 2028 when that same small current sixth grade class will enter ninth grade. The greatest projected single-year elementary reduction occurs in 2029, when both that large current second grade class will have graduated into sixth grade and a small kindergarten class is forecast.

The results of these projected evolving differences in class totals, along with other factors such as (1) new housing and (2) the impact of local birth data on the kindergarten forecast, are for virtually all of the reduction to 2026 and 2027 to occur in the high school level. That level is forecast to have 81 fewer students next year, while the elementary and middle school levels could have minimal gains, for a net total enrollment loss of 74 students. The following year has the high school level down by a cumulative 88 students (i.e., by another seven students from 2026), while the elementary level is forecast to have a cumulative rise by 13 students and the middle school total could have14 fewer students. The total projected decline is by 89 students from 2025 to 2027.

Subsequent years have the divergent shifts, compared to the current enrollments, of declines at the elementary level and gains for Cunha, to net differences of 55 fewer elementary students and 34 more middle school students in 2030. Those are much smaller amounts than the net cumulative loss of 136 high school students.

## Additional TK Information

Even though TK now has a full year of eligible birthdates (for all four-year-olds as of September 2), the current and projected TK amounts are much lower than those for kindergarten, which we need to explain. Eligibility for TK from 2014 to 2021 covered the three birth months of September through November (specifically September 2 through December 1, but we will simplify this discussion to whole months). As three birth months are one-quarter of the twelve birth months that qualify for kindergarten, over several years there theoretically should have been an average of 25% as many TK students as were in kindergarten. Few districts averaged close to 25%, however, with most averaging below 20% and some below 15%. Your district averaged 21% from 2017 to 2025 from the traditional three-month birthdate eligibility period. There clearly have been some parents unwilling to put their children into TK programs in districts where they were willing to subsequently enroll their children in kindergarten.

This year in the CUSD, which is the first with a full year of births qualifying for TK, there are 134 TK students and 173 kindergartners, so the ratio of TK students to kindergartners is 77%. That is less than the 84% ratio vicinity (from 21% times four) that we would have expected based on past trends. This may indicate that there will be a

smaller kindergarten class than what we are projecting for next year. The reason we do not have a lower 2026 kindergarten estimate is the offsetting factor of the correlative local birth figures that are described later.

**Projected Resident Student Populations by the Current Attendance Areas**

This forecast is again based on analyses of where the students live (the resident population[3]) rather than the schools they attend (the attending enrollment). Resident totals differ from enrollments because the former are counts of where the district-enrolled students live (i.e., their home addresses in the files provided by the CUSD), regardless of the schools attended. Due to intra-district (across attendance boundaries) and incoming inter-district (from outside the district region) attendance, school enrollments always differ from their resident student totals in the relevant grades. In your district's case, this is mainly an issue at the elementary level since the entire district region is the attendance area for the middle school and high school. We flip back-and-forth between these "resident" and "enrollment" amounts in the text below, and it is important to remember the distinction between these two types.

Table 2, on page 7, presents the key resident and enrollment findings and projections for each attendance area.

*Key Findings Related to the Data in Table 2*

Farallone View has a large negative attending adjustment, with a net of 102 more outgoing than incoming students from the other CUSD elementaries. There are several contributing reasons for this. The CUSD implemented new attendance areas for the 2024-25 school year, with the Pillar Ridge mobile home park (MHP) shifted from El Granada to Farallone View and both the Highland Park neighborhood and the San Mateo Road (Highway 92) corridor shifted to El Granada from Hatch.[4] This Pillar Ridge change moved large numbers of resident students out of El Granada and into Farallone View. "Grandfathering" that allowed Pillar Ridge students who already were enrolled elsewhere to stay enrolled in those schools is one reason for why Farallone View has such a large loss in the net attending adjustment. Other factors in that reduction include SDC (Special Day Class, a.k.a., Special Education) students being enrolled at El Granada and students attending the bilingual program at Hatch. If not for these net attending adjustment differences from resident students to enrollments, Farallone View and El Granada could have comparable current enrollments. There instead are 137 more students enrolled at El Granada than at Farallone View.

These enrollment differences between El Granada and Farallone View, however, should narrow over the next three years. This is partly due to the phasing out of grandfathered Pillar Ridge students at El Granada, but the larger reason is that the forecast has declining resident totals for El Granada and rising resident totals for Farallone View. While this resident student trend divergence could be minimal for next year, in the following two years a development of 71 below-market-rate (BMR, a.k.a., "affordable") townhouses should add notably to Farallone View's student totals. We discuss this development in more detail in the new housing section.

Hatch has the largest current and projected numbers by a significant degree. This school's resident total is already much larger than those for the other elementaries, but it also gains 49 enrolled students in the attending adjustment. The result is a current enrollment that nearly equals those in the other three elementaries combined. Even with a projected loss of 34 resident students over the next three years, Hatch will continue to have far more students than the other elementaries.

As in our last study in 2022-23, the Kings Mountain resident student total is forecast to stay in the mid-to-upper 20s. Many of that school's students come from outside of its attendance area.

[3] "Resident" throughout this report means physical resident, not legal resident.

[4] Students in the San Mateo Road corridor housing were previously allowed to choose between El Granada and Hatch.

**Table 2: Current Resident-to-Enrollment Comparison and Projected Resident Students**

| School | *Actual Resident Students and Enrollment part** Resident Shift from Oct. 2022 | Actual October 2025 Students: Resident Students | Attending Adjustment | Attending Enrollment | *Projected Resident Students part** Projected Students (Relevant Grades) Total in October of 2026 | 2027 | 2028 | Change to 2026 | Change to 2028 |
|---|---|---|---|---|---|---|---|---|---|
| **Farallone View** | 5 | **295** | **-102** | **193** | 309 | 318 | 338 | **14** | **43** |
| **El Granada** | 13 | **293** | **37** | **330** | 293 | 291 | 270 | **0** | **-23** |
| **Hatch** | 35 | **512** | **49** | **561** | 503 | 504 | 478 | **-9** | **-34** |
| **Kings Mountain** | 0 | **26** | **22** | **48** | 27 | 26 | 24 | **1** | **-2** |
| NPS | NA | NA | 4 | 4 | | | | | |
| District Office | NA | NA | 1 | 1 | | | | | |
| Private School Group | NA | NA | 8 | 8 | | | | | |
| Resident TK-5 Total | 53 | 1,126 | 19 | NA | 1,132 | 1,139 | 1,110 | 6 | -16 |
| Other TK-5** | 14 | 19 | -19 | NA | 19 | 19 | 18 | 0 | -1 |
| **Cunha** | | | | **488** | | | | | |
| NPS | | | | 2 | | | | | |
| District Office | | | | 1 | | | | | |
| Private School Group | | | | 9 | | | | | |
| **Total** | -80 | **485** | **15** | **500** | 489 | 474 | 514 | **4** | **29** |
| Other 6-8** | -3 | 15 | -15 | NA | 12 | 12 | 12 | -3 | -3 |
| **HMB High** | | | | **854** | | | | | |
| **Pilarcitos** | | | | **28** | | | | | |
| NPS | | | | 4 | | | | | |
| District Office | | | | 10 | | | | | |
| Private School Group | | | | 3 | | | | | |
| **Total** | -186 | **862** | **37** | **899** | 788 | 782 | 733 | **-74** | **-129** |
| Other 9-12** | 17 | 37 | -37 | NA | 30 | 29 | 27 | -7 | -10 |

* Figures include SDC (Special Day Class, a.k.a., Special Education) students. Resident totals are of students enrolled in any of the listed schools in the relevant grades with home addresses in that attendance area, regardless of the schools attended.

** "Other" is for incoming inter-district students and students listed at residentially unlocatable addresses such as PO boxes.

Notes: (1) Projections contain hidden fractions, so the totals shown above may not sum exactly to those in other tables.
(2) Resident totals in TK-5 only had five birth months of TK eligibility in 2022 and 12 birth months of TK eligibility in 2025, with corresponding growth in TK students factoring into the total resident TK-5 changes by elementary school since 2022.
(3) NPS (Non-Public School), District Office and Private School Group totals are from CUSD student classifications.

Two comments need to be made about the resident student differences since 2022 that are shown in the table. The first is that the resident elementary numbers rose because of growth in TK; without that growth, every elementary region would have lower totals now than three years ago. The second is that the "other" figures include both incoming inter-district students (mainly from the La Honda – Pescadero SD) and students listed at residentially unlocatable addresses such as PO boxes. There were few unlocatable addresses in 2022 and there is a larger total of those addresses now, which contributes to the growth in these "other" numbers.

**Resident CUSD-Enrolled Student Totals by General Relative Housing Value Levels**

The district was divided into EPC-created "planning areas" in our first CUSD study so that we could determine where the student changes are occurring and then evaluate the likelihood for those trends to continue, by degree. Each of these areas represents, wherever feasible, a single dominant housing type by subjective price ranges and average home and parcel sizes. Please note, however, that the CUSD has some locations (mainly rural) with a complete mix of housing conditions. We needed to classify those by the dominant characteristic, especially for the student source, which is in the "Relatively Moderate Value" group in most cases. The resultant findings are shown in Table 3 on page 9.

*Understanding the Data in Table 3*

The figures in Table 3 are for the resident totals of district-enrolled students in the fall of the last seven years (2019 to 2025) coming from aggregates of the EPC-created planning areas. Each of these areas has been assigned a general relative dominant housing value (or average value) based on a standardized but nonetheless subjective EPC evaluation methodology. The purpose of this data is to identify how the student population is evolving within the three general value levels of "Relatively Most Affordable and Affordable", "Relatively Moderate Value" and "Relatively High Value". The student counts within these categories are provided in groups of three grades each (K-2, 3-5, 6-8 and 9-11, as well as in TK-12) so that we can easily show both (1) how the totals have changed as those students graduated upward by three grades in three years and (2) the general age distribution of the students. The "Relatively Most Affordable and Affordable" dwellings, for instance, had 162 students in K-2 in 2022 and there are now 157 students in grades 3-5, which was a net loss of five students in that population as it graduated forward by three grades. This is shown by the "-5" in the table (see lowest row in the top section of page 9). We also show how the K-2 group itself changed during that time, which was a net loss of 12 students due to a reduction from 162 to 150. This is after having lost a net of 33 K-2 students over the previous three years, in the pandemic-impacted period. These three-year and six-year shifts in K-2 are "boxed" because those are important indicators of whether the families of the students are getting older, with declining kindergarten totals likely, or are instead becoming younger (via turnover), thereby generating potential kindergarten growth.

These figures exclude incoming inter-district students and students listed at unlocatable addresses.

*Key Findings Related to the Data in Table 3*

There have been significant improvements in most of the student changes in the "Relatively Moderate Value" and "Relatively High Value" categories since our last study. The "High Value" homes had a reduction by 165 total students from 2019 to 2022, along with large net losses as the totals in K-2 and 3-5 advanced into the next three-grade groups. The 162 students in K-2 in 2019, for example, graduated upward into being just 131 students in grades 3-5 in 2022. That is nearly a 20% decline. The advancement from 3-5 to 6-8 was essentially a 15% reduction. These same grade group advancements in the "Moderate Value" homes were by the smaller but still consequential percentages of 13% and 9%. The pandemic presumably contributed to these losses, with some students having shifted to private schools or home schooling or having moved away. Since 2022, by contrast, there were no net student losses in either of those advancements in the "High Value" dwellings and by lesser degrees of decline in the "Moderate Value" homes. Both of these categories only had nominal K-2 reductions in net since 2022. For the "High Value" residences, there also was a decline by just six total students since 2022, after having lost 165 students in the preceding three years. With a relatively balanced current student distribution between the three-grade groups and a K-2 total that has changed only slightly in recent years, these "High Value" homes collectively appear to have as many young families as older families, with continued stable K-2 totals possible in the next few years.

"Relatively Most Affordable and Affordable" dwellings, by contrast, had only minimal improvement in most of the changes from 2022-to-2025 compared to what occurred from 2019-to-2022. The K-2 total is down by another

**Table 3: Resident Student Trends by Housing Situation**

| Housing Category | Subject | Fall of | CUSD Students by Grade Group K-2 | 3-5 | 6-8 | 9-11 | TK-12 | Percent TK-12 Change |
|---|---|---|---|---|---|---|---|---|
| **Relatively Most Affordable and Affordable** | Resident Students | 2019 | 195 | 202 | 284 | 275 | 1,082 | |
| | | 2020 | 170 | 195 | 233 | 277 | 973 | |
| | | 2021 | 172 | 204 | 205 | 261 | 955 | |
| | | 2022 | 162 | 187 | 187 | 273 | 919 | |
| | | 2023 | 165 | 172 | 190 | 234 | 891 | |
| | | 2024 | 145 | 162 | 193 | 203 | 817 | |
| | | 2025 | 150 | 157 | 172 | 192 | 780 | |
| | **Net 6-Year Change Within Grade Group** | | **-45** | | | | **-302** | **-31%** |
| | **Net 3-Year Change Within Grade Group** | | **-12** | | | | **-139** | **-15%** |
| | Net 3-Year Change from Prior Grade Group | | | -5 | -15 | 5 | | |
| **Relatively Moderate Value** | Resident Students | 2019 | 221 | 261 | 260 | 262 | 1,094 | |
| | | 2020 | 204 | 242 | 242 | 271 | 1,047 | |
| | | 2021 | 171 | 212 | 245 | 260 | 984 | |
| | | 2022 | 186 | 192 | 238 | 265 | 1,000 | |
| | | 2023 | 179 | 165 | 212 | 267 | 946 | |
| | | 2024 | 203 | 172 | 177 | 268 | 951 | |
| | | 2025 | 183 | 183 | 178 | 239 | 932 | |
| | **Net 6-Year Change Within Grade Group** | | **-38** | | | | **-162** | **-15%** |
| | **Net 3-Year Change Within Grade Group** | | **-3** | | | | **-68** | **-7%** |
| | Net 3-Year Change from Prior Grade Group | | | -3 | -14 | 1 | | |
| **Relatively High Value** | Resident Students | 2019 | 162 | 166 | 213 | 272 | 932 | |
| | | 2020 | 174 | 144 | 186 | 260 | 877 | |
| | | 2021 | 142 | 127 | 176 | 237 | 769 | |
| | | 2022 | 162 | 131 | 140 | 236 | 767 | |
| | | 2023 | 163 | 153 | 126 | 211 | 762 | |
| | | 2024 | 150 | 138 | 137 | 194 | 736 | |
| | | 2025 | 157 | 162 | 135 | 173 | 761 | |
| | **Net 6-Year Change Within Grade Group** | | **-5** | | | | **-171** | **-18%** |
| | **Net 3-Year Change Within Grade Group** | | **-5** | | | | **-6** | **-1%** |
| | Net 3-Year Change from Prior Grade Group | | | 0 | 4 | 33 | | |
| **District Region** | Resident Students | 2019 | 578 | 629 | 757 | 809 | 3,108 | |
| | | 2020 | 548 | 581 | 661 | 808 | 2,897 | |
| | | 2021 | 485 | 543 | 626 | 758 | 2,708 | |
| | | 2022 | 510 | 510 | 565 | 774 | 2,686 | |
| | | 2023 | 507 | 490 | 528 | 712 | 2,599 | |
| | | 2024 | 498 | 472 | 507 | 665 | 2,504 | |
| | | 2025 | 490 | 502 | 485 | 604 | 2,473 | |
| | **Net 6-Year Change Within Grade Group** | | **-88** | | | | **-635** | **-20%** |
| | **Net 3-Year Change Within Grade Group** | | **-20** | | | | **-213** | **-8%** |
| | Net 3-Year Change from Prior Grade Group | | | -8 | -25 | 39 | | |

Note: Value levels are subjective EPC evaluations of the dominant housing situation and student source in each EPC-created planning area.

twelve students, which is by a smaller amount than in the previous period, but that loss since 2022 is still greater than those in the other two housing categories combined. The latest reduction in TK-12 students was nearly as large as before, with 139 fewer students compared to 163 fewer students in the prior pandemic-impacted period. With a student distribution that has continued to be slanted toward the upper grades, these appear to be mainly aging families that will provide even lower student totals in each of these grade groups over the next five years. This grade distribution is the opposite of what we usually find in such housing, as these tend to be small units that are more suitable for families with younger rather than older students. This nonetheless is a trend that has existed for a long time in these units in the CUSD.

**Average Cumulative Advancement Rates**

Forecasts need to be based on at least some of the student trends in existing housing that occurred "recently", with (1) how far back "recently" should go and (2) which of those trends are more applicable for the projections needing to be professional judgment calls. Those "calls" include knowledge gained from studies elsewhere, which for this demographer covers studies for seven other central and southern San Mateo County school districts, along with more than a dozen Santa Clara County districts, in the last five years. What is inappropriate to do, however, is to apply forecast expectations that do not have any basis in any of the available trend data.

The problem that the pandemic created was that there were trend shifts that had never occurred before, both during the pandemic and in the student rebounds that often occurred after the pandemic. No matter which past trends were selected as appropriate for a forecast, they could not be correct estimations for what subsequently occurred in (from 2019-to-2022) and immediately after (in mainly 2022-to-2023) the pandemic. The latter impacts the three-year average rates since 2022, so simply applying those rates may not generate the most accurate forecast possible.

We therefore have determined how much the grade-to-grade advancement rates have changed from before, during and since the pandemic for consideration of which are more appropriate for the forecast. Grade-to-grade rates are calculations of the net change in the student totals in each grade as they graduate into the next grade in the following year. These figures, which are sometimes called cohort survival rates, are most applicable to an accurate forecast when they are determined specifically for students from existing dwellings. For example, if there had been a total of 100 students in kindergarten last year and 105 in first grade this year from the same group of homes, that would be a +5% (1.05) net advancement rate gain. These rates usually are averaged over the last several years within each single-grade advancement to avoid giving too much influence to nuances that occurred in any one year. These grade-to-grade rates are provided in Appendix B1, with their "cumulative rates" (explained below) in the three previously discussed housing categories provided in Table 4 on page 11.[5]

These rates are a different way to evaluate the existing housing trends described in the previous section. There is one key difference, however, which is that the student totals also change due to the class sizes of the incoming TK and kindergarten students and the graduating twelfth graders; those do not factor into advancement rates.

*Understanding the Data in Table 4 and Appendix B1*

Discussing many of the individual grade-to-grade rates can be an overload of data without providing clarity, so we prefer to summarize the results via what we call cumulative rates. Cumulative rates are the compounding of the individual grade-to-grade advancement rates from the first to eighth grades averaged over each specified period. These cumulative figures identify the net changes in the student body classes as they graduated upward through the grades. Using the "Relatively Moderate Value" category in the 2016-to-2019 period in Table 4 as an example,

[5] We exclude the rates entering first grade and ninth grade (which eliminates using the other high school grades as well) from this cumulative calculation because those have often been impacted by students coming out of private schools. That private school factor, while important, is a separate issue from identifying the changes occurring in existing housing in the elementary and middle school grades through turnover, which are the main reasons for identifying these cumulative rates.

**Table 4: Recent Cumulative Advancement Rates by General Housing Value Category***

| General Housing Value Category** | Current CUSD Students | Student Change in 2025 | Cumulative Average Advancement Rates in Early Fall from** *Latest Rate Difference* | 2021 to 2025 | 2019 to 2021 | 2016 to 2019 | Normal Range*** |
|---|---|---|---|---|---|---|---|
| **Relatively Most Affordable and Affordable** | 780 | -37 | ***0.06*** | **0.89** | **0.83** | **0.95** | 0.60 - 1.00 |
| **Relatively Moderate Value** | 932 | -19 | ***0.29*** | **0.92** | **0.63** | **1.04** | 0.70 - 1.10 |
| **Relatively High Value** | 761 | 25 | ***0.50*** | **1.07** | **0.57** | **1.17** | 0.80 - 1.20 |
| **District Region** | 2,473 | -31 | ***0.27*** | **0.94** | **0.67** | **1.04** | NA |

* Cumulative rates are the cumulative impact from first to eighth grades of the individual grade-to-grade net "advancement rates" (a.k.a. "cohort survival rates") averaged over the relevant periods. The "Relatively Most Affordable and Affordable" areas, for example, collectively had net average annual grade-to-grade advancement rates from Fall 2016 to Fall 2019 that combine into a 0.95 cumulative rate. This means that, if these rates return for the next decade, then there eventually would be 95% as many eighth graders (i.e., a net of -5%) from these same housing units as there had been first graders seven years earlier. The rates of change (a) from kindergarten to first grade and (b) from eighth grade to ninth grade are excluded from these cumulative rates because those often include significant impacts of students coming from and going to private schools. While such private school impacts are important forecast components, those are separate factors from the main purposes in determining these cumulative rates, which are to estimate the net enrollment impacts of housing turnover and the pandemic.

** General housing value ranges are subjective EPC evaluations of the dominant residential situation in each of the EPC-created planning areas.

*** The "Normal Range" was the recent vicinity, prior to 2020, that over 80% of our clients were in for the category listed. A few districts had pre-2020 figures well outside these ranges.

Note: The net grade-to-grade rates underlying these cumulative rates have been modified in the forecast where warranted based on EPC evaluation, including via substitutions of alternative calculations that are shown, along with by-grade data, in Appendix B.

the "1.04" means that 100 students in first grade in any one year would become 104 students seven years later in eighth grade (i.e., a net 4% increase) if these rates return in the future. From 2019 to 2021 during the worst years of the pandemic, however, the cumulative rate from these units dropped all the way to 0.63, which is below the pre-pandemic normal cumulative rate range of 0.70 to 1.10 for this category, as is shown in the table. That rate then rebounded to 0.92 since 2021, for a rate difference between these latest two periods of 0.29.

*Key Findings Related to the Data in Table 4*

The CUSD is unique among our client districts in having none of the latest rates be greater than those from before the pandemic in every housing category. This makes the latest rates in the CUSD generally more realistic to continue, with the rate rebounds from the lows during the pandemic not exceeding either the prior trends or the normal ranges in each category. There nevertheless are some underlying grade-to-grade rates in the CUSD that did spike too greatly from 2021-to-2023. In those situations the alternative rates from either just 2023-to-2025 or from 2016-to-2019 (which are shown in Appendix B1) were considered more appropriate to apply in the forecast.

Another key cumulative rate finding, which we also made in our last study, is that the "Relatively Most Affordable and Affordable" category had rates in all of the periods that are only moderately below 1.00. Even having the rate stay above 0.80 in the main pandemic-impacted years is higher than in most districts. This indicates that there

has been only limited turnover. The more common occurrence from such dwellings, which are often small rental units, is to have higher turnover rates than in the other value categories, with an ongoing concentration of young children. This is because new occupants of such units tend to be younger, since these are the only residences that they can afford at first. As the incomes of some of those parents increase when they get older, they then often move to larger residences that are more appropriate for older children. The new occupants in the units they moved out of, if those new occupants are families, are again mostly younger parents with young children. This results in low cumulative rates and an ongoing concentration of students in the elementary grades. Since your district does not have this pattern occurring in this category, even in the worst years of the pandemic, there instead appears to be a significant aging of the occupants of those units, with fewer births probably occurring. This supports our finding in this category in the previous section.

With all of the value categories having their latest cumulative rates be relatively close to 1.00, the greater factor for the recent enrollments has been the changing kindergarten numbers that subsequently graduated upward through the other grades, resulting in the current student distributions through the grades.

## Comparison of Local Birth Counts to Corresponding Kindergarten Populations

One method for estimating the pending kindergarten enrollments is to review local birth statistics. While we usually feel that identifying the evolving trends in each neighborhood and housing category are just as important, birth data is useful if (1) there is a consistent correlation between births and the corresponding (five years later) kindergarten students in the local area and/or (2) the change in the local birth totals is noteworthy, even when a strong births-to-kindergartners correlation does not exist.

We have found the most suitable source for birth data, for correlation to kindergartners, is totals by zip code that are gathered by county health departments. Keep in mind, however, that these figures have a five-year gap in relation to the resultant kindergartners and any housing turnover during the interim, along with factors such as varying levels of parents choosing private schools, will alter the correlative ratio. With these caveats in mind, a comparison of birth trends and kindergartners from the Half Moon Bay and El Grenada zip codes is provided in Table 5 on page 13.[6]

### *Understanding the Data in Table 5*

Two types of data are of importance in these tables: (1) how the birth totals have changed and (2) how consistent the correlative ratios between births and kindergartners (five years later) have been. The first row of Table 5, for example, shows that there were 180 births in “2014” (as adjusted) to mothers with home addresses in these two zip codes. Five years later, in 2016, there were 122 CUSD-enrolled kindergartners from homes in those zip code areas. That is 68% of the births. Several factors contribute to why this is below 100%, including private school enrollments and families moving out of the district in the intervening years.

The adjustment made in the annual birth numbers was to prorate the amounts in the two calendar years relevant to each kindergarten eligibility period. Each birth figure shown actually represents four-twelfths of the previous calendar year’s total and eight-twelfths of the stated year’s total (for all but September through December) to better correlate to the corresponding kindergarten figure.

### *Key Findings Related to the Data in Table 5*

While the births-to-correlative-kindergartners ratios in these two zip codes had huge variances in the past, they have been in a relatively small range of 69% to 74% for the four most recent kindergartners. This makes the 71%

[6] The first Table 5 footnote explains why the zip codes relevant to the other parts of the district are excluded.

**Table 5: Comparison of Births in Two Key CUSD Zip Codes to Corresponding Kindergartners Five Years Later***

| Birth Year and School Enrollment Date | Total Births in Zip Codes 94018 & 94019 | CUSD-Enrolled Kindergartners in Zip Codes 94018 & 94019 | Ratio of Kindergarten Students to Births |
|---|---|---|---|
| **"2014" Births** and late Sept. 2019 Kindergartners | 180 | 122 | 68% |
| **"2015" Births** and October 2020 Kindergartners | 180 | 146 | 81% |
| **"2016" Births** and October 2021 Kindergartners | 186 | 111 | 60% |
| **"2017" Births** and October 2022 Kindergartners | 195 | 135 | 69% |
| **"2018" Births** and October 2023 Kindergartners | 181 | 134 | 74% |
| **"2019" Births** and October 2024 Kindergartners | 163 | 113 | 69% |
| **"2020" Births and October 2025 Kindergartners (current)** | 170 | 120 | 71% |
| **Average Relevant to Last Three School Years (okay correlation in 5% range from 69% to 74%)** | | | 71% |

| | note that birth totals below, compared to "2020", rise a little and then fall significantly | Potential CUSD Resident Kindergarten Students (excl. TK) at Latest Three-Year Average Ratio | |
|---|---|---|---|
| | | in Zip Codes 94018 & 94019 | adding zip codes 94037 and 94038** |
| **"2021" Births and Potential October 2026 Kindergartners** | 181 | 129 | 174 |
| **"2022" Births and Potential October 2027 Kindergartners** | 176 | 126 | 169 |
| **"2023" Births and Potential October 2028 Kindergartners** | 136 | 97 | 136 |
| **"2024" Births and Potential October 2029 Kindergartners** | 124 | 88 | 120 |

* Birth totals are proportionate amounts in the listed year and the prior year so as to properly correlate to the kindergarten eligibility period shown, such as "2014" births representing four-twelfths of the birth total in 2013 and eight-twelfths (for all but September to December) of the birth total in 2014. Zip code 94018 is a P.O. box zip code in El Granada for which births have been assigned for some remote addresses that do not have postal delivery. The Montara and Moss Beach zip codes 94037 and 94038 are excluded because there is no correlation between their birth totals and the corresponding kindergartners five years later from addresses in those zip codes, but the birth totals are significantly lower in "2024" in these combined zip codes as well. The San Gregorio zip code (94074), which is mainly but not entirely in the CUSD, is excluded because the numbers are too small to be meaningful. The Kings Mountain area is excluded because that is in a zip code (94062) that is mainly outside the CUSD. The few addresses in the CUSD part of the La Honda zip code (94020) also are excluded. Trends in the combined 94018 and 94019 zip codes are considered applicable to all of the CUSD area.

** These figures are based on the combined 94018, 94019, 94037 and 94038 birth totals and exclude kindergartners from the Kings Mountain, San Gregorio and La Honda parts of the CUSD and all incoming inter-district kindergartners.

**Note: These figures are one of many factors in the kindergarten projections.** Student trends by housing situations and any subsequent new housing contributions are also factors, with modest regional revisions based on the above data.

Sources: Births are from Calif. Dept. Health Statistics; Actual kindergarten figures are from files provided to EPC by CUSD.

average ratio since 2023 to be a reasonably good indicator for what the pending ratios should be. Unfortunately the correlative ratios in the combined Moss Beach and Montara zip codes have had much greater differences, so only the trends in those birth numbers are considered useful data to include in the lower right part of Table 5.

The key item to note in Table 5 is the severe reduction in birth totals in the latest two years of available data. (2025 figures will not be released until later this year.) There were between 180 and 195 births in the combined Half Moon Bay and El Granada zip codes in “2014” through “2018”. The total in those zip codes then fell to 163 in “2019” and that does correlate to the smallest kindergarten total (113) in the last four years from these zip codes.

The total then rebounded by only seven births, to 170 in "2020", and the correlative kindergarten total for this year also rebounded by seven students (to 120). The birth totals correlating to the kindergartners from these zip codes in the next two years are even higher, at 181 and 176, and these are the main reason for why we are forecasting kindergarten enrollments in 2026 and 2027 that are a little larger than in the current kindergarten.[7] Our forecast for kindergartners in 2028 and 2029, however, is for much lower numbers because the correlative birth figures drop to just 136 and 124. Those are 20% and 27% lower than the birth total correlating to the current kindergartners.[8]

## Projected Impacts of New Housing

New dwellings impact enrollment through a combination of (1) the number of residences expected in each housing type, by year and location, and (2) the projected number of students in each of those units. These components are discussed in the following subsections.

### *Average Student Generation Rates (SGRs)*

Student generation rates are the average rates at which residences "yield" students, such as one student in every two homes (a 0.50 SGR). Public school SGRs usually are calculated by identifying the number of district-enrolled students in a suitable sample of residential units from the local area. SGRs identified from recently built housing are considered the best estimation of what future homes will generate, at least in the first few years of occupation.

### *SGRs Being Applied to the Pending Housing*

Too few developments have been built recently in the CUSD to provide adequate SGR samples and the latest samples from our nearby client districts may not be fully applicable to future CUSD housing.[9] We therefore have considered, but not exactly matched, what both the small samples from within the CUSD and the larger combined samples from nearby districts are indicating in making estimations for what the SGRs will be in the pending CUSD housing.[10] These estimates are, for mainly market-rate ("regular") developments of at least four residences, (1) one CUSD student in every three future SFD homes, plex units and townhouses and (2) one student in every eleven future apartment or condo unit, but no such apartments or condos are forecast. The estimate for developments of below-market-rate (BMR; a.k.a., "affordable") apartments and condos is four students in every ten future units. The estimates for future BMR mobile homes, which is based on the SGR from the new MHP on Stone Pine Road in Half Moon Bay, is one student in every six single-wide units. None of our client districts in the Bay Area, unfortunately, has had recent developments of BMR townhouses and that is the most consequential SGR to estimate in the CUSD; we are estimating averaging one CUSD student in each such future townhouse, as townhouses commonly have much higher SGRs than apartments and condos.

[7] As previously noted, the current TK-to-kindergarten ratio suggests that this forecast for the 2026 kindergartners may be slightly too high.

[8] Students from new housing should offset some of the kindergarten student decline that these latest birth figures indicate.

[9] Developments of fewer than four net new units are excluded from these SGR samples due to some data issues, including for identifying the addresses of previous units at those locations so that the net SGRs could be determined. Individual new SFD homes also are expected to be built at approximately the same rate as in recent years in the CUSD, with their student contributions already included in the grade-to-grade advancement rates.

[10] Appendix B2 shows the rates that were factored into our estimations. The three nearby client districts included in these SGR calculations are Belmont – Redwood Shores, San Carlos and Menlo Park City.

**Table 6: Projected Additional Housing Units in Developments of at least Four New Units by Category**

| Category of New Housing (in developments of 4+ units, excl. seniors housing) | Projected Net Additional Units "First Occupied" in Twelve Months to October 1 of | | | | | Total |
|---|---|---|---|---|---|---|
| | 2026 | 2027 | 2028 | 2029 | 2030 | |
| **Regular SFD Homes, Townhouses and Plexes** | 12 | 0 | 14 | 32 | 33 | **91** |
| **Below-Market-Rate (BMR) Townhouses and Plexes** | 4 | 35 | 36 | 3 | 3 | **81** |
| **Below-Market-Rate (BMR) Apartments and Condos** | 0 | 0 | 6 | 35 | 35 | **76** |
| **Below-Market-Rate (BMR) Mobile Homes** | 0 | 0 | 0 | 16 | 16 | **32** |
| **Total** | **16** | **35** | **56** | **86** | **87** | **280** |

Note: All figures are based on site-specific developments and timing. (2) Based on findings from recently built units in small or no CUSD samples and combined larger samples in the Belmont - Redwood Shores, San Carlos and Menlo Park City school districts (with high school student numbers extrapolated from the middle school student numbers in those other districts), we are estimating average first-year CUSD TK-12 rates of: one student in every three SFD homes, townhouse and plex units in mainly-market-rate developments; one student in in every SFD home, townhouse and plex unit in mainly below-market-rate developments (with no recent samples available in these districts in this category); one student in every 11 apartments and condos in mainly-market-rate developments; four students in every ten apartments and condos in mainly-below-market-rate developments; and, from the CUSD only, one student in every six single-wide mobile homes in below-market-rate locations. There is an exception for the below-market-rate seniors apartments planned on Kelly Ave., with no students forecast there.

*Projected New Housing*

Only 16 new units are forecast in 2026 (i.e., in the twelve months to October 1, 2026; see Table 6 above).[11] These are the twelve SFD homes and four BMR plex units in the "Creekside" development on the east side of Highway 1 just south of Highway 92. The three additional ADUs there are not forecast to provide any students.

The following year (2027) has the first part of the highest student-generating development projected. This is the "Cypress Point" BMR townhouse complex that will be built by Mid-Peninsula Housing in Moss Beach. It is possible that all of these 71 townhomes will be completed and occupied by October 2027, but a safer estimate is that only around 50% will be occupied then. All of these, however, could be occupied before the end of the 2027-28 school year. This is located in the Farallone View attendance area and will be a significant student source.

Mid-Peninsula Housing also is proposing to build 70 BMR apartments at 940 Main Street in Half Moon Bay. These have been projected in 2029 and 2030 in the Hatch attendance area.

The other projected BMR developments are (1) six laborer units as part of the proposed "Stonewood Lodge" resort on the upper end of Frenchman's Creek Road (forecast in 2028), (2) six plex units as part of the planned "Hyatt House" complex by Seymour Street in Half Moon Bay (forecast in 2029 and 2030, along with 14 regular plex units there) and (3) 32 single-wide mobile homes in an addition to Hilltop MHP (projected in 2029 and 2030, assuming an easement issue can be resolved). The latter development is in the El Granada attendance area.

The remaining projected developments are conjectures on our part. There is renewed interest being expressed to complete the "Pacific Ridge" development at the top of Highland Park in the El Granada attendance area. We have projected these 44 additional SFD homes in 2028 to 2030 accordingly. Also forecast in 2029 and 2030 are two small developments with a total of 21 plex units in El Granada and Moss Beach.

[11] Developments of fewer than four units and any Accessory Dwelling Units (ADUs) in the projected developments are excluded.

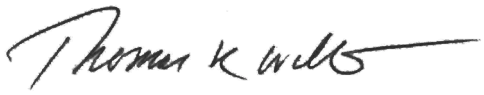
The forecast has 73 elementary, 34 middle school and 43 high school students in 2030 who will be coming from all of these new housing developments. These could be optimistic numbers, with some of those units not being occupied until after 2030.

**Concluding Commentary**

The combined Montara and Moss Beach zip codes have such huge differences in the correlative ratios of births-to-kindergartners that it makes us wonder whether that birth data was compiled correctly, but there nonetheless were fewer births counted in that region in "2024" than in any other year in the previous decade. With that birth decline and the even more severe birth reduction in "2024" in the combined El Granada and Half Moon Bay areas, one has to consider the extent that this trend could continue in subsequent years. We may be overly optimistic in not projecting the 2030 kindergarten enrollment to go even lower.

These falling birth numbers are occurring in nearly every zip code in the greater Silicon Valley region, so it is not solely an issue for the CUSD. There will be much lower total elementary enrollments by 2030 in most of the school districts in San Mateo and Santa Clara Counties, with many of those reductions being by greater degrees than what is forecast for the CUSD.

Sincerely,



Thomas R. Williams, Partner in Enrollment Projection Consultants

**Appendix A1: Actual October 2025 Resident Students and Attending Enrollments at Elementary Schools**

| School | Enrollment Category | Actual Students by Relevant Grade TK | K | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Farallone View** | Actual Attendance* | 28 | 34 | 20 | 28 | 26 | 26 | 31 | 193 |
| | Resident Population | 32 | 53 | 27 | 49 | 42 | 49 | 43 | 295 |
| | **Net Difference (A-R)** | -4 | -19 | -7 | -21 | -16 | -23 | -12 | **-102** |
| **El Granada** | Actual Attendance* | 41 | 47 | 45 | 54 | 51 | 40 | 52 | 330 |
| | Resident Population | 40 | 38 | 42 | 38 | 51 | 35 | 49 | 293 |
| | **Net Difference (A-R)** | 1 | 9 | 3 | 16 | 0 | 5 | 3 | **37** |
| **Hatch** | Actual Attendance* | 59 | 87 | 67 | 90 | 94 | 83 | 81 | 561 |
| | Resident Population | 58 | 78 | 68 | 88 | 77 | 68 | 75 | 512 |
| | **Net Difference (A-R)** | 1 | 9 | -1 | 2 | 17 | 15 | 6 | **49** |
| **Kings Mtn.** | Actual Attendance* | 5 | 4 | 8 | 10 | 8 | 10 | 3 | 48 |
| | Resident Population | 4 | 1 | 3 | 5 | 6 | 5 | 2 | 26 |
| | **Net Difference (A-R)** | 1 | 3 | 5 | 5 | 2 | 5 | 1 | **22** |
| NPS | Actual Attendance* | 0 | 0 | 0 | 2 | 1 | 1 | 0 | 4 |
| District Office | Actual Attendance* | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Private School | Actual Attendance* | 0 | 1 | 0 | 1 | 1 | 2 | 3 | 8 |
| Total in TK-5 | Actual Attendance* | 134 | 173 | 140 | 185 | 181 | 162 | 170 | 1,145 |
| | Resident Population | 134 | 170 | 140 | 180 | 176 | 157 | 169 | 1,126 |
| | Net Difference (A-R)** | 0 | 3 | 0 | 5 | 5 | 5 | 1 | 19 |

* Attendance according to the student enrollment database provided by Cabrillo USD.

** The total net difference is incoming inter-district students and students listed at residentially unlocatable addresses.

**Appendix A2: Projected October 1, 2026, Resident Students and Potential Enrollments at Elementary Schools if Current Intra- and Inter-District Levels by Grade essentially continue Next Year in Advancement into Next Grade**

| School | Enrollment Category | Projected Students by Relevant Grade TK | K | 1 | 2 | 3 | 4 | 5 | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Farallone View** | Resident Population | 38 | 52 | 53 | 26 | 50 | 42 | 48 | 309 |
| | Net Adjustment | -4 | -18 | -19 | -7 | -21 | -16 | -23 | -108 |
| | **Potential Attendance** | 34 | 34 | 34 | 19 | 29 | 26 | 25 | **201** |
| **El Granada** | Resident Population | 38 | 52 | 38 | 41 | 38 | 51 | 35 | 293 |
| | Net Adjustment | 1 | 8 | 9 | 3 | 16 | 0 | 5 | 42 |
| | **Potential Attendance** | 39 | 60 | 47 | 44 | 54 | 51 | 40 | **335** |
| **Hatch** | Resident Population | 52 | 71 | 77 | 67 | 90 | 78 | 68 | 503 |
| | Net Adjustment | 1 | 9 | 9 | -1 | 2 | 17 | 15 | 52 |
| | **Potential Attendance** | 53 | 80 | 86 | 66 | 92 | 95 | 83 | **555** |
| **Kings Mtn.** | Resident Population | 3 | 4 | 1 | 3 | 5 | 6 | 5 | 27 |
| | Net Adjustment | 1 | 1 | 3 | 5 | 5 | 2 | 5 | 22 |
| | **Potential Attendance** | 4 | 5 | 4 | 8 | 10 | 8 | 10 | **49** |
| NPS | Potential Attendance | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 4 |
| District Office | Potential Attendance | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| Private School | Potential Attendance | 0 | 0 | 1 | 0 | 1 | 1 | 2 | 5 |
| Total in TK-5 | Resident Population | 131 | 179 | 169 | 137 | 183 | 177 | 156 | 1,132 |
| | Net Adjustment*** | 0 | 1 | 3 | 0 | 5 | 5 | 5 | 19 |
| | Projected Enrollment | 131 | 180 | 172 | 137 | 188 | 182 | 161 | 1,151 |

*** The total net adjustment is incoming inter-district students and students listed at residentially unlocatable addresses.

Notes: (1) "Potential attendance" figures are what the enrollments could be next October if the District allows the current levels of intra-district and incoming inter-district attendance to continue at each school (but with those adjustments advanced by one grade and fine-tuned as necessary to match the overall forecast). These are simply theoretical numbers that are provided to help the District determine what changes to those levels may be warranted. The actual levels permitted will be based on pending District decisions, such as for staffing. (2) Projection figures may not exactly match totals in other tables due to rounding of hidden fractional amounts.

**Appendix B1: Additional Information to Tables 3 and 4 on Student Populations and Average Grade-to-Grade Advancement Rates by Housing Category***

| Housing Type and Relative Value | Subject | Early Fall of | Number of Resident District-Enrolled Students by Grade and Resultant Net Avg. Advancement Rates Entering Each Grade | | | | | | | | | | | | | | TK-8 Total and Cumulative Rate, 1st-8th** | 9-12 Total | TK-12 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| **SFD: Relatively Affordable** | Resident Students | 2016 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 3 | 3 | 1 | 1 | 3 | 2 | 10 | 7 | 17 |
| | | 2017 | 1 | 2 | 2 | 0 | 0 | 2 | 3 | 5 | 1 | 5 | 3 | 1 | 2 | 3 | 21 | 9 | 30 |
| | | 2018 | 0 | 1 | 2 | 2 | 0 | 0 | 2 | 2 | 5 | 1 | 4 | 2 | 1 | 3 | 15 | 10 | 25 |
| | | 2019 | 0 | 1 | 1 | 2 | 2 | 1 | 1 | 2 | 2 | 5 | 3 | 3 | 1 | 2 | 17 | 9 | 26 |
| | | 2020 | 0 | 2 | 1 | 2 | 2 | 1 | 2 | 1 | 2 | 2 | 3 | 1 | 2 | 1 | 15 | 7 | 22 |
| | | 2021 | 0 | 2 | 3 | 2 | 2 | 2 | 1 | 4 | 3 | 2 | 4 | 5 | 2 | 4 | 21 | 15 | 36 |
| | | 2022 | 1 | 2 | 2 | 3 | 2 | 2 | 2 | 3 | 4 | 3 | 2 | 3 | 5 | 2 | 24 | 12 | 36 |
| | | 2023 | 0 | 4 | 2 | 3 | 3 | 0 | 1 | 2 | 4 | 2 | 1 | 5 | 4 | 3 | 21 | 13 | 34 |
| | | 2024 | 0 | 3 | 4 | 2 | 3 | 3 | 0 | 1 | 2 | 4 | 2 | 1 | 5 | 4 | 22 | 12 | 34 |
| | | 2025 | 3 | 0 | 3 | 4 | 2 | 3 | 2 | 0 | 1 | 2 | 4 | 2 | 1 | 5 | 20 | 12 | 32 |
| **SFD: Relatively Moderate Value (incl. Rural Mix Value but with most students in Moderate Value)** | Resident Students | 2016 | 19 | 77 | 75 | 81 | 74 | 73 | 70 | 93 | 72 | 68 | 65 | 63 | 73 | 74 | 702 | 275 | 977 |
| | | 2017 | 14 | 81 | 67 | 75 | 86 | 74 | 77 | 67 | 93 | 70 | 66 | 65 | 65 | 74 | 704 | 270 | 974 |
| | | 2018 | 9 | 58 | 79 | 69 | 76 | 83 | 69 | 77 | 66 | 90 | 76 | 66 | 65 | 67 | 676 | 274 | 950 |
| | | 2019 | 19 | 58 | 54 | 81 | 77 | 73 | 74 | 72 | 76 | 65 | 81 | 75 | 69 | 65 | 649 | 290 | 939 |
| | | 2020 | 11 | 68 | 60 | 47 | 71 | 69 | 68 | 72 | 67 | 68 | 69 | 86 | 76 | 68 | 601 | 299 | 900 |
| | | 2021 | 6 | 46 | 56 | 48 | 42 | 73 | 67 | 67 | 70 | 66 | 69 | 69 | 83 | 69 | 541 | 290 | 831 |
| | | 2022 | 18 | 57 | 46 | 53 | 52 | 43 | 66 | 69 | 67 | 69 | 75 | 70 | 75 | 87 | 540 | 307 | 847 |
| | | 2023 | 25 | 59 | 52 | 37 | 52 | 54 | 37 | 57 | 61 | 65 | 73 | 79 | 77 | 79 | 499 | 308 | 807 |
| | | 2024 | 36 | 57 | 60 | 55 | 43 | 52 | 57 | 39 | 57 | 61 | 76 | 73 | 78 | 76 | 517 | 303 | 820 |
| | | 2025 | 50 | 51 | 51 | 58 | 56 | 47 | 52 | 55 | 41 | 63 | 60 | 74 | 70 | 79 | 524 | 283 | 807 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *0.96* | *1.01* | *1.09* | *1.05* | *1.03* | *1.01* | *1.03* | *1.05* | *1.08* | *0.99* | *0.97* | *1.00* | ***1.29*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *0.96* | *0.94* | *1.06* | *1.04* | *0.96* | *0.98* | *0.98* | *1.02* | *1.09* | *1.01* | *1.03* | *1.03* | ***0.97*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *0.93* | *0.84* | *0.89* | *0.96* | *0.95* | *0.98* | *0.95* | *0.94* | *1.04* | *1.03* | *0.99* | *0.95* | ***0.59*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.93* | *1.02* | *1.06* | *0.98* | *0.96* | *1.00* | *0.99* | *0.97* | *0.99* | *1.00* | *1.03* | *1.01* | ***0.98*** | | |
| **SFD: Relatively High Value** | Resident Students | 2016 | 9 | 52 | 59 | 55 | 62 | 53 | 71 | 75 | 80 | 86 | 81 | 82 | 97 | 86 | 602 | 346 | 948 |
| | | 2017 | 14 | 46 | 48 | 58 | 57 | 66 | 47 | 76 | 74 | 79 | 88 | 85 | 86 | 98 | 565 | 357 | 922 |
| | | 2018 | 7 | 62 | 42 | 50 | 59 | 59 | 74 | 57 | 81 | 84 | 85 | 86 | 91 | 90 | 575 | 352 | 927 |
| | | 2019 | 16 | 48 | 70 | 42 | 49 | 58 | 58 | 81 | 54 | 78 | 91 | 87 | 92 | 102 | 554 | 372 | 926 |
| | | 2020 | 13 | 58 | 44 | 70 | 38 | 51 | 54 | 56 | 74 | 55 | 91 | 87 | 80 | 99 | 513 | 357 | 870 |
| | | 2021 | 10 | 48 | 53 | 41 | 57 | 32 | 36 | 51 | 51 | 73 | 69 | 86 | 79 | 77 | 452 | 311 | 763 |
| | | 2022 | 9 | 53 | 51 | 57 | 41 | 55 | 33 | 42 | 47 | 51 | 78 | 66 | 91 | 86 | 439 | 321 | 760 |
| | | 2023 | 20 | 53 | 59 | 49 | 52 | 40 | 58 | 30 | 47 | 49 | 60 | 77 | 73 | 88 | 457 | 298 | 755 |
| | | 2024 | 42 | 37 | 52 | 58 | 49 | 53 | 36 | 56 | 31 | 47 | 59 | 58 | 77 | 73 | 461 | 267 | 728 |
| | | 2025 | 53 | 63 | 40 | 52 | 60 | 48 | 53 | 40 | 60 | 32 | 49 | 65 | 59 | 81 | 501 | 254 | 755 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *1.03* | *0.99* | *1.02* | *1.00* | *0.95* | *1.04* | *1.05* | *1.02* | *1.12* | *1.03* | *1.01* | *1.03* | ***1.06*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *1.06* | *1.00* | *0.99* | *0.98* | *1.00* | *1.04* | *1.04* | *1.02* | *1.12* | *1.00* | *1.05* | *1.03* | ***1.07*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *0.92* | *0.97* | *0.86* | *0.94* | *0.82* | *0.95* | *0.91* | *1.00* | *1.21* | *0.95* | *0.91* | *1.02* | ***0.56*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.99* | *1.01* | *1.01* | *1.03* | *1.00* | *1.13* | *1.00* | *1.03* | *1.06* | *1.02* | *1.06* | *1.06* | ***1.21*** | | |

**Appendix B1: Additional Information to Tables 3 and 4 on Student Populations and Average Grade-to-Grade Advancement Rates by Housing Category***

| Housing Type and Relative Value | Subject | Early Fall of | Number of Resident District-Enrolled Students by Grade and Resultant Net Avg. Advancement Rates Entering Each Grade | | | | | | | | | | | | | | TK-8 Total and **Cumulative Rate, 1st-8th**** | 9-12 Total | TK-12 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| **SFD: Total** | Resident Students | 2016 | 28 | 130 | 134 | 136 | 137 | 126 | 143 | 168 | 155 | 157 | 147 | 146 | 173 | 162 | 1,314 | 628 | 1,942 |
| | | 2017 | 29 | 129 | 117 | 133 | 143 | 142 | 127 | 148 | 168 | 154 | 157 | 151 | 153 | 175 | 1,290 | 636 | 1,926 |
| | | 2018 | 16 | 121 | 123 | 121 | 135 | 142 | 145 | 136 | 152 | 175 | 165 | 154 | 157 | 160 | 1,266 | 636 | 1,902 |
| | | 2019 | 35 | 107 | 125 | 125 | 128 | 132 | 133 | 155 | 132 | 148 | 175 | 165 | 162 | 169 | 1,220 | 671 | 1,891 |
| | | 2020 | 24 | 128 | 105 | 119 | 111 | 121 | 124 | 129 | 143 | 125 | 163 | 174 | 158 | 168 | 1,129 | 663 | 1,792 |
| | | 2021 | 16 | 96 | 112 | 91 | 101 | 107 | 104 | 122 | 124 | 141 | 142 | 160 | 164 | 150 | 1,014 | 616 | 1,630 |
| | | 2022 | 28 | 112 | 99 | 113 | 95 | 100 | 101 | 114 | 118 | 123 | 155 | 139 | 171 | 175 | 1,003 | 640 | 1,643 |
| | | 2023 | 45 | 116 | 113 | 89 | 107 | 94 | 96 | 89 | 112 | 116 | 134 | 161 | 154 | 170 | 977 | 619 | 1,596 |
| | | 2024 | 78 | 97 | 116 | 115 | 95 | 108 | 93 | 96 | 90 | 112 | 137 | 132 | 160 | 153 | 1,000 | 582 | 1,582 |
| | | 2025 | 106 | 114 | 94 | 114 | 118 | 98 | 107 | 95 | 102 | 97 | 113 | 141 | 130 | 165 | 1,045 | 549 | 1,594 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *0.98* | *1.00* | *1.05* | *1.02* | *0.99* | *1.01* | *1.04* | *1.04* | *1.09* | *1.01* | *0.99* | *1.01* | ***1.15*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *1.00* | *0.98* | *1.02* | *1.01* | *0.97* | *1.00* | *1.01* | *1.01* | *1.09* | *1.01* | *1.04* | *1.02* | ***0.99*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *0.93* | *0.91* | *0.87* | *0.95* | *0.90* | *0.98* | *0.94* | *0.97* | *1.12* | *0.99* | *0.95* | *0.99* | ***0.60*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.96* | *1.01* | *1.04* | *1.00* | *0.99* | *1.06* | *1.00* | *1.00* | *1.02* | *1.00* | *1.05* | *1.04* | ***1.11*** | | |
| **ATT: Relatively Most Affordable and Affordable (including BMR)** | Resident Students | 2016 | 8 | 47 | 40 | 37 | 53 | 42 | 62 | 52 | 49 | 58 | 57 | 50 | 45 | 57 | 448 | 209 | 657 |
| | | 2017 | 11 | 48 | 44 | 43 | 37 | 49 | 42 | 64 | 54 | 50 | 59 | 59 | 47 | 48 | 442 | 213 | 655 |
| | | 2018 | 7 | 32 | 47 | 44 | 42 | 36 | 47 | 42 | 62 | 54 | 50 | 59 | 61 | 45 | 413 | 215 | 628 |
| | | 2019 | 9 | 28 | 33 | 41 | 43 | 39 | 34 | 50 | 50 | 61 | 57 | 48 | 64 | 71 | 388 | 240 | 628 |
| | | 2020 | 3 | 33 | 28 | 29 | 39 | 40 | 36 | 34 | 42 | 48 | 61 | 51 | 48 | 65 | 332 | 225 | 557 |
| | | 2021 | 5 | 33 | 34 | 29 | 30 | 38 | 39 | 32 | 31 | 41 | 43 | 56 | 42 | 54 | 312 | 195 | 507 |
| | | 2022 | 9 | 26 | 32 | 30 | 26 | 30 | 35 | 39 | 32 | 30 | 42 | 44 | 57 | 56 | 289 | 199 | 488 |
| | | 2023 | 9 | 37 | 23 | 35 | 31 | 28 | 34 | 35 | 39 | 37 | 32 | 39 | 48 | 71 | 308 | 190 | 498 |
| | | 2024 | 11 | 27 | 38 | 25 | 35 | 30 | 26 | 33 | 32 | 37 | 38 | 33 | 38 | 50 | 294 | 159 | 453 |
| | | 2025 | 18 | 32 | 29 | 38 | 25 | 32 | 31 | 23 | 32 | 31 | 37 | 39 | 33 | 38 | 291 | 147 | 438 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *1.05* | *1.04* | *1.00* | *0.94* | *0.98* | *0.93* | *0.94* | *0.96* | *1.01* | *1.03* | *0.99* | *1.02* | ***0.81*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *0.99* | *1.02* | *0.98* | *0.99* | *1.00* | *0.96* | *0.97* | *1.01* | *1.03* | *1.00* | *1.02* | *1.16* | ***0.94*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *1.02* | *0.96* | *0.99* | *0.95* | *0.95* | *0.94* | *0.88* | *0.97* | *0.95* | *0.91* | *0.91* | *1.07* | ***0.69*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.98* | *0.98* | *0.98* | *0.94* | *0.97* | *1.03* | *1.07* | *1.00* | *1.02* | *1.00* | *1.02* | *1.06* | ***0.97*** | | |
| **ATT: Relatively Moderate Value** | Resident Students | 2016 | 0 | 0 | 2 | 0 | 2 | 3 | 3 | 1 | 3 | 0 | 2 | 0 | 0 | 2 | 14 | 4 | 18 |
| | | 2017 | 0 | 1 | 1 | 2 | 0 | 2 | 3 | 3 | 2 | 3 | 2 | 1 | 1 | 0 | 17 | 4 | 21 |
| | | 2018 | 0 | 0 | 1 | 1 | 2 | 0 | 2 | 3 | 3 | 1 | 3 | 1 | 1 | 1 | 13 | 6 | 19 |
| | | 2019 | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 2 | 3 | 3 | 1 | 3 | 1 | 0 | 14 | 5 | 19 |
| | | 2020 | 0 | 1 | 2 | 1 | 2 | 0 | 2 | 0 | 2 | 3 | 1 | 1 | 3 | 1 | 13 | 6 | 19 |
| | | 2021 | 2 | 3 | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 2 | 1 | 4 | 2 | 3 | 16 | 10 | 26 |
| | | 2022 | 1 | 4 | 3 | 1 | 2 | 1 | 2 | 2 | 1 | 1 | 2 | 1 | 4 | 2 | 18 | 9 | 27 |
| | | 2023 | 0 | 1 | 2 | 2 | 1 | 2 | 0 | 1 | 2 | 1 | 2 | 1 | 1 | 4 | 12 | 8 | 20 |
| | | 2024 | 1 | 0 | 1 | 2 | 2 | 0 | 2 | 0 | 1 | 2 | 1 | 2 | 1 | 2 | 11 | 6 | 17 |
| | | 2025 | 2 | 2 | 0 | 1 | 2 | 2 | 0 | 2 | 0 | 1 | 2 | 1 | 2 | 2 | 12 | 7 | 19 |

**Appendix B1: Additional Information to Tables 3 and 4 on Student Populations and Average Grade-to-Grade Advancement Rates by Housing Category***

| Housing Type and Relative Value | Subject | Early Fall of | Number of Resident District-Enrolled Students by Grade and Resultant Net Avg. Advancement Rates Entering Each Grade | | | | | | | | | | | | | | TK-8 Total and **Cumulative Rate, 1st-8th**** | 9-12 Total | TK-12 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| **ATT: Relatively High Value** | Resident Students | 2016 | 0 | 0 | 2 | 1 | 2 | 0 | 0 | 2 | 1 | 0 | 1 | 0 | 2 | 0 | 8 | 3 | 11 |
| | | 2017 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 2 | 5 | 3 | 8 |
| | | 2018 | 0 | 2 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 4 | 1 | 5 |
| | | 2019 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 3 | 3 | 6 |
| | | 2020 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 1 | 4 | 3 | 7 |
| | | 2021 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 2 | 0 | 3 | 3 | 6 |
| | | 2022 | 1 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 4 | 3 | 7 |
| | | 2023 | 1 | 1 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 6 | 1 | 7 |
| | | 2024 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 7 | 1 | 8 |
| | | 2025 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 |
| **Mix SFD & ATT (but with most stu. from ATT): Mainly Relatively Affordable** | Resident Students | 2016 | 0 | 3 | 2 | 5 | 3 | 5 | 6 | 1 | 3 | 2 | 0 | 5 | 3 | 6 | 30 | 14 | 44 |
| | | 2017 | 2 | 2 | 3 | 2 | 4 | 4 | 5 | 5 | 3 | 3 | 2 | 0 | 3 | 5 | 33 | 10 | 43 |
| | | 2018 | 0 | 5 | 2 | 2 | 1 | 4 | 4 | 7 | 5 | 2 | 3 | 2 | 1 | 6 | 32 | 12 | 44 |
| | | 2019 | 1 | 2 | 4 | 2 | 4 | 1 | 4 | 5 | 5 | 4 | 2 | 2 | 3 | 1 | 32 | 8 | 40 |
| | | 2020 | 0 | 1 | 3 | 4 | 1 | 4 | 1 | 3 | 5 | 5 | 5 | 2 | 3 | 2 | 27 | 12 | 39 |
| | | 2021 | 1 | 6 | 1 | 2 | 3 | 1 | 5 | 2 | 5 | 5 | 8 | 4 | 2 | 6 | 31 | 20 | 51 |
| | | 2022 | 0 | 1 | 5 | 2 | 3 | 4 | 1 | 4 | 2 | 5 | 4 | 7 | 4 | 2 | 27 | 17 | 44 |
| | | 2023 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | 2 | 2 | 5 | 4 | 6 | 4 | 16 | 19 | 35 |
| | | 2024 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 1 | 1 | 2 | 5 | 4 | 7 | 14 | 18 | 32 |
| | | 2025 | 2 | 2 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 2 | 4 | 3 | 14 | 10 | 24 |
| **Mix SFD & ATT (but with most stu. from ATT): Mainly Relatively Moderate Value** | Resident Students | 2016 | 1 | 9 | 18 | 6 | 12 | 11 | 8 | 10 | 9 | 8 | 6 | 6 | 5 | 10 | 92 | 27 | 119 |
| | | 2017 | 1 | 6 | 9 | 19 | 6 | 12 | 11 | 8 | 11 | 10 | 8 | 6 | 6 | 7 | 93 | 27 | 120 |
| | | 2018 | 4 | 9 | 8 | 8 | 17 | 6 | 14 | 12 | 10 | 12 | 12 | 8 | 6 | 10 | 100 | 36 | 136 |
| | | 2019 | 0 | 7 | 8 | 9 | 8 | 18 | 9 | 14 | 13 | 12 | 10 | 14 | 8 | 6 | 98 | 38 | 136 |
| | | 2020 | 1 | 8 | 5 | 12 | 6 | 7 | 17 | 7 | 14 | 9 | 14 | 12 | 9 | 7 | 86 | 42 | 128 |
| | | 2021 | 4 | 3 | 8 | 4 | 11 | 8 | 7 | 19 | 6 | 13 | 12 | 12 | 8 | 12 | 83 | 44 | 127 |
| | | 2022 | 3 | 11 | 3 | 8 | 5 | 12 | 9 | 7 | 16 | 6 | 12 | 13 | 13 | 8 | 80 | 46 | 126 |
| | | 2023 | 2 | 11 | 11 | 4 | 8 | 3 | 8 | 5 | 6 | 14 | 9 | 13 | 12 | 13 | 72 | 47 | 119 |
| | | 2024 | 4 | 7 | 10 | 11 | 4 | 9 | 3 | 7 | 5 | 5 | 15 | 9 | 13 | 12 | 65 | 49 | 114 |
| | | 2025 | 3 | 4 | 7 | 9 | 11 | 5 | 8 | 3 | 8 | 5 | 6 | 15 | 9 | 13 | 63 | 43 | 106 |
| **Rural SFD & Farms (but most stu. from Farms): Mainly Relatively Most Affordable** *(decline after 2022 may be partly due to more post-2022 students listed at P.O. boxes)* | Resident Students | 2016 | 1 | 9 | 8 | 9 | 9 | 7 | 8 | 7 | 8 | 7 | 8 | 4 | 8 | 7 | 73 | 27 | 100 |
| | | 2017 | 4 | 9 | 7 | 7 | 7 | 8 | 5 | 7 | 6 | 7 | 6 | 7 | 5 | 7 | 67 | 25 | 92 |
| | | 2018 | 0 | 6 | 11 | 7 | 6 | 6 | 7 | 4 | 7 | 6 | 7 | 6 | 7 | 5 | 60 | 25 | 85 |
| | | 2019 | 2 | 4 | 6 | 9 | 6 | 7 | 6 | 6 | 4 | 8 | 7 | 7 | 6 | 7 | 58 | 27 | 85 |
| | | 2020 | 0 | 9 | 3 | 4 | 9 | 3 | 5 | 5 | 6 | 3 | 9 | 7 | 6 | 8 | 47 | 30 | 77 |
| | | 2021 | 1 | 3 | 9 | 2 | 3 | 8 | 5 | 6 | 6 | 8 | 3 | 7 | 7 | 6 | 51 | 23 | 74 |
| | | 2022 | 3 | 9 | 2 | 9 | 2 | 5 | 10 | 2 | 6 | 6 | 6 | 7 | 8 | 8 | 54 | 29 | 83 |
| | | 2023 | 1 | 2 | 7 | 1 | 7 | 2 | 4 | 9 | 5 | 4 | 5 | 7 | 5 | 10 | 42 | 27 | 69 |
| | | 2024 | 2 | 2 | 2 | 7 | 1 | 7 | 2 | 5 | 9 | 5 | 6 | 4 | 7 | 4 | 42 | 21 | 63 |
| | | 2025 | 0 | 4 | 3 | 1 | 6 | 1 | 7 | 2 | 6 | 10 | 6 | 6 | 6 | 7 | 40 | 25 | 65 |

**Appendix B1: Additional Information to Tables 3 and 4 on Student Populations and Average Grade-to-Grade Advancement Rates by Housing Category***

| Housing Type and Relative Value | Subject | Early Fall of | Number of Resident District-Enrolled Students by Grade and Resultant Net Avg. Advancement Rates Entering Each Grade | | | | | | | | | | | | | TK-8 Total and **Cumulative Rate, 1st-8th**** | 9-12 Total | TK-12 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| **MHP: Relatively Affordable** | Resident Students | 2016 | 1 | 22 | 9 | 28 | 30 | 27 | 25 | 19 | 31 | 25 | 27 | 20 | 22 | 22 | 217 | 91 | 308 |
| | | 2017 | 8 | 18 | 20 | 10 | 25 | 30 | 25 | 26 | 19 | 30 | 23 | 28 | 19 | 23 | 211 | 93 | 304 |
| | | 2018 | 4 | 25 | 21 | 18 | 9 | 24 | 29 | 25 | 25 | 19 | 32 | 20 | 27 | 19 | 199 | 98 | 297 |
| | | 2019 | 3 | 20 | 22 | 20 | 19 | 11 | 24 | 27 | 28 | 27 | 19 | 33 | 20 | 30 | 201 | 102 | 303 |
| | | 2020 | 1 | 9 | 18 | 24 | 21 | 22 | 9 | 25 | 25 | 27 | 27 | 18 | 34 | 18 | 181 | 97 | 278 |
| | | 2021 | 1 | 16 | 12 | 18 | 24 | 23 | 20 | 8 | 24 | 28 | 26 | 31 | 21 | 35 | 174 | 113 | 287 |
| | | 2022 | 8 | 12 | 15 | 12 | 19 | 23 | 23 | 21 | 8 | 22 | 27 | 27 | 30 | 21 | 163 | 105 | 268 |
| | | 2023 | 2 | 17 | 14 | 16 | 13 | 20 | 23 | 21 | 19 | 8 | 23 | 26 | 24 | 29 | 153 | 102 | 255 |
| | | 2024 | 8 | 5 | 15 | 12 | 16 | 13 | 20 | 22 | 20 | 19 | 12 | 20 | 26 | 27 | 150 | 85 | 235 |
| | | 2025 | 3 | 12 | 5 | 15 | 12 | 18 | 14 | 19 | 22 | 20 | 18 | 13 | 20 | 30 | 140 | 81 | 221 |
| **Combined ATT, Mainly ATT, MHP & Mainly Farms (for stu. sources)** | Resident Students | 2016 | 11 | 90 | 81 | 86 | 111 | 95 | 112 | 92 | 104 | 100 | 101 | 85 | 85 | 104 | 882 | 375 | 1,257 |
| | | 2017 | 26 | 84 | 84 | 84 | 79 | 107 | 91 | 113 | 96 | 104 | 100 | 102 | 81 | 92 | 868 | 375 | 1,243 |
| | | 2018 | 15 | 79 | 90 | 80 | 78 | 76 | 104 | 93 | 112 | 94 | 107 | 96 | 104 | 86 | 821 | 393 | 1,214 |
| | | 2019 | 15 | 63 | 75 | 83 | 80 | 79 | 77 | 104 | 103 | 115 | 97 | 107 | 103 | 116 | 794 | 423 | 1,217 |
| | | 2020 | 5 | 61 | 59 | 76 | 78 | 76 | 71 | 74 | 94 | 96 | 117 | 93 | 103 | 102 | 690 | 415 | 1,105 |
| | | 2021 | 14 | 64 | 65 | 57 | 74 | 80 | 77 | 69 | 73 | 97 | 94 | 114 | 84 | 116 | 670 | 408 | 1,078 |
| | | 2022 | 25 | 64 | 60 | 62 | 57 | 77 | 80 | 75 | 65 | 70 | 93 | 100 | 116 | 99 | 635 | 408 | 1,043 |
| | | 2023 | 16 | 70 | 59 | 60 | 62 | 57 | 74 | 72 | 73 | 66 | 76 | 90 | 97 | 131 | 609 | 394 | 1,003 |
| | | 2024 | 28 | 43 | 68 | 59 | 60 | 61 | 55 | 72 | 68 | 69 | 74 | 73 | 89 | 103 | 583 | 339 | 922 |
| | | 2025 | 28 | 56 | 46 | 66 | 58 | 59 | 62 | 50 | 73 | 68 | 70 | 76 | 74 | 93 | 566 | 313 | 879 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *1.02* | *0.99* | *0.99* | *0.98* | *0.99* | *0.94* | *0.98* | *0.97* | *1.07* | *0.99* | *1.00* | *1.05* | ***0.85*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *0.98* | *0.98* | *1.00* | *1.00* | *0.99* | *0.94* | *0.97* | *0.98* | *1.05* | *1.00* | *1.00* | *1.10* | ***0.86*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *1.00* | *0.99* | *0.96* | *0.99* | *0.96* | *0.97* | *0.95* | *0.98* | *1.00* | *0.97* | *0.93* | *1.06* | ***0.80*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.98* | *0.97* | *0.95* | *0.98* | *0.98* | *1.01* | *1.05* | *1.00* | *1.02* | *0.99* | *1.02* | *1.09* | ***0.94*** | | |
| **Combined All Mainly Relatively Most Affordable & Affordable** | Resident Students | 2016 | 10 | 82 | 59 | 79 | 96 | 81 | 103 | 79 | 94 | 95 | 93 | 80 | 81 | 94 | 778 | 348 | 1,126 |
| | | 2017 | 26 | 79 | 76 | 62 | 73 | 93 | 80 | 107 | 83 | 95 | 93 | 95 | 76 | 86 | 774 | 350 | 1,124 |
| | | 2018 | 11 | 69 | 83 | 73 | 58 | 70 | 89 | 80 | 104 | 82 | 96 | 89 | 97 | 78 | 719 | 360 | 1,079 |
| | | 2019 | 15 | 55 | 66 | 74 | 74 | 59 | 69 | 90 | 89 | 105 | 88 | 93 | 94 | 111 | 696 | 386 | 1,082 |
| | | 2020 | 4 | 54 | 53 | 63 | 72 | 70 | 53 | 68 | 80 | 85 | 105 | 79 | 93 | 94 | 602 | 371 | 973 |
| | | 2021 | 8 | 60 | 59 | 53 | 62 | 72 | 70 | 52 | 69 | 84 | 84 | 103 | 74 | 105 | 589 | 366 | 955 |
| | | 2022 | 21 | 50 | 56 | 56 | 52 | 64 | 71 | 69 | 52 | 66 | 81 | 88 | 104 | 89 | 557 | 362 | 919 |
| | | 2023 | 13 | 61 | 47 | 57 | 56 | 52 | 64 | 68 | 69 | 53 | 66 | 81 | 87 | 117 | 540 | 351 | 891 |
| | | 2024 | 22 | 38 | 60 | 47 | 57 | 55 | 50 | 63 | 64 | 66 | 60 | 63 | 80 | 92 | 522 | 295 | 817 |
| | | 2025 | 26 | 50 | 41 | 59 | 46 | 55 | 56 | 45 | 63 | 64 | 66 | 62 | 64 | 83 | 505 | 275 | 780 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *1.03* | *0.99* | *0.99* | *0.97* | *0.99* | *0.94* | *0.97* | *0.98* | *1.07* | *0.99* | *1.00* | *1.05* | ***0.85*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *0.98* | *0.99* | *0.99* | *0.99* | *0.99* | *0.96* | *0.99* | *0.98* | *1.02* | *1.01* | *1.00* | *1.11* | ***0.89*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *1.03* | *0.98* | *0.98* | *0.97* | *0.95* | *0.98* | *0.95* | *1.00* | *0.99* | *0.94* | *0.97* | *1.06* | ***0.83*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.98* | *0.97* | *0.96* | *0.98* | *0.98* | *1.02* | *1.05* | *1.00* | *1.02* | *0.98* | *1.01* | *1.08* | ***0.95*** | | |

*Appendix B1, page 4 of 5, with footnotes at the bottom of the final page*

**Appendix B1: Additional Information to Tables 3 and 4 on Student Populations and Average Grade-to-Grade Advancement Rates by Housing Category***

| Housing Type and Relative Value | Subject | Early Fall of | Number of Resident District-Enrolled Students by Grade and Resultant Net Avg. Advancement Rates Entering Each Grade | | | | | | | | | | | | | | TK-8 Total and **Cumulative Rate, 1st-8th**** | 9-12 Total | TK-12 Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| **Combined All Mainly Relatively Moderate Value** | Resident Students | 2016 | 20 | 86 | 95 | 87 | 88 | 87 | 81 | 104 | 84 | 76 | 73 | 69 | 78 | 86 | 808 | 306 | 1,114 |
| | | 2017 | 15 | 88 | 77 | 96 | 92 | 88 | 91 | 78 | 106 | 83 | 76 | 72 | 72 | 81 | 814 | 301 | 1,115 |
| | | 2018 | 13 | 67 | 88 | 78 | 95 | 89 | 85 | 92 | 79 | 103 | 91 | 75 | 72 | 78 | 789 | 316 | 1,105 |
| | | 2019 | 19 | 67 | 62 | 92 | 85 | 93 | 83 | 88 | 92 | 80 | 92 | 92 | 78 | 71 | 761 | 333 | 1,094 |
| | | 2020 | 12 | 77 | 67 | 60 | 79 | 76 | 87 | 79 | 83 | 80 | 84 | 99 | 88 | 76 | 700 | 347 | 1,047 |
| | | 2021 | 12 | 52 | 65 | 54 | 54 | 83 | 75 | 87 | 77 | 81 | 82 | 85 | 93 | 84 | 640 | 344 | 984 |
| | | 2022 | 22 | 72 | 52 | 62 | 59 | 56 | 77 | 78 | 84 | 76 | 89 | 84 | 92 | 97 | 638 | 362 | 1,000 |
| | | 2023 | 27 | 71 | 65 | 43 | 61 | 59 | 45 | 63 | 69 | 80 | 84 | 93 | 90 | 96 | 583 | 363 | 946 |
| | | 2024 | 41 | 64 | 71 | 68 | 49 | 61 | 62 | 46 | 63 | 68 | 92 | 84 | 92 | 90 | 593 | 358 | 951 |
| | | 2025 | 55 | 57 | 58 | 68 | 69 | 54 | 60 | 60 | 49 | 69 | 68 | 90 | 81 | 94 | 599 | 333 | 932 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *0.95* | *1.00* | *1.08* | *1.05* | *1.02* | *0.99* | *1.03* | *1.04* | *1.08* | *0.99* | *0.98* | *1.01* | ***1.23*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *0.95* | *0.95* | *1.06* | *1.03* | *0.94* | *0.96* | *0.98* | *1.01* | *1.09* | *1.01* | *1.03* | *1.03* | ***0.92*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *0.92* | *0.89* | *0.88* | *0.97* | *0.96* | *0.98* | *0.96* | *0.92* | *1.04* | *1.04* | *0.95* | *0.96* | ***0.63*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.94* | *1.02* | *1.05* | *0.98* | *0.98* | *1.00* | *1.01* | *0.99* | *1.00* | *0.99* | *1.03* | *1.04* | ***1.04*** | | |
| **Combined All Relatively High Value** | Resident Students | 2016 | 9 | 52 | 61 | 56 | 64 | 53 | 71 | 77 | 81 | 86 | 82 | 82 | 99 | 86 | 610 | 349 | 959 |
| | | 2017 | 14 | 46 | 48 | 59 | 57 | 68 | 47 | 76 | 75 | 80 | 88 | 86 | 86 | 100 | 570 | 360 | 930 |
| | | 2018 | 7 | 64 | 42 | 50 | 60 | 59 | 75 | 57 | 81 | 84 | 85 | 86 | 92 | 90 | 579 | 353 | 932 |
| | | 2019 | 16 | 48 | 72 | 42 | 49 | 59 | 58 | 81 | 54 | 78 | 92 | 87 | 93 | 103 | 557 | 375 | 932 |
| | | 2020 | 13 | 58 | 44 | 72 | 38 | 51 | 55 | 56 | 74 | 56 | 91 | 89 | 80 | 100 | 517 | 360 | 877 |
| | | 2021 | 10 | 48 | 53 | 41 | 59 | 32 | 36 | 52 | 51 | 73 | 70 | 86 | 81 | 77 | 455 | 314 | 769 |
| | | 2022 | 10 | 54 | 51 | 57 | 41 | 57 | 33 | 42 | 47 | 51 | 78 | 67 | 91 | 88 | 443 | 324 | 767 |
| | | 2023 | 21 | 54 | 60 | 49 | 52 | 40 | 61 | 30 | 47 | 49 | 60 | 77 | 74 | 88 | 463 | 299 | 762 |
| | | 2024 | 43 | 38 | 53 | 59 | 49 | 53 | 36 | 59 | 31 | 47 | 59 | 58 | 77 | 74 | 468 | 268 | 736 |
| | | 2025 | 53 | 63 | 41 | 53 | 61 | 48 | 53 | 40 | 63 | 32 | 49 | 65 | 59 | 81 | 507 | 254 | 761 |
| | ***Average Annual Change Rate:*** | | | | | | | | | | | | | | | | | | |
| | ***from Prior Grade in 2023 to 2025*** | | | | *1.03* | *0.99* | *1.02* | *1.00* | *0.95* | *1.04* | *1.05* | *1.02* | *1.12* | *1.03* | *1.01* | *1.03* | ***1.06*** | | |
| | ***from Prior Grade in 2021 to 2025*** | | | | *1.06* | *1.00* | *0.99* | *0.99* | *1.00* | *1.04* | *1.03* | *1.02* | *1.12* | *1.00* | *1.04* | *1.03* | ***1.07*** | | |
| | ***from Prior Grade in 2019 to 2021*** | | | | *0.92* | *0.97* | *0.86* | *0.94* | *0.82* | *0.96* | *0.91* | *1.01* | *1.21* | *0.96* | *0.91* | *1.02* | ***0.57*** | | |
| | ***from Prior Grade in 2016 to 2019*** | | | | *0.99* | *1.00* | *1.00* | *1.03* | *0.99* | *1.12* | *1.00* | *1.02* | *1.06* | *1.02* | *1.07* | *1.06* | ***1.17*** | | |
| **Students Listed at Addresses Outside CUSD (Incoming Inter-District Students; Most are from La Honda Pescadero)** | Resident Students | 2016 | 1 | 4 | 1 | 3 | 5 | 3 | 6 | 8 | 1 | 4 | 4 | 6 | 5 | 6 | 36 | 21 | 57 |
| | | 2017 | 0 | 1 | 3 | 0 | 1 | 1 | 0 | 2 | 6 | 1 | 3 | 3 | 5 | 5 | 15 | 16 | 31 |
| | | 2018 | 1 | 1 | 1 | 3 | 0 | 2 | 1 | 1 | 1 | 5 | 2 | 3 | 6 | 4 | 16 | 15 | 31 |
| | | 2019 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 3 | 1 | 1 | 7 | 1 | 1 | 5 | 9 | 14 | 23 |
| | | 2020 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 9 | 3 | 2 | 3 | 4 | 1 | 2 | 17 | 10 | 27 |
| | | 2021 | 1 | 1 | 0 | 1 | 2 | 0 | 2 | 1 | 8 | 4 | 3 | 3 | 5 | 0 | 20 | 11 | 31 |
| | | 2022 | 0 | 1 | 1 | 0 | 1 | 1 | 1 | 7 | 2 | 8 | 5 | 3 | 3 | 8 | 22 | 19 | 41 |
| | | 2023 | 0 | 0 | 1 | 2 | 0 | 1 | 1 | 1 | 7 | 3 | 8 | 9 | 7 | 4 | 16 | 28 | 44 |
| | | 2024 | 0 | 0 | 1 | 1 | 3 | 0 | 1 | 1 | 2 | 7 | 5 | 7 | 9 | 5 | 16 | 26 | 42 |
| | | 2025 | 0 | 2 | 0 | 2 | 2 | 2 | 0 | 1 | 8 | 3 | 8 | 6 | 8 | 9 | 20 | 31 | 51 |

* Figures are based on aggregates of EPC-created planning areas for the dominant housing category in each area.

** Cumulative advancement rates are the net change, if these grade-to-grade rates continue, in each first grade population as it graduates upward over seven years into eighth grade from the same housing units. We exclude the rates from kindergarten to first grade from these cumulative figures because the changes entering first grade often are impacted by students coming out of private kindergarten programs. Those programs, which are a factor on enrollments, are a different issue from the net changes caused by housing turnover and the pandemic, which are the main purposes in identifying cumulative rates. The net changes in the advancements from the eighth to ninth grades also often have a private school factor.

Note: figures exclude students at unlocatable home addresses, including those with no address listed and PO boxes, with 20 in 2016, zero to five in 2017 to 2022, and 20-to-25 since then.

**Appendix B2: Average Student Generation Rates (SGRs) in Sampled Recently Built Housing Units**

| Category and District for Sampled Recently Built Housing in Developments of at least four units* | Units in Sample | Actual and Estimated Students in Relevant SD** | | | | | | TK-12 SGR |
|---|---|---|---|---|---|---|---|---|
| | | TK | K-2 | 3-5 | 6-8 | 9-12 | TK-12 | |
| SFD Homes in Cabrillo USD (no recent TH or Plex dev.) | 26 | 0 | 1 | 1 | 1 | 3 | 6 | 0.23 |
| Apartments and Condos in Cabrillo USD | 30 | 0 | 2 | 1 | 0 | 0 | 3 | 0.10 |
| Below-Market-Rate Mobile Homes in Cabrillo USD | 47 | 0 | 1 | 4 | 0 | 2 | 7 | 0.15 |
| SFD, Plex and TH in Belmont - Redwood Shores SD | 15 | 0 | 2 | 1 | 0 | 0 | 3 | 0.20 |
| SFD Homes, Plexes and Townhomes in San Carlos SD | 17 | 0 | 3 | 2 | 1 | 1 | 7 | 0.41 |
| SFD Homes, Plexes and TH in Menlo Park City SD | 55 | 1 | 8 | 9 | 4 | 4 | 26 | 0.47 |
| SFD Homes, Plexes and TH in These Three Districts | 87 | 1 | 13 | 12 | 5 | 5 | 36 | 0.41 |
| SFD Homes, Plexes and TH in All Four Districts | 113 | 1 | 14 | 13 | 6 | 8 | 42 | 0.37 |
| Apts. and Condos in Belmont - Redwood Shores SD | 533 | 3 | 18 | 12 | 7 | 7 | 47 | 0.09 |
| Apartments and Condos in San Carlos SD | 368 | 4 | 16 | 14 | 8 | 8 | 50 | 0.14 |
| Apartments and Condos in Menlo Park City SD | 451 | 0 | 12 | 5 | 4 | 4 | 25 | 0.06 |
| Apartments and Condos in These Three Districts | 1,352 | 7 | 46 | 31 | 19 | 19 | 122 | 0.09 |
| Apartments and Condos in All Four Districts | 1,382 | 7 | 48 | 32 | 19 | 19 | 125 | 0.09 |
| Below-Market-Rate Apartment Complex in BRSSD | 66 | 0 | 6 | 9 | 5 | 5 | 25 | 0.38 |
| Estimate for Below-Market-Rate TH and Plex Complexes in CUSD (no available recent samples in these districts) | | | | | | | | 1.00 |

* These samples are from developments completed since 2017.

** Student counts are from Fall 2024 (in the SCSD) and Fall 2025 for the more recent developments and from Fall 2022 for developments built before 2020 (in the CUSD), with the latter being more applicable in calculating the SGRs to expect in future units in the first years of occupation. The total high school student numbers in the BRSSD, SCSD and MPCSD are estimated to be approximately the same as the totals in grades 6-8 in the sampled units.

**Note: These rates provide the approximate vicinity for estimating the rates that will occur in similar future units in the CUSD. The rates applied in the forecast do not exactly match these sample rates.**

# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Action
**ITEM TITLE:** Approval of ZESBI Grant Agreement for Zero-Emission School Bus Initiative

## BACKGROUND INFORMATION

The District has been awarded a grant agreement with ZESBI (Zero Emission School Bus Initiative) to support the transition to cleaner, more sustainable student transportation. This opportunity aligns with the district's commitment to environmental responsibility, cost efficiency over time, and improved air quality for students and the community.

The Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project was established using Proposition 98 funds allocated through Senate Bill 114 and administered by the California Air Resources Board (CARB) and the California Energy Commission (CEC). CALSTART was selected to administer the program and oversee the application and funding process.

On January 23, 2025, the Governing Board adopted Resolution No. 02-2025, authorizing the district to submit applications and, if selected, enter into a grant agreement to participate in the ZESBI Incentive Project. This action established the district's eligibility and intent to participate in the program.

## REPORT/PROPOSAL

District staff are requesting approval of the attached ZESBI Grant Agreement, which outlines the terms and conditions for participation in the program. Through this agreement, the district will receive funding and support to implement zero-emission school buses and meet all program requirements.

Additionally, staff will present a separate Board agenda item with a vendor quote for the purchase of two electric school buses to support implementation of this grant.

## FISCAL ANALYSIS

The ZESBI Grant Agreement provides funding to offset costs associated with zero-emission buses and related infrastructure, significantly reducing the district's out-of-pocket expenses. Any remaining costs will be evaluated and brought forward as needed. Participation is expected to result in long-term savings in fuel and maintenance.

## RECOMMENDATION

It is recommended that the Governing Board approve the attached ZESBI Grant Agreement and authorize the Superintendent or designee to execute all necessary documents to implement the program.

***Prepared by:*** *Holly Lynne*

# ZESBI Summary of Award

# and

# Incentive Recipient Agreement

# Summary of Award (Exhibit A)

Please note this is the final point in the application process where you will be able to indicate the quantity and type of charger(s) and vehicle(s) you will be purchasing with your Maximum ZESBI Award. The ZESBI Award cannot be increased after this point. Please reach out to schoolbusteam@calstart.org if you have any questions or concerns.

## *Effective date:

*The effective date will appear once the agreement is countersigned.

| | |
|---|---|
| Local Educational Agency Name:<br>*(Must match all documentation provided to ZESBI Staff)* | Cabrillo Unified School District |
| CD Code: | 4168890 |
| Headquarter Address: | 498 Kelly Avenue |
| Headquarter City: | Half Moon Bay |
| Headquarter State: | California |
| Headquarter Zip Code: | 94019 |

| Maximum ZESBI Incentives Summary | |
|---|---|
| **Award Type** | **Award Amount** |
| Maximum Zero Emission School Bus Incentives | $720,000.00 |
| Maximum Infrastructure Incentives: | $150,000.00 |
| Maximum School Transportation Program Incentives: | $96,666.67 |
| **Total ZESBI Award**: | **$966,666.67** |

| Number of scrappage vehicles to be replaced: 2 | | | | |
|---|---|---|---|---|
| **LEA Bus #** | **Make** | **Model Year** | **VIN** | **GVWR** |
| 5 | Thomas | 1999 | 1T75U4B21X1069237 | 36200 |
| 13 | Thomas | 1999 | 1T75U4B26X1069234 | 36200 |

| Number of Zero Emission School Buses: 2 | | |
|---|---|---|
| **Type** | **Quantity** | **Maximum Award** |
| Wheelchair Lifts ($15,000 per school bus equipped with a wheelchair lift) | 0 | $0.00 |
| Type A School Bus ($280,000 per vehicle) | | $0.00 |
| Type C School Bus ($340,000 per vehicle) | | $0.00 |
| Type D School Bus ($360,000 per vehicle) | 2 | $720,000.00 |
| **Maximum ZE School Bus Award** | **$720,000.00** | |

| Number of Chargers: 2 | | |
|---|---|---|
| **Charger Type** | **Charger Quantity** | **Maximum Award** |
| Level 2 Charger ($20,000 per Level 2 charger) | | $0.00 |
| Direct Current Fast Charger (DCFC) ($75,000 per DCFC) | 2 | $150,000.00 |
| First DCFC Bidirectional ($95,000 for the first bidirectional DCFC requested)* | 0 | $0.00 |
| Remaining DCFC Bidirectional ($75,000 for all remaining bidirectional DCFC) | | $0.00 |
| **Maximum Infrastructure Award:** | **$150,000.00** | |

**Only the first requested Bidirectional DCFC, per LEA, is eligible for $95,000. All bidirectional DCFCs after the first will be eligible for up to $75,000 each.*

| Maximum School Transportation Program Incentives |
|---|

| Award Type | Maximum Award |
|---|---|
| School Transportation Program Incentives | $96,666.67 |

| PROJECT ADDRESSES | | | | | |
|---|---|---|---|---|---|
| ADDRESS TYPE | ADDRESS | MAIN OFFICE FUNCTIONS AS PROJECT SITE | MAIN OFFICE FUNCTIONS AS PRIMARY DOMICILE | MAIN OFFICE FUNCTIONS AS MAILING ADDRESS | PRIMARY DOMICILE |
| Main Office/Headquarters | 498 Kelly Avenue<br>Half Moon Bay<br>California<br>94019 | | True | True | |
| Project (Infrastructure) Site | 498 Kelly Avenue<br>Half Moon Bay<br>California<br>94019 | | | | |

| *Application Owner Contact* | |
|---|---|
| Application Owner Name: | Jennifer Marsh |
| Application Owner Email: | marshj@cabrillo.k12.ca.us |
| ***Application Primary Contact*** | |
| Primary Contact First Name: | Jennifer |
| Primary Contact Last Name: | Marsh |
| Primary Contact Title: | Chief Business Officer |
| Primary Contact Phone Number: | 650-865-5163 |
| Primary Contact Phone Extension: | |
| Primary Contact Email: | marshj@cabrillo.k12.ca.us |
| ***Application Secondary Contact Information*** | |
| Secondary Contact First Name: | Holly |
| Secondary Contact Last Name: | Lynne |
| Secondary Contact Title: | Administrative Assistant to the Business Department/CBO |
| Secondary Contact Phone Number: | 650-437-5164 |
| Secondary Contact Extension: | |
| Secondary Contact Email: | lynneh@cabrillo.k12.ca.us |

| APPLICANT/INCENTIVE RECIPIENT SIGNATURE | |
|---|---|
| *Under the laws of the State of California, I declare under penalty of perjury that all information provided, above, is true and correct.* | |
| Local Education Agency Name ("Applicant/ Incentive Recipient"): | Cabrillo Unified School District |
| Printed Name of Applicant/Incentive Recipient's Authorized Representative (first and last): | Jennifer Marsh |
| Title of Applicant/Incentive Recipient's Authorized Representative: | Chief Business Officer |
| Signature: | |
| Date: | |

| CALSTART INC. COUNTERSIGNATURE | |
|---|---|
| CALSTART Authorized Officer: | Chief Legal Counsel |
| Printed Name (first and last): | Marc Gottschalk |
| Title: | Chief Legal Counsel |
| Counter Signature: | |
| Date: | |

# Incentive Recipient Agreement

# between CALSTART, Inc.

# and

# Cabrillo Unified School District

# APP-000150

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A. Summary of Award

B. CARB ZESBI Terms and Conditions

C. Specified Incorporation by Reference of CARB ZESBI Terms and Conditions

D. CARB Implementation Manual Appendix G: Zero Emission School Bus and Infrastructure Incentives

E. CEC ZESBI Terms and Conditions

F. Specified Incorporation by Reference of CEC ZESBI Terms and Conditions

G. CEC ZESBI Implementation Manual

H. Drug-Free Workplace

I. Standard HVIP Implementation Manual

J. Cancellation and Extension Policy

# Incentive Recipient Agreement IRA-0079

This Incentive Recipient Agreement, including all documents incorporated by reference herein and Schedules and Exhibits included hereto (the "Agreement") is made and entered into by and between CALSTART, Inc., a California non-profit public benefit corporation, with its headquarters at 48 S. Chester Ave., Pasadena, CA 91106 ("CALSTART"), and **Cabrillo Unified School District**, with its headquarters at **498 Kelly Avenue**, ("Incentive Recipient"). Collectively, CALSTART and Incentive Recipient will be referred to as "Parties" and each, a "Party".

## RECITALS

**WHEREAS**, CALSTART is a non-profit corporation seeking to create jobs, clean the air, and improve America's global competitiveness through the establishment of an advanced transportation industry; AND

**WHEREAS**, CALSTART's goal is to facilitate adoption efforts in advanced transportation, in order to (1) encourage clean, efficient transportation to improve environmental quality; (2) create jobs and otherwise stimulate the regional and national economy; (3) develop and refine technology which will permit the widespread use of clean fuel vehicles and other advanced transportation technologies; and (4) facilitate the conversion of highly technical aerospace and defense labor force to advanced transportation efforts; AND

**WHEREAS**, the Incentive Recipient is willing and able to participate in the Project (as defined in Section 1) with CALSTART in accordance with the terms and conditions set forth herein; AND

**WHEREAS**, the Parties desire to set forth the terms and conditions under which the Incentive Recipient will participate in the Project; AND

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

## 1. DEFINITIONS

(i) "Agencies" means CARB and CEC.

(ii) "CARB" means California Air Resources Board.

(iii) "CARB IM" means the Implementation Manual that specifically applies to the Zero Emission School Bus Incentive program (also known as "HVIP Implementation Manual Appendix G: Zero Emission School Bus & Infrastructure Incentives") included as Exhibit D.

(iv) "CARB Project" means the ZESBI program applying to Incentive Recipient under this Agreement.

(v) "CARB Standard IM" means the Implementation Manual applying generally to CARB's HVIP program of which ZESBI is a part included as Exhibit I.

(vi) "CARB ZESBI Terms" means the terms applicable to Incentive Recipient under this Agreement including Exhibit B included hereto.

(vii) "CEC" means California Energy Commission.

(viii) "CEC IM" means the Implementation Manual applying to the Fueling Infrastructure Block Grant program under this Agreement included as Exhibit G.

(ix) "CEC Project" means the CEC Fueling and Infrastructure Block Grant program applying to Incentive Recipient under this Agreement.

(x) "CEC ZESBI Terms" means the terms applicable to the Incentive Recipient under this Agreement including Exhibit E attached.

(xi) "HVIP" means CARB's Clean Truck and Bus Voucher Incentive Project.

(xii) "IR Project" means the project to be undertaken by Incentive Recipient reflected in Exhibit A - Summary of Award, as may be amended from time to time under the terms of this Agreement including all work required to complete such project and including the data collection requirements identified in Section 30.

(xiii) "Project" means the CARB Project and the CEC Project.

(xiv) "ZE" means zero emission.

(xv) "ZESBI" means CARB's and CEC's Zero Emission School Bus Incentive Program.

## 2. TERM

The Term of this Agreement begins the date it is fully executed by all Parties (the "Effective Date") and shall remain in effect for 36-months thereafter (the "Term").

## 3. DESCRIPTION OF IR PROJECT AND FUNDING

Incentive Recipient (IR) shall complete the IR Project as set forth in the Summary of Award, attached hereto as Exhibit A, and made a part hereof. The Incentive Recipient is awarded an amount not to exceed $966,666.67 under this Agreement for the completion of the IR Project.

The Project provides awards to Incentive Recipients to replace eligible and approved internal combustion engine ("ICE") school buses with new eligible ZE school buses including associated charging infrastructure. For the purposes of the Project, the Incentive Recipient shall not purchase more chargers with its infrastructure incentives than awarded ZE school buses under the Project and it should be noted that the Incentive Recipient may apply for ZE school buses without applying for and/or being eligible for infrastructure incentives but may not apply for infrastructure incentives without applying for and being awarded incentives for ZE school buses.

**NOTE: Incentive Recipient acknowledges and agrees that if it is applying for ZE school buses only (and not associated infrastructure) it is executing this Agreement with the understanding that it is committing to the purchase of zero-emission school bus(es) and will be separately responsible for required infrastructure. See the CARB IM and the CEC IM for more detail.**

**Incentive Recipient Waiver Acknowledgement**:

No less than 90 percent of the Incentive Recipient's total ZESBI award shall be expended for the purchase of eligible ZE school buses, as well as eligible supporting charging infrastructure needed to operate the ZE school buses and related activities, including, but not limited to, eligible charging equipment, site design, construction, and related infrastructure upgrades.

Any old school bus that is not compliant with California Truck and Bus Regulation will reduce the maximum incentive award for replacement by $20,000 per bus.
Up to 10 percent of the Incentive Recipient's total ZESBI award may incorporate Incentive Recipient's School Transportation Program (STP) as defined and set forth in section [6.2 School Transportation Program Incentives Cost Eligibility] of the CEC IM. STP incentive awards may be used to cover eligible infrastructure costs incurred as set forth in Section 6 Eligible Costs of the CEC IM.

## 4. DOCUMENTS INCORPORATED BY REFERENCE/FORMS REQUIRED

This Agreement incorporates by reference the CARB ZESBI Terms and the CEC ZESBI Terms (collectively "Project Terms") as if included verbatim, provided that for ease of reference, and recognizing that not all of the foregoing Project Terms will apply to Incentive Recipient, Exhibit C and Exhibit F, appended hereto (Specified Incorporation by Reference) lists by Section the specific terms applicable to the Incentive Recipient. Unless otherwise specified, all requirements imposed on CALSTART by the flow-down clauses shall also apply to the Incentive Recipient as it applies to the project.

Other documents incorporated include:

1) 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.) solely with respect to Projects funded with DERA (Diesel Emission Reduction Act) awards
2) 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance
3) Any federal, state, or local laws or regulations applicable to the Project that are not expressly listed in this Agreement

In addition, Incentive Recipients shall complete Exhibit H (Drug-Free Workplace) with its application and hereby agree to update such forms in the event that information provided by the Incentive Recipient is no longer accurate.

## 5. ORDER OF PRECEDENCE

In case of conflict between or among the terms of this Agreement and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: 1) this Agreement; 2) the Project Terms and any amendments thereto includingExhibit C and Exhibit F; 3) ZESBI CARB IM and ZESBI CEC IM (see Exhibits D and G); 4) HVIP Implementation Manual; and 5) other documents incorporated by reference.; and 5) other documents incorporated by reference.

## 6. EXHIBITS

The Schedule and Exhibits to this Agreement shall be construed with, and as an integral part of, this Agreement. Note that the Exhibits outlined herein shall be amended as CALSTART and the Agencies deem necessary.

## 7. PERMITS/COMPLIANCE

a. Permits and Clearances/Use of Licensed Professionals

Incentive Recipient shall ensure all necessary permits and environmental documents are prepared and clearances obtained from the appropriate agencies to perform the work required by Incentive Recipient and its subrecipients or subcontractors under this Agreement. Incentive Recipient agrees that only licensed professionals will be used to perform services or conduct work under this Agreement where such services are called for and where licensed professionals are required for those services under California law.

b. Federal, State and Municipal Requirements

Incentive Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work to be performed under this Agreement for the Term.

## 8. STANDARD OF PERFORMANCE

In the performance of work under this Agreement, Incentive Recipient, its employees, and subcontractors shall exercise the degree of skill and care required by customarily accepted good professional practices and procedures used in Incentive Recipient's

field.

Any costs arising from Incentive Recipient's failure to meet the foregoing standards of performance or incurred to correct otherwise defective work requiring Incentive Recipient's re-performance of the work, as directed by CALSTART, shall be borne in total by Incentive Recipient and not CALSTART.

It is the Incentive Recipient's duty to ensure that funds provided through this Agreement are not misspent by Incentive Recipient or its subcontractors. Incentive Recipient must ensure funds are used to reimburse or otherwise pay for actual incurred eligible costs approved by CALSTART. This includes that it is the Incentive Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

If Incentive Recipient fails to perform in accordance with the above standard:

a. Incentive Recipient shall re-perform, at its own expense, any task that was not performed to the reasonable satisfaction of CALSTART and the Agencies under the terms of this Agreement. The re-performance of any work will not automatically extend the time period set for completion at the outset of the applicable Term.

b. In the event Incentive Recipient is unable to complete re-performance within the original time frame, CALSTART shall provide a new schedule (informed by the cancellation and extension policies of the Agencies then applicable) for the re-performance of any task pursuant to this paragraph, provided the Incentive Recipient has applied for, and CALSTART has approved an extension request; and

c. CALSTART may direct Incentive Recipient not to re-perform any task that was not performed to the reasonable satisfaction of CALSTART and the Agencies pursuant to application of (a) and (b), above. If CALSTART directs Incentive Recipient not to re-perform a task, CALSTART and Incentive Recipient shall negotiate a fair and reasonable settlement for satisfactory work performed. CALSTART's obligation, if any, to pay Incentive Recipient for this work re-performed, shall be dependent on CALSTART's receipt of monies from the Agencies, as applicable, for the additional work performed. No previous payment shall constitute a waiver of CALSTART's right to reimbursement.

With respect to the installation of charging infrastructure under the CEC Project, the Incentive Recipient specifically agrees and acknowledges: (i) that the standards of performance relating to uptime, operation and maintenance requirements in Section 9 below, and the data related requirements in Sections 30 and 31 and Exhibit A to this Agreement and other CEC Terms shall apply to the Incentive Recipient; and (ii) that the CEC shall have the right to directly enforce such requirements upon the Incentive Recipient.

With respect to replacement of ICE school buses with ZE school buses, the school bus title holder shall use the old ICE school bus as needed, but it must be scrapped with supporting documentation within twenty-four (24) months after the new ZE school bus delivery date, as described in the CARB IM. Failure to scrap the old school bus(es) constitutes a material breach of this Agreement such that CARB, or CALSTART may recapture funds.

Nothing contained in this section is intended to limit any of the rights or remedies which the Agencies may otherwise have under law.

## 9. UPTIME, OPERATION, AND MAINTENANCE REQUIREMENTS

This Agreement contains certain uptime requirements for EV charging stations and charging ports installed under this Agreement. By signing this Agreement, and as a material term of this Agreement, the Incentive Recipient agrees to be fully responsible for complying with the operations requirements. Incentive Recipient also agrees that CEC as a third-party beneficiary under this Agreement, is a real party in interest to this Agreement. Accordingly, if Incentive Recipient fails to meet the uptime requirements, Incentive Recipient agrees that CEC is entitled to repayment of incentive funds provided by CEC hereunder. The amount repaid shall be an amount CEC, in its sole discretion, deems reasonable to compensate for the harm done.

## 10. ZESBI DECALS

Incentive Recipient shall affix decals provided by ZESBI to the ZE school bus(es) ("ZESBI Decals"). The ZESBI Decals shall be delivered to Incentive Recipient on or about the time of delivery of the applicable ZE school bus(es) and shall be affixed according to the instructions provided with the ZESBI Decals.

## 11. INCENTIVE RECIPIENT'S STAFF

During the term of this Agreement, Incentive Recipient shall provide and maintain sufficiently qualified employees, agents, and personnel to perform its duties and obligations hereunder. Incentive Recipient and its employees, agents, and personnel shall obtain and maintain all applicable licenses, permits, credentials and certificates as required by local, state and federal laws, rules, regulations, guidelines and directives applicable for the operation of its facilities and for the provision of services hereunder. Incentive Recipient shall notify CALSTART within five (5) business days any time they become aware the Project lead (or leads) will no longer serve as project lead.

## 12. AGREEMENT ADMINISTRATION

Notwithstanding any other provisions of this Agreement or any document referenced herein, CALSTART's Chief Executive Officer/President, Chief Financial Officer or Chief Legal Counsel are the only persons authorized to make changes in, or to redirect, the IR Project, subject to approval by CARB and or CEC. Where CALSTART's approval is required under the terms of this Agreement, such requirement shall mean the approval of the Chief Executive Officer/President, Chief Legal Counsel or the Chief Financial Officer. If the Incentive Recipient effects any change at the direction of any other person, the change will be considered as having been made without CALSTART authority and no adjustment will be made in the Agreement cost or schedule as a result thereof. No agreement or understanding will be binding on either party unless made in writing and signed by authorized representatives of both Parties

CALSTART may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

1) Drawings, designs, or specifications per the instructions of either of the Agencies.
2) IR Projects funded.
3) Method of shipment for IR Project deliverable.
4) Place of delivery of IR Project deliverables.
5) Terms and conditions of this Agreement.

If any changes to above cause an increase in the estimated cost or time for performance, CALSTART shall consider making an equitable adjustment to the funding or schedule necessary for performance, subject to the availability of incentive funding under CALSTART's agreements with the Agencies. Incentive Recipient shall notify CALSTART of any change to which it believes it is entitled to an equitable adjustment within 30 business days. Failure to provide such notice shall constitute a waiver of the Incentive Recipient's rights to an equitable adjustment. Failure of the Parties to agree on an equitable adjustment to the estimated cost or schedule will be considered a dispute under Section 43, Disputes and Arbitration.

No amendment or variation of this Agreement shall be valid unless made in writing and signed by the parties' duly authorized representatives, except for CALSTART's right to make changes pursuant to this Section or its termination rights in Section 18 of these terms.

## 13. PAYMENT REQUESTS

Payment requests must be submitted through the ZESBI Application Portal. If the Incentive Recipient encounters any technical difficulties in the ZESBI Application Portal, please reach out to CALSTART at: schoolbusteam@calstart.org

If the Incentive Recipient does not submit reimbursement requests in accordance with the instructions and terms herein, payments will be delayed.

**ZE School Bus Payment Requests:**
For the purpose of the CARB Project, a payment agreement for each eligible ZE school bus shall take the form of a binding purchase order that has been approved by CALSTART. The binding purchase order shall be an agreement between the Incentive Recipient and the applicable new ZE school bus dealership for a qualifying ZE school bus and shall meet the requirements and terms as described in the CARB IM ("Purchase Order"). The Purchase Order must be entered into either:

(i) on or after August 21, 2025 (in order to potentially qualify for federal incentives or other supporting incentive programs or as otherwise approved by CARB), or
(ii) within ten (10) business days following the execution of this Agreement.

Any new ZE school bus purchased under the CARB Project must be inspected by the California Highway Patrol no later than thirty (30) calendar days after Incentive Recipient's receipt of the ZE school bus. Upon delivery and inspection of the approved, new ZE school bus, the Incentive Recipient shall submit supporting documentation as described in the CARB IM along with a payment request via the ZESBI Application Portal for each new ZE school bus, referencing the relevant Application Number APP-000150. Incentive Recipient must then pay the dealer or OEM for that ZE school bus within sixty (60) calendar days following passing inspection.

**Infrastructure Payment/Reimbursement Requests:**
For the purpose of the CEC Project, this is a reimbursement agreement for eligible costs incurred, meaning amounts billed will be based upon actual costs incurred. The Incentive Recipient shall submit itemized project costs using the payment request feature through the ZESBI Application Portal, referencing the relevant Application Number APP-000150.

**Reimbursement Eligibility Period:**
Binding commitments between the Applicant to purchase ZE school bus(es) must be made before eligible infrastructure cost reimbursement requests are allowable. Infrastructure costs incurred prior to the Effective Date of this Agreement and incurred after the Term ends, will be borne by the Applicant/Incentive Recipient.
Any costs incurred outside of the parameters set forth above shall not be eligible for reimbursement.

Once all applicable Project and payment request requirements outlined under the CEC IM and CARB IM have been successfully completed and CALSTART has determined that all requirements and terms have been satisfied, the Incentive Recipient shall (i) For the purpose of infrastructure and STP payments, request reimbursement at a frequency of no less than quarterly through the ZESBI Application Portal. (ii) for the purpose of ZE school buses, request payment through the ZESBI Application Portal, see ZE School Bus Payment Requests section above for timing of ZE school bus payment. NOTE: CALSTART will retain ten (10) percent of all infrastructure and STP payment requests submitted until all Incentive Recipient requirements are satisfied.

Once CALSTART determines all requirements outlined under the CEC IM and CARB IM have been successfully completed, CALSTART shall notify the Agencies of its decision. The Agencies will have 5 business days to confirm or object to CALSTART's determination. If the Agencies confirm that all requirements have been met, the Incentive Recipient, at the end of the Infrastructure Term, for the purpose of infrastructure payments, shall submit a payment request through the ZESBI Application Portal.

Project billings shall clearly summarize actual costs billed and incurred in accordance with categories as defined in the ZESBI Application Portal ("Costs"). Infrastructure costs not included in the site equipment manifest will be disallowed. All costs billed must be supported by sufficient relevant documentation.
All direct costs incurred, including subcontractor costs, shall be itemized on the invoice and supported by sufficient relevant documentation such as a vendor invoice, receipt or other pertinent third-party provided documentation verifying amounts incurred. Copies of cancelled checks must be provided upon request.

The following costs are not allowable under any circumstances:

1) Alcoholic beverages
2) Bonding costs
3) Fines and penalties
4) Litigation or other legal costs
5) Lobbying or other costs for the purpose of influencing election outcomes, referendums or legislation.

The Incentive Recipient shall bear all costs and expenses incurred that are not in accordance with the terms and conditions of this Agreement, unless CALSTART, in consultation with the Agencies, determines otherwise. Incentive Recipient shall not present ineligible costs (Costs that are not in accordance with the terms of this Agreement) on an invoice.

**NOTE:** Incentive Recipient **must** identify all incentive and grant sources for costs related to this IR Project in the ZESBI Application Portal and refer to the CARB IM and CEC IM to determine which may be combined with the incentives provided under the Project (collectively "Approved Incentives") and which are to be deducted from the incentives provided under this IR Project. Under no circumstances may Approved Incentives exceed total IR Project costs.

For the purposes of the IR Project, the period during which IR Project expenses may be reimbursed ("Expenditure Period") shall begin upon a successful payment request has been paid by CALSTART and shall end three (3) fiscal years thereafter. Any funds that are not expended by the end date shall be returned to the state.

Payment disbursement for binding purchase orders and reimbursement for expenditures under this Agreement are contingent upon the receipt of continuing funding from the Agencies.

CALSTART's obligations under this Incentive Recipient Agreement are contingent upon the availability of funds received from the Agencies. In the event funds are not available, CALSTART shall have no liability to pay any funds whatsoever to the Incentive Recipient or to furnish any other consideration under this Agreement.

## 14. BUDGET CONTINGENCY CLAUSE

If state funding for any fiscal year is reduced or deleted for this program, CALSTART, CARB and the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to CARB, the CEC or CALSTART; or 2) offer an Agreement Amendment to the Incentive Recipient to reflect the reduced amount.

## 15. AUDITS/EXAMINATION OF ACCOUNTS, RECORDS, AND INSPECTION

### Accounting System

Incentive Recipient shall establish and maintain an accounting system to include a separate ledger or fund for recording receipts and disbursements of grant funds that shall be reasonably satisfactory to CALSTART and in accordance with generally accepted accounting principles and best business practices, consistently applied, with all disbursements of grant funds recorded in the accounting system supported by sufficient relevant documentation and/or other evidence to include supporting calculations. Documentation shall also be maintained showing the receipt, use, and disposition of government or CALSTART property coming into the possession of the Incentive Recipient under this Agreement.

### Retention of Records

Incentive Recipient shall retain all IR Project records (including financial records, and payment requests) for a minimum of five (5) years after the final payment has been received by the Incentive Recipient, unless otherwise specified in the funding Agreement.

**Audits**

Upon written request from CALSTART or either or both Agencies, Incentive Recipient shall provide detailed documentation of all expenses at any time throughout the IR Project. In addition, Incentive Recipient agrees to allow CALSTART or the Agencies or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the IR Project during the term of this Agreement and for a period of five (5) years thereafter, unless CALSTART or one of the relevant Agencies notifies Incentive Recipient, prior to the expiration of such five-year period, that a longer period of record retention is necessary. Further, Incentive Recipient agrees to incorporate an audit of this IR Project within any scheduled audits, when specifically requested by CALSTART or the Agencies. Incentive Recipient agrees to include a similar right to audit in any subaward or subcontract.

Incentive Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. Incentive Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to CALSTART within 15 days of the completion of such audits.

**Right to Audit**

Incentive Recipient agrees that CALSTART, CARB, CEC, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives ("Audit Parties") shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement and all grant funds received or expended. Incentive Recipient agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate a longer records retention period. Incentive Recipient agrees to allow any and all of the Audit Parties access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, consultants, contractors and subcontractors of Incentive Recipient who might reasonably have information related to such records. Furthermore, Incentive Recipient agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure any and all of the Audit Parties have the ability and right to audit records and conduct interviews of any and all contractors, consultants and subcontractors in relation to performance or use of the grant funds under this Agreement.

If applicable, Incentive Recipient will provide a copy of independent audit reports and any resulting comments and correspondence to the CALSTART accounting within 30 days of issuance of audit report.

**16. SITE VISITS**

CALSTART, CEC and CARB authorized representatives have the right to make site visits at reasonable times during normal business hours and with reasonable prior notice to review IR Project accomplishments and management control systems and to provide technical assistance, if required. Incentive Recipient must provide and must require its subcontractors to provide reasonable facilities and assistance for the safety and convenience of the visitors in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the IR Project or Incentive Recipient's operations.

## 17. SUSPENSION OF WORK

CALSTART, in consultation with CEC and CARB, may suspend any or all activities under this Agreement (unless otherwise directed by either of the Agencies) if CALSTART determines that an Incentive Recipient is not acting in conformity with the Agreement. CALSTART will provide Incentive Recipient with written notice outlining the specific reasons for the suspension. Upon receipt of notice of suspension, Incentive Recipient shall immediately cease performance of all activities under this Agreement and must take all steps necessary to correct the non-compliance. The Incentive Recipient shall have 15 business days to correct the noncompliance, provided that CALSTART determines Incentive Recipient reasonably needs longer to complete the correction, Incentive Recipient shall have such time as is reasonably needed to correct, but in no event longer than ninety (90) calendar days. Incentive Recipient shall take reasonable steps to avoid incurring additional costs and submitting costs for reimbursement upon receipt of a notice suspending work. Incentive Recipient shall resume performance of the work under this Agreement only upon receipt of written instructions from CALSTART.

## 18. TERMINATION AND REMEDIES

a. **Termination With Cause**. CALSTART, in consultation with CEC and CARB, may terminate performance under this Agreement for cause upon providing Incentive Recipient with five (5) calendar days advance notice. Upon receipt of termination notice, the Incentive Recipient will use reasonable efforts to mitigate its expenses and obligations relative to the activities set forth in Exhibit A Summary of Award.

   **Justifications for Termination with Cause** may include, but are not limited to:

   - Reorganization by Incentive Recipient to a business entity unsatisfactory to CALSTART or either of the Agencies.
   - Incentive Recipient's retention or hiring of subcontractors, or replacement or addition of personnel, who fail to perform to the standards and requirements of this Agreement; or
   - Incentive Recipient's inability to pay its debts as they become due or its default on any obligation impacting adversely its ability to perform successfully under this Agreement

b. **Termination Without Cause**: CALSTART may, in consultation with CARB and CEC, terminate this Agreement without cause upon providing Incentive Recipient with thirty (30) calendar days advance notice. Upon receipt of such notice, Incentive Recipient will use all reasonable efforts to mitigate its expenses and obligations

relative to its termination of the activities stated herein.

Justifications for Termination Without Cause may include, but are not limited to:

- Partial or complete loss of funds from either or both Agencies.
- Significant change in the state or a policy of either of the Agencies so that the work or product being funded would not be supported by such agency; or
- Termination, in whole or in part, of the grant agreements between either of the Agencies and CALSTART that is the source of funding for this Agreement, with or without cause.

c. **Termination as a Result of Executive Order N-6-22 - Russia Sanctions** - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State or CALSTART determine Incentive Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that should be grounds for termination of this Agreement. CALSTART shall provide Incentive Recipient advance written notice of such termination, allowing Incentive Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State of California or CALSTART.

d. Termination Procedures: In the event of Termination with Cause or Without Cause, Incentive Recipient shall immediately proceed with the following obligations:

- Stop work as specified in the notice.
- Place no further subawards, subcontracts, or orders, except as necessary to complete the continued portion of the Agreement.
- Terminate all subaward, subcontracts or orders to the extent they relate to the work terminated.
- With approval or ratification to the extent required by CALSTART, settle all outstanding liabilities and termination settlement proposals arising from the termination of subaward, subcontracts or orders, the cost of which would be reimbursable in whole or in part, under this Agreement; approval or ratification will be final for purposes of this clause.
- Complete performance of the work not terminated.
- Submit a final termination settlement proposal to CALSTART in the form and with the certification prescribed by CALSTART within 90 calendar days. At a minimum, the termination settlement proposal shall schedule out the costs reimbursable under this Agreement, not previously paid, for performance of the IR Project before the effective date of the termination, and those costs that may continue for a reasonable time after termination, provided that such costs shall be discontinued as rapidly as practicable.

In the event of a breach of this Agreement by Incentive Recipient, CALSTART (and as third-party beneficiaries hereunder, the Agencies) shall have all administrative, contractual and legal remedies available at law or in equity, including such sanctions

and penalties as may be appropriate.

Without limiting any of its other remedies, CALSTART and each of the Agencies may, for Incentive Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past payments, or suspend or terminate this Agreement. Further, if any penalty, fine, or other assessment is issued against CALSTART, CARB, the CEC or other parties as a result of the actions or omissions of the Incentive Recipient or its subcontractors, the Incentive Recipient shall pay all assessment amounts with its own, non-grant funds. Finally, if a CEC Project and/or CARB Project is withdrawn, the Incentive Recipient may be required to repay any payments received from participation in the applicable IR Project.

## 19. INDEMNIFICATION

Incentive Recipient shall indemnify, defend, and hold harmless (i) the State of California, the Agencies, their respective officers, agents, and employees; and (ii) CALSTART and its Board of Directors, agents, other subcontractors; and employees, in each case against any and all liability, claims, demands, injuries, damages, losses, and costs (collectively " Liabilities"), including reasonable attorneys' fees, arising out of, resulting from or relating to the Incentive Recipient, its subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement ("Incentive Recipient Parties"), as well as arising out of the breach of any provisions of this Agreement by any Incentive Recipient Parties (including all terms and conditions incorporated herein), including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with grant funds, in whole or in part.

Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the gross negligence or willful misconduct of CALSTART, its employees or representatives. In addition, Incentive Recipient shall not use any funds provided under the IR Project in any manner that will infringe upon the intellectual property rights of any other party and shall defend, indemnify and hold harmless CALSTART and the Agencies from and against any and all Liabilities arising therefrom.

## 20. INSURANCE

Without in any way limiting Incentive Recipient's obligations, indemnities, or liabilities under Indemnification, Incentive Recipient shall always maintain during the term of this Agreement the following minimum insurance at Incentive Recipient's expense:

Active Worker's Compensation Insurance for all its employees who will be engaged in the performance of this Agreement and agrees to furnish to CALSTART satisfactory evidence of this insurance at any time CALSTART may request.

Appropriate other active insurance coverage for all activities under this Agreement, including, without limitation, the minimum insurance required by law for purchased zero emission vehicles, which it shall maintain in effect through the term of this Agreement.

If Incentive Recipient is self-insured for worker's compensation, Incentive Recipient hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to CALSTART satisfactory evidence of this active insurance at any time CALSTART may request.

Incentive Recipient acknowledges the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the term. Upon execution of this Agreement, Incentive Recipient shall furnish third-party provided evidence reasonably satisfactory to show CALSTART that insurance coverages are in effect. Thereafter, Incentive Recipient shall provide CALSTART evidence of coverage upon policy renewals, changes, and CALSTART request.

## 21. SUBCONTRACTS

Incentive Recipient shall include applicable provisions of this Agreement, applicable federal, state and local laws and regulations, and documents incorporated by reference, in all subawards or subcontracts arising under and relating to this Agreement, ensuring that sub-awardees and subcontractors adhere to the same standards and obligations as the Incentive Recipient under this Agreement. Inter-company orders under this Agreement with subsidiaries of Incentive Recipient are not considered subawards or subcontracts hereunder.

## 22. CONTRACTING AND PROCUREMENT PROCEDURES

All Incentive Recipient subcontracts resulting from work under this Agreement must incorporate all the following as applicable based on the underlying circumstances:

- A clear and accurate description of the material, products, and services to be procured, a detailed budget, and timeline.
- Provisions that allow for administrative, contractual, and legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions as may be appropriate.
- Provisions for termination by the Incentive Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision relating to Executive Order N-6-22 - Russia Sanctions.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- "Publications" - Legal Statements on Reports provisions specified in this Agreement.
- Language conforming to the "Equipment" provision in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "Change in Business" provision in this Agreement.
- Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.
- Public Work - Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) requirements for the use of EVITP certified electricians specified in this Agreement.

- Conflicts of Interest provision specified in this Agreement.
- Survival of the following provisions:
  - Retention of Records provisions specified in this Agreement.
  - Audits provisions specified in this Agreement.
  - Language conforming to the "Equipment" provision in this Agreement.
  - Language conforming to the "Indemnification" provision in this Agreement.
  - Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.

## 23. COVENANT AGAINST HIRING

During the term of this Agreement, including any extension or renewal thereof, and for a period of one (1) year thereafter, neither party will knowingly solicit for hire any technical or professional employee of the other assigned to the IR Project without the prior written consent of the other party.

Notwithstanding the foregoing, this covenant shall not apply in the event this Agreement is terminated by default by either party in accordance with the default or termination provision contained in this Agreement. In addition, this clause is not intended to restrict employees of either party from responding to employment advertisements and voluntarily applying for available employment in either party's company.

## 24. CONFLICTS OF INTEREST

No member of, or delegate to, any federal or state office, or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it and in this respect, Incentive Recipient acknowledges the provisions of California Government Code Section 87104. This clause, however, does not apply to this Agreement to the extent this Agreement is made with a corporation for the corporation's general benefit.

Incentive Recipient acknowledges that in governmental agreements, even the appearance of a conflict of interest can be harmful to the interest of the State of California. Thus, Incentive Recipient, its subcontractors, and projected partners shall refrain from any practices, activities, or relationship that appear to conflict with their obligations under this Agreement, unless Incentive Recipient receives prior written approval of the Agencies or CALSTART. If Incentive Recipient is uncertain whether the appearance of a conflict of interest may exist, Incentive Recipient shall submit to CALSTART, for forwarding to the Agencies, as applicable, a written description of the relevant details.

## 25. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, any federal or state office, or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

## 26. RELEASE OF NEWS INFORMATION

No news release, including photographs, films, public statements, confirmations or denials related to this Agreement, or any aspect of the associated program shall be made without CALSTART's prior written approval. Neither party, however, shall be precluded from revealing the contents of this Agreement to any governmental entity or pursuant to any operation of law. This clause shall apply to the Incentive Recipient's employees and lower tier subcontractors and suppliers. The Incentive Recipient further agrees to insert in any agreement hereunder, provisions which shall conform substantially to the language of this clause.

## 27. CONFIDENTIALITY OF INFORMATION

a. All data or information provided by Incentive Recipient to CALSTART in connection with this Agreement, including any application materials, may be used by CALSTART consistent with the terms of this Agreement. CALSTART may make all data or information provided by Incentive Recipient to CALSTART in connection with this Agreement, including any application materials, available to the Agencies. Such information may be made public by the Agencies pursuant to applicable state laws and regulations. Incentive Recipient acknowledges that all information associated with payment requests, including business name and address, contact information, and sales transactions are public information and subject to release.

b. Identification of Confidential Incentive Recipient Information

   For the purposes of this Section, "Confidential Incentive Recipient Information" refers to information belonging to the Incentive Recipient that the Incentive Recipient has satisfactorily identified as confidential and each of the Agencies has agreed to designate as confidential under 20 CCR 2501, et seq., or other applicable state or federal laws and regulations.

   CALSTART shall treat data or information designated as Confidential Incentive Recipient Information by Incentive Recipient as confidential, subject to the limitations set forth in this Section. CALSTART shall treat Confidential Incentive Recipient Information by Incentive Recipient as confidential pending review by each of the Agencies. CALSTART shall have no obligation to treat data or information designated by Incentive Recipient as Confidential Incentive Recipient Information as confidential if such data or information:

   1) Is in the public domain at the time of receipt by CALSTART.
   2) Is published after receipt thereof by Incentive Recipient (or another) or that otherwise becomes part of the public domain through no fault of CALSTART.
   3) Was already in CALSTART's possession at the time of receipt thereof and was not acquired directly or indirectly from the Incentive Recipient; or
   4) CALSTART can demonstrate it received the data or information from a third party that did not require CALSTART to hold it in confidence.

c. Confidential Deliverables: Labeling and Submitting Confidential Incentive Recipient Information.

   Prior to the commencement of this Agreement, if applicable, the Parties have identified in the Attachment to this Agreement, specific Confidential Incentive Recipient Information to be provided as a deliverable. All such confidential

deliverables shall be marked by the Incentive Recipient as "Confidential" on each page of the document containing the Confidential Incentive Recipient Information and, when communicated electronically, presented in a zip file with "Confidential" in the subject line. (Non-confidential deliverables are submitted via the Incentive Processing Center.) All Confidential Incentive Recipient Information will be contained in the "confidential" volume; no Confidential Incentive Recipient Information will be in the "public" volume.

d. Submittal of Unanticipated Confidential Incentive Recipient Information as a Deliverable.

During this Agreement, Incentive Recipient may obtain or develop additional data or information not originally identified as a confidential deliverable. In this case, Incentive Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505 or other applicable law or regulation for determination by the relevant Agencies.

e. Disclosure of Confidential Incentive Recipient Information

Disclosure of Confidential Incentive Recipient Information by the Agencies may only be made pursuant to 20 CCR 2506 and 2507 or other application state or federal laws or regulations. All confidential data, records, or deliverables that are legally disclosed by Incentive Recipient or any other entity may become public records and are no longer subject to the above confidentiality designation.

f. Access to Confidential Information and Personal Information

1) If Incentive Recipient will receive confidential information or personal information from either of the Agencies, CALSTART, or a third-party for the performance of this Agreement, Incentive Recipient must first agree to and comply with the Agencies' special terms for confidential information.

2) For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the CEC or CARB has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

3) For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

4) If any other individual or entity participating in anyway with this Agreement, including but not limited to subcontractors, vendors, and other project partners, will receive confidential information or personal information from either of the Agencies, CALSTART or a third-party for the performance of this Agreement,

that individual or entity must first agree to and comply with the Agencies' special terms for confidential information as well as any confidentiality, disclosure and privacy policies of the Agencies.

5) The Incentive Recipient must flow-down the Agencies' special terms for confidential information into each subcontract, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Incentive Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, incentive recipients, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

6) If this Agreement does not include the CEC's special terms for confidential information and the CEC determines CALSTART, Incentive Recipient, or any other individual or entity participating with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC and CALSTART reserve the option to amend this Agreement to add its special terms for confidential information.

7) Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, neither Incentive Recipient nor any other individual or entity participating in anyway with this Agreement may not disclose any information provided to it by the CEC, CALSTART, CARB or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

Incentive Recipient shall include the substance of this Section in all subcontracts, vendor agreements, or other agreements awarded under this Agreement.

## 28. TITLE TO PROPERTY

a. Equipment Defined

The term "Equipment" is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least $5,000, and purchased in whole or in part with grant funds. Electric vehicle supply equipment ("EVSE") purchased in whole or in part with grant funds shall be considered Equipment for purposes of this Agreement regardless of whether it has an acquisition cost of at least $5,000. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the IR Project, including those products, objects, vehicles, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the IR Project. For purposes of determining depreciated value of equipment used in the Agreement, the IR Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with grant funds. The CEC, CARB and/or CALSTART may determine the normal useful life of such equipment.

For the purposes of eligibility, items described as "equipment", "vehicle", or "EVSE" in the CARB IM or CEC IM that do not meet this definition of Equipment would be considered miscellaneous costs and may still be considered eligible if they otherwise comply with the descriptions for eligible costs.

b. Title to Equipment

Title to Equipment acquired by Incentive Recipient in whole or in part with grant funds shall vest in the Incentive Recipient. The Incentive Recipient shall not encumber the property without CALSTART approval. CALSTART shall follow criteria approved by the Agencies when determining whether to approve Incentive Recipient's Equipment encumbrance request.

c. Equipment Disposition

The Equipment title holder shall use the Equipment in the IR Project as long as needed, whether or not the IR Project continues to be supported by grant funds. When no longer needed for the original IR Project, the title holder shall contact CALSTART for disposition instructions.

d. Vehicle Ownership

All ZE school buses purchased under the CARB Project shall be owned by the Incentive Recipient for a period of no less than three (3) years following the receipt of the relevant ZE school bus. Nothing shall limit the ability of Incentive Recipient to encumber the ZE school bus for the purposes of financing the purchase of such vehicle.

## 29. DATA COLLECTION

Incentive Recipient shall be required to provide to the Agencies all data described in Section 7.6 Data Collection Responsibilities of the CARB IM and Section 9.3 Data Collection Requirements of the CEC IM.

## 30. RIGHTS IN CONTRACT DATA

All data collected or produced under this Agreement shall be the property of CALSTART, CARB and the CEC. Except as otherwise approved by CEC or CARB, as applicable, Incentive Recipient shall not use the data for any purpose other than to perform its obligations under this Agreement and shall handle proprietary data in accordance with the provisions of this clause, Section 27 of this Agreement and Section 13 of the CARB Terms incorporated into this Agreement in Exhibit C. The Agencies shall have unlimited rights to use and reproduce all reports and data produced and delivered pursuant to this Agreement (including, without limitation the right to disclose, prepare derivative works, distribute copies to the public, and publicly perform and display), and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Agencies upon receipt.

Incentive Recipient agrees to obtain for CALSTART rights in data or information obtained from subcontractors or vendors as may be necessary to ensure that Incentive Recipient complies with the terms of this Section and lawfully is able to deliver to CALSTART deliverables with unlimited rights.

Incentive Recipient agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from the CEC, CARB or a CEC or CARB contractor or other incentive recipient, the Incentive Recipient shall treat such data in accordance with any restrictive legend contained thereon and in conformance with Section 27, unless another use is specifically authorized by prior written approval of CALSTART and the applicable representative of the Agencies identified by CALSTART. Incentive Recipient acknowledges that in the performance of the IR Project under this Agreement, Incentive Recipient agrees not to disclose any such information without the prior written consent of the CEC, CARB and CALSTART.

## 31. CHANGE IN BUSINESS

a. Incentive Recipient shall promptly notify CALSTART of the occurrence of each of the following:
    1. A change of primary contacts and/or authorized representatives.
    2. A change of address.
    3. A change in the business name or ownership.
    4. The existence of any litigation or other legal proceedings affecting the project.
    5. The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
    6. Receipt of notice of any claim or potential claim against Incentive Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect CALSTART, CARB or the CEC's rights.
b. Incentive Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to CALSTART. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If CALSTART, CARB or the CEC is not satisfied that the new entity can perform as the original Incentive Recipient, CALSTART may terminate this Agreement as provided in the termination paragraph.

## 32. SURVIVAL OF TERMS

Certain terms in this Agreement and the Schedules and Exhibits included hereto, including the CEC Terms, CARB Terms, and the CARB IM and CEC IM which by their nature should survive termination, cancellation, or expiration of this Agreement, shall survive the completion or termination date of this Agreement for any reason. Sections of the Agreement include, but are not limited to:

- Data Collection
- Insurance
- Audits/Examination of Accounts, Records, and Inspection
- Confidentiality and Data Security (See Exhibit C)
- Payment Requests

- Title to Property
- Change in Business
- Termination and Remedies
- Audit/Examination of Accounts, Records, and Inspection
- Indemnification
- Confidentiality of Information

## 33. FORCE MAJEURE

Neither CALSTART nor the Incentive Recipient are liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Agreement. CALSTART may terminate this Agreement immediately, in writing and without penalty, in the event Incentive Recipient invokes this clause, in which case Incentive Recipient shall immediately return all remaining grant funds to CALSTART or a CALSTART designee, cease all expenditure of grant funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Agreement.

If the Agreement is not terminated by CALSTART pursuant to this clause, upon completion of the force majeure event, the Incentive Recipient must immediately re-commence the performance of its obligations under this Agreement and must also provide CALSTART a written proposal to revise the IR Project schedule, while minimizing the effects of the delay caused by the force majeure event.

An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of this Agreement.

## 34. PUBLICATIONS - LEGAL STATEMENT ON REPORT

The Incentive Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No report produced as a result of work funded by this program shall be represented to be endorsed by the CEC or CARB, and all such reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission (CEC) and the California Air Resources Board (CARB). It does not necessarily represent the views of the CEC, CARB or their respective employees, or the State of California. The CEC, CARB the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. audiovisuals, or other types of promotional material.

It shall also note "This Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Invest (formerly known as Cap-and-Invest) dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities." Guidelines for the usage of the CCI logo are incorporated by reference and may be changed at CARB's discretion at any time. A copy of the Guidelines can be found at http://www.caclimateinvestments.ca.gov/logo-graphics-request.

## 35. ASSEMBLY BILL 841 (2020)

By signing this Agreement, Incentive Recipient as a material term of this Agreement shall be fully responsible for complying with section AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions.

Applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility; and
2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

## 36. PUBLIC WORKS

### Generally Required by Law

Projects that receive an award of public funds and that involve construction, alteration, demolition, installation, repair, or maintenance work over one thousand dollars ($1,000.00) may be considered a public works subject to the payment of prevailing wages as determined by the California Department of Industrial Relations.

**Prevailing Wage and Labor Compliance.** Where applicable, the Incentive Recipient agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Incentive Recipient also agrees to monitor all agreements subject to reimbursement from this Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met.

**See California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter** 3, **commencing with Section 16000.**
**NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**
By accepting this Agreement, Incentive Recipient, as a material term of this Agreement, shall be fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wages. Therefore, as a material term of this Agreement, Incentive Recipient must either:

1) Proceed with the assumption that the project is a public work and ensure that:
   a) prevailing wages are paid;
   b) the project budget for labor reflects these prevailing wage requirements; and
   c) the project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

   Or:

2) Timely obtain a legally binding determination from the California Department of Industrial Relations (DIR) or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.**
**NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.**

**Subcontractors and Flow-down Requirements**. Incentive Recipient shall ensure that its subcontractors, if any, also comply with the above requirements with respect to the payment of public works/prevailing wage. Incentive Recipient shall ensure all agreements with its contractors/subcontractors to perform work relating to this IR Project contain the above terms regarding payment of prevailing wages on public works

projects. Incentive Recipient shall be responsible for any failure of Incentive Recipient's subcontractors to comply with California prevailing wage and public works laws.

**Indemnification and Breach**. Any failure of Incentive Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses - at CALSTART or either of CEC or CARB's option - CALSTART, CARB and the CEC's performance of its requirements under this Agreement. In such a case, CALSTART, CARB or the CEC may refuse payment to Incentive Recipient of any amount under this Agreement and CALSTART, CARB and the CEC shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Incentive Recipient agrees to indemnify CALSTART, CARB and the CEC and hold CALSTART, CARB and the CEC harmless for any and all financial consequences arising out of or resulting from the failure of Incentive Recipient or any of Incentive Recipient's subcontractors to pay prevailing wages or otherwise to comply with the requirements of prevailing wage law.

**Self-Certification**. Incentive Recipient must provide a self-certified statement indicating all covered trades met prevailing wage requirements. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Incentive Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades**. For public works projects, Incentive Recipient may contact DIR for a list of covered trades and the applicable prevailing wage(s).

**Questions**. If Incentive Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, CALSTART recommends Incentive Recipient consult DIR or a qualified labor attorney of its choice before accepting this Agreement.

**Certification**. Incentive Recipient shall certify on each payment request, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Incentive Recipient and all subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In case of the latter, Incentive Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, Incentive Recipient shall submit to CALSTART the above-described certificate signed by Incentive Recipient and all subcontractors performing public works activities on the project. Absent such certificate, Incentive Recipient shall have no right to receive any funds under this Agreement, and CALSTART and the CEC shall be relieved of any obligation to pay said funds.

## 37. NONDISCRIMINATION

During the performance of this Agreement, Incentive Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the basis of sex, sexual orientation, race, color, ancestry, religious creed, ancestry, ethnic group identification, national origin, mental or physical

disability (including HIV and AIDS), medical condition (including cancer), genetic information, age, marital status, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave.

Incentive Recipient and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Incentive Recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Incentive Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with whom they have a collective bargaining or other Agreement.

Incentive Recipient shall include the nondiscrimination and compliance provisions of this clause in all subawards or subcontracts to perform work under this Agreement.

## 38. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Incentive Recipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or sexual orientation or any other protected classes. Such Incentive Recipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated equally during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, age, or other protected class. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 39. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Incentive Recipient shall attempt to utilize Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have the opportunity to compete for subcontract work under this Agreement.

## 40. NOTICES

All legal notices, requests, demands and other communications required or permitted hereunder (i.e. not including ordinary course communications regarding the IR Project with CALSTART or the Agencies) shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, postage prepaid, to the address set forth below:

**CALSTART**

| For legal and contract matters: | For program matters: |
|---|---|
| Marc Gottschalk, Chief Legal Counsel | Michelle Hanson, Deputy Director, Electric School Bus Programs |
| CALSTART, Inc. | CALSTART, Inc. |
| 48 S. Chester Avenue | 48 S. Chester Avenue |
| Pasadena, CA 91106 | Pasadena, CA 91106 |
| Phone: 626-744-5600 | Phone: 626-744-5600 |
| Email: mgottschalk@calstart.org | Email: schoolbusteam@calstart.org |

### Cabrillo Unified School District

| | For legal and contract matters: | For program matters: |
|---|---|---|
| **Name of Awardee's Authorized Official:** | | Jennifer Marsh |
| **Authorized Official, Title:** | | Chief Business Officer |
| **Name of Organization/ LEA:** | | Cabrillo Unified School District |
| **Main Address:** | | 498 Kelly Avenue |
| **City, State, and Zip Code:** | | Half Moon Bay, California, 94019 |
| **Phone Number:** | | 650-865-5163 |
| **Email Address:** | | marshj@cabrillo.k12.ca.us |

## 41. APPLICABLE LAW AND VENUE

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without reference to its conflict with laws principles. Subject to the requirements of the Disputes and Arbitration provision, below, Incentive Recipient agrees that any court action to enforce any part of this Agreement shall be venued in Los Angeles County other than court actions involving CEC and/or CARB. Court actions involving CEC and/or CARB shall be venued in the Superior Court in and for the County of Sacramento, or in the United States District Court in and for the Eastern District of California. Incentive Recipient hereby waives its sovereign immunity, if any, for the purposes of this Agreement.

## 42. DISPUTES AND ARBITRATION

The Parties will make a good faith attempt to resolve any Dispute involving this Agreement through negotiations. Disputes that cannot be resolved by the Parties with good faith effort within sixty (60) calendar days, including the breach or alleged breach thereof, may be submitted to binding arbitration (except where statutorily required) by written request of either Party (an "Arbitration Demand Notice"). Any arbitration will not in any way restrict the authority of the agencies, CARB and or CEC, from engaging in

enforcement action.

Any arbitration hereunder will be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules for Administered Arbitration then in effect (the "AAA Rules"); provided, however, that to the extent that the provisions of the Agreement and the AAA Rules conflict, the provisions of the Agreement (including this Section) will govern. Unless the Parties otherwise agree, any such arbitration will be conducted by and before a single arbitrator. Any arbitrator selected pursuant to this Section will be neutral and disinterested with respect to each of the Parties and the subject matter of the Dispute.

The arbitrator will have full power and authority to determine issues of arbitrability but will otherwise be limited to interpreting or construing the applicable provisions of the Agreement and will have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of the Agreement; it being understood that the arbitrator will have full authority to implement the provisions of the Agreement, and to fashion appropriate remedies for breaches of the Agreement (including interim or permanent injunctive relief); provided, however, that the arbitrator will not have (1) any authority in excess of the authority a court having jurisdiction over the Parties and the dispute would have absent these arbitration provisions or (2) any right or power to award special, indirect, punitive, exemplary, consequential, remote, speculative or similar damages in excess of compensatory damages, except to the extent such damages are expressly permitted by the terms of the Agreement. It is the intention of the Parties that in rendering a decision the arbitrator will give effect to the applicable provisions of the Agreement and follow applicable Law.

If a Party fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitrator may hear and determine the controversy upon evidence produced by the appearing Party. Any decision rendered under such circumstances will be as valid and enforceable as if the Parties had appeared and participated fully at all stages.

Notwithstanding anything to the contrary herein, the fees of the arbitrator and all other arbitration costs will be borne equally by each Party, except that each Party will be responsible for its own attorney's fees and other costs and expenses, including the costs of witnesses selected by such Party.

The arbitrator shall render a written reasoned award, and the decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment upon any arbitration award hereunder may be entered in any court having jurisdiction thereof.

Any arbitration proceedings hereunder will be held in Los Angeles County, California and conducted remotely or such other place as the Parties may mutually agree.

The arbitration, including the interpretation of the provisions of this Section only to the extent they relate to the agreement to arbitrate set forth herein and any procedures pursuant thereto, will be governed by the Federal Arbitration Act.

Each party expressly agrees to have all disputes, claims or controversies arising out of or relating to this Agreement decided by neutral arbitration and gives up (i) any rights the party might possess to have those matters litigated in a court or jury trial, and (ii)

judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If any party refuses to submit to arbitration after agreeing to this provision, the party may be compelled to arbitrate under federal or state law.

Notwithstanding anything to the contrary in this Section 42, in the event either of the Agencies undertake to enforce this Agreement pursuant to their rights under Section 45, the enforcing agency shall not be required to undertake arbitration, will not be bound by the results of any arbitration between the Parties, and retain the authority to pursue any action or remedy available at law or in equity at its discretion.

## 43. AMENDMENT WAIVER, DISCHARGE

a. No amendment or modification of any provision of this Agreement shall be effective unless such amendment or modification is mutually agreed upon in writing by the parties' duly authorized representatives, except for CALSTART's right to make unilateral changes pursuant to this Section 43, and the provisions of Section 17 - Termination and Remedies.

b. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. The rights and remedies of the Parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

c. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each such provision.

## 44. TIME IS OF THE ESSENCE

It is understood that for Incentive Recipient's performance under this Agreement, time is of the essence and Incentive Recipient shall proceed with and complete all of its obligations under this Agreement in a timely and expeditious manner.

## 45. THIRD PARTY BENEFICIARY

The Agencies and the State of California shall be considered third party beneficiaries under this Agreement for the purpose of carrying out, and enforcing, any or all of the terms or conditions of this Agreement.

## 46. INDEPENDENT CONTRACTOR

Incentive Recipient's relationship to CALSTART in the performance of this Agreement is that of an independent entity and not as CALSTART's agent, employee, or representative. Incentive Recipient acknowledges it has no authority to act for or bind CALSTART without CALSTART's prior written consent. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon

CALSTART. Incentive Recipient is responsible for the payment of all applicable federal, state, and local income taxes relating to its receipt of money as an incentive award for the IR Project.

## 47. ASSIGNMENT

Incentive Recipient shall not assign any of its rights, duties, or interest in whole or in part, in this Agreement without the express prior written consent of CALSTART, which may be granted or withheld at the sole discretion of CALSTART. Any unauthorized attempt by the Incentive Recipient to assign or delegate any rights or obligations under this Agreement without such consent shall be deemed null and void and constitute a breach of this Agreement.

## 48. AUTHORITY

The Incentive Recipient signatories hereto represent and warrant that they are authorized and empowered, and have the legal capacity, to execute this Agreement and to legally bind the Incentive Recipient both in an operational and financial capacity, and that the requirements and obligations under this Contract are legally enforceable and binding on the Incentive Recipient.

## 49. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

## 50. ENTIRE AGREEMENT/CONTRACT CONSTRUCTION

This Agreement, including all documents incorporated by reference, represents the entire Agreement of the Parties pertaining to the subject matter herein, and shall supersede all prior oral and/or written agreements, communications, negotiations, and discussions between the Parties. This Agreement shall not be construed more strongly against either party regardless of who is more responsible for its preparation.

The existence of this Agreement does not create, and nothing stated in this Agreement creates rights in or grants remedies to, any third party or third parties as a beneficiary or beneficiaries of this Agreement, or of any duty, covenant, obligation, or undertaking established herein, except to the extent set forth in Section 45 above.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CALSTART provided for in this Agreement are in addition to any other rights and remedies provided by law.

The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Agreement.

When referred to herein, Incentive Recipient includes their heirs, successors, assigns, designees, predecessor-in-interest, successor-in-interest, shareholders, members, partners, officers, directors, managers, employees, employers, principals, and agents whether or not named as a party to this Agreement.

## 51. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties. Facsimile and electronic signatures shall be deemed sufficient and legally binding as if an original signature was applied to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officers to execute this Agreement as of the dates listed below, but to take effect as of the Effective Date.

| **CALSTART, Inc.** | **[Incentive Recipient]:** |
|---|---|
| **By:** _____ (Signature) | **By:** _____ (Signature) |
| **Name:** Marc Gottschalk (Print Name) | **Name:** Jennifer Marsh (Print Name) |
| **Title:** Chief Legal Counsel (Print Title) | **Title:** Chief Business Officer (Print Title) |
| **Date:** _____ | **Date:** _____ |

# Exhibit B - CARB ZESBI Terms and Conditions

**13. CONFIDENTIALITY AND DATA SECURITY**

a. Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record, data, or information which CARB has designated as confidential. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB. Therefore:

   i. Rights to Data: Grantee acknowledges, accepts, and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to personally identifiable information (PII), data, information, documentation and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access, and use said information solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentation, materials, or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by Grantee or any third-party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.

   ii. The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds (including Administrative Fees) will

not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.

iii. Project information or data, including but not limited to personally identifiable information (PII) and all records and supporting documentation that personally identifies or describes an individual or individuals, is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant state or federal statutes and regulations. During the Term, in the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

iv. The Grantee must ensure that the Grantee employees, officer, agents, representatives, affiliates, contractors, subcontractors, consultants and Grant Recipients are informed of the confidential nature of any shared information or data; and, ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.

v. The Grantee, its employees, agents, representatives, affiliates, directors, officers, contractors, subcontractors, consultants, and Grant Recipients must adhere to all CARB confidentiality, disclosure, and privacy policies.

vi. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII, including all information, data, or equipment developed or collected pursuant to this Grant, to CARB immediately and report to state or federal officials where required by applicable laws.

vii. The Grantee must sign all non-disclosure and confidentiality agreements provided by CARB, and shall require its employees, officers, directors, affiliates, representatives, agents, Grant Recipients, consultants, contractors, and subcontractors to do the same when requested by CARB.

viii. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach, or to conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.

ix. The Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of Grantee or any of its employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors or Grant Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any, and all costs associated with the notice, or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

x. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give CARB at least ten (10) calendar days advance written notice prior to any planned disclosure so that CARB can evaluate all responsive documents for privilege, and process the request according to applicable laws and regulations, which may entail making required notifications, or seeking, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.

xi. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.

xii. Grantee certifies, represents, and warrants that:

1) Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;

2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:

a) The California Information Practices Act (Civil Code Sections 1798 et seq.);

b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;

c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to CARB upon request;

d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request; and

e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

## 14. INSURANCE REQUIREMENTS

The Grantee, including its contractors and subcontractors who are performing work under this Grant, must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the Grant until the Grantee fully complies with all insurance requirements.

a. General Provisions Applying to All Policies:

i. Coverage Term – Coverage needs to be in force for the complete term of the **Grant** ~~grant~~. If insurance is set to expire during the term of the **Grant** ~~grant~~, a new certificate must be received by the State at least ten **(10)** days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.

ii. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the State within five **(5)** business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage,

the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.

iii. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.

iv. Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

v. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

viii. Satisfying a Self-Insured Retention (SIR) –All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee's insurer may also eliminate the SIR / deductible in favor of the State's interests.

ix. Available Coverages/Limits – All coverage and limits available to the Grantee shall also be available and applicable to the State.

x. Use of Contractor or Subcontractor – In the case of the Grantee's utilization of contractors or subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee's insurance or supply evidence of the contractor's and subcontractor's insurance to the State subject to all the insurance requirements below.

xi. If Grantee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

b. Grant Insurance Requirements – The Grantee (and its contractors and subcontractors) shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:

i. Commercial General Liability: The Grantee, its contractors, and subcontractors, shall each obtain and maintain, during the Grant Term, commercial general liability insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, premises, independent contractor, on-going operations, products-completed operations hazard, products, completed operations, and contractual liability coverage for the indemnity provided under this Grant. Coverage shall be written on an occurrence basis in an amount not less than $2,000,000 per occurrence. Annual aggregate limit shall not be less than $5,000,000. The State of California, the California Air Resources Board and its/their officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed or carried out (including but not limited to products-completed operations hazards) in relation to or under the Grant. A "per project aggregate" endorsement is required. This insurance shall apply separately to each insured against whom claim is made or suit is brought. Upon request, Grantee shall provide CARB with proof of insurance coverage.

ii. Automobile Liability: If the Grantee, or its contractors or subcontractors, will be using vehicles to complete the project or driving a vehicle onto State property, then motor vehicle liability insurance is required. Grantee, and its contractors and subcontractors, shall have motor vehicle liability insurance that complies with these provisions upon procurement of the vehicle. Grantee, and its contractors and subcontractors, shall each obtain and maintain motor vehicle liability insurance with limits of not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. At the request CARB, the Grantee must show proof of motor vehicle liability insurance. Failure to provide proof upon request will result in termination of the Grant. The policy must name "The State of California, the California Air Resources Board, and its/their officers, agents, and employees as additional insureds, but only with respect to work or operations performed or carried out in relation to or under the Grant."

iii. Workers Compensation and Employers Liability: The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of $1,000,000 are required. A Waiver of

Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate. By signing this Grant Agreement, Grantee acknowledges compliance with the State of California Workers Compensation regulations.

iv. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than $1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB in consultation with DGS reserves the right to review and adjust insurance requirements as necessary during the Grant Term.

v. Cyber Liability coverage, with limits not less than $2,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include or be endorsed to include *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the Grantee.

vi. Crime Insurance: Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

vii. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than $2,000,000 per occurrence or claim, $5,000,000 aggregate.

## 15. GENERAL PROVISIONS

a. **Alternative Enforcement**. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits,

prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

b. **Americans with Disabilities Act (ADA) Language.** Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its contractors, subcontractors or Grant Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794, subd. (d)) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with its contractors, subcontractors, and Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

   i. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors, subgrantees and/or Grant Recipients, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.

   ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

c. **Assurances**. CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's contractors, subcontractors, employees, agents, officers, Grant Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

d. **Audit.** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, consultants, Grant Recipients, contractors and subcontractors of Grantee who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grant Recipients, contractors, consultants and subcontractors in relation to performance or use of the Grant Funds under this Grant Agreement.

e. **Authority**. Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on that Party's behalf.

f. **Availability of funds**. Grantee acknowledges, agrees, and understands that Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other reason.

g. **CARB as Third-Party Beneficiary**. Grantee represents, warrants, and agrees that Grantee shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

h. **Compliance with AB794**. Grantee shall ensure that all Grant Recipients, contractors, subcontractors, consultants, affiliates, or representatives who receive or use any Grant Funds to support the purchase of new drayage or short-haul trucks (the "fleet purchaser") comply at all times with the requirements of AB794 (2021) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

    i. Grantee shall ensure that beginning with the 2022-23 fiscal year, and each fiscal year thereafter, each fleet purchaser of a new drayage or short-haul truck shall only be allowed to participate in this Grant Program or receive or use Grant Funds if it can demonstrate that it does not have any applicable law

violation at the time of applying for Grant Funds, it is not on the list maintained by the California Division of Labor Standards Enforcement under Section 2810.4 of the Labor Code, and it attests it will retain direct control over the manner and means for performance of any individual using or driving the vehicle. Grantee shall ensure that each fleet purchaser attests in writing to all of the following as a condition of eligibility and before receipt of any Grant Funds:

1) That it does not have any applicable law violations at the time of applying for the Grant Funds.

2) That it will maintain compliance with applicable laws for at least three years from the date of application for Grant Funds or the duration of the Grant Recipient agreement, whichever is longer.

3) That it will retain direct control over the manner and means for performance of any individual using or driving the vehicle for at least three years from the date of application for Grant Funds or the duration of the Grant Recipient agreement, whichever is longer.

ii. Grantee shall also ensure that each fleet purchaser shall, on a yearly basis, for the life of the Grant Recipient agreement, disclose or provide to CARB all of the following:

1) An attestation in writing that it has done both of the following:

a) Maintained compliance with applicable laws and does not have any applicable law violations.

b) Maintained direct control of the individuals operating the vehicle and maintained full ownership and operational control of the vehicle.

2) A copy of any judgments, rulings, citations, decisions, orders, or awards finding that the fleet purchaser or any parent company or subsidiary or other commonly controlled entity has applicable law violations as of the date of the disclosure made pursuant to this Section 15.kk.

3) A list of all operating authorities under which the vehicle purchased will be or was operated.

4) A certification that the fleet purchaser has completed all required maintenance and upkeep on the vehicle purchased with the Grant Funds.

iii. A failure of a fleet purchaser to comply fully at all times with all of the provisions set out in this Section 15.kk, and all applicable provisions of Sections 39680 through 39693 of the California Health and Safety Code, is a breach of this Grant Agreement, a breach of the Grant Recipient Agreement,

and is cause for immediate termination of this Grant Agreement and the Grant Recipient Agreement without advance notice.

iv. A "fleet purchaser" excludes a rental or leasing entity. A rental or leasing entity that purchases vehicles for use in fleet operations using an incentive program subject to Sections 39680 through 39693 of the California Health and Safety Code shall notify lessees of these vehicles with lease terms of greater than one year that the lessee is required to comply with the requirements applicable to fleet purchasers pursuant to Section 39690 of the California Health and Safety Code. A lessee of a vehicle that was purchased using an incentive subject to Sections 39680 through 39693 of the California Health and Safety Code shall, for the life of the lease, comply with requirements applicable to a fleet purchaser pursuant to subdivision (c) of Section 39690 and shall provide to CARB all information and disclosures required by that section.

i. **Compliance with Law**. The Grantee agrees that it will, at all times, comply with, and require its employees, agents, representatives, officers, consultants, contractors, subcontractors and Grant Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term.

j. **Conflict of Interest.** Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of $10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

i. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.

ii. Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on

that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.

iii. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval or ratification. (Gov. Code **§ 1090 et seq.**) Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.

iv. The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

k. **Construction**. This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

l. **Cumulative Remedies**. The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

m. **Disadvantaged Communities**. The Grantee, for the purposes of this Program, the Project, and all Grant Recipient projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0, or subsequent updates. The identified disadvantaged community census tracts are available at: https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40 .

n. **Disputes**. The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within **thirty (**30**)** days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is

intended to limit any of the rights or remedies that the Parties may have under law.

o. **Electric Vehicle Charging Infrastructure and Equipment**. Prior to executing sub-grant agreements, Grantee must ensure the following requirements are included in all subcontractor agreements and or other agreements pursuant to this Grant:

   i. In order to obtain authorization to start work from Grantee, a subcontractor that is awarded funds to install electrical charging equipment for use by on-road transportation vehicles must provide both of the following:

      1) An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and,

      2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.

   ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

   iii. Prior to remitting payment to a subcontractor, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

   iv. These electric vehicle requirements do not apply to any of the following:

      1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,

      2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and

      3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

p. **Entitlements and Regulatory Compliance**. The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits, or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.

q. **Environmental Justice**. In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, and federal law.

r. **Equipment/Vehicle Ownership**. Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least $5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.

s. **Executive Order N-6-22 – Russia Sanctions**. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state of California ("State") agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least **thirty (**30**)** calendar days to provide a written response. Termination shall be at the sole discretion of the State.

t. **Force Majeure**. Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is

preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.

i. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.

ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

u. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools**. Grant recipients may use or authorize the use of CARB-provided funds only in a manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of future Administrative Fees or Grant Funds or termination of this Grant Agreement or any other agreements.

v. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors, and Grant Recipients. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with contractors, subcontractors, employees, agents, affiliates, suppliers, Grant Recipients and providers of services. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts

that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.

ii. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.

iii. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.

iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.

v. The Grantee's obligation to pay the Grant Recipients and its contractors, consultants, employees, agents, representatives, and subcontractors is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any such third parties. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each such third parties for work performed in accordance with the terms of this Grant Agreement and the terms of any such third-party agreements.

vi. All Grant Recipient and third-party agreements must, at a minimum, incorporate all of the following:

    1) A clear and accurate description of the material, products, or services to be procured.

    2) A detailed budget and timeline.

    3) Provisions that allow for administrative, contractual, or legal remedies in instances where the Grant Recipient or third party violates or breaches contract terms and provides for such sanctions and penalties as may be appropriate.

4) Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

5) A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.

6) Language conforming to all of General Provisions of this Grant Agreement.

vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.

w. **Governing Law and Venue**. This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

x. **Indemnification**. The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from or related to any actions or inactions of the Grantee or any of its contractors, subcontractors, affiliates, employees, officers, agents, Grant Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

y. **Independent Actor**. The Grantee, its agents, employees, affiliates, contractors, subcontractors, suppliers, officers, Grant Recipients, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.

z. **No Assignment.** This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written amendment signed by authorized representatives of both Parties.

aa. **No Third-Party Rights.** The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in or grants remedies to, any third party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

bb. **Nondiscrimination.** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:

i. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

ii. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.

iii. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations of the Civil Rights Council (California Code of Regulations, title 2, section 11000 et seq.) are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

iv. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.

cc. **Office of Foreign Asset Control**. The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. These lists can be found at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*. Grantee represents, warrants and agrees that neither Grantee nor any of its contractors, subcontractors, Grant Recipients, affiliates, agents, employees, officers, representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals ("SDN") or other Lists. The property and interests in property of an entity that is 50% or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: *https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions*.

dd. **Order of Precedence**. In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

i. Grant Agreement Cover Sheet

ii. Exhibit A – Grant Agreement Terms and Conditions

iii. Exhibit B – Statement of Work

iv. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

ee. **Paragraph Headings.** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

ff. **Parties**. When referred to herein, Grantee includes their heirs, successors, assigns, designees, predecessor-in-interest, successor-in-interest, shareholders, members, partners, officers, directors, managers, employees, employers, principals, and agents whether or not named as a party to this Agreement.

gg. **Prevailing Wage and Labor Compliance**. Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Grant Recipients.

hh. **Professionals**. Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.

ii. **Severability**. If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.

jj. **Survival**. Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.

kk. **Third Party Agreements, Required Terms**. All grants, subgrants, technical grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third party using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):

i. Conflict of interest. By entering into this grant, award, voucher, contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable state and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any

and all funding amounts on a rolling, continuous basis. Recipient further certifies, represents, and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or to complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

ii. Cooperation with Audits. Recipient warrants, represents, and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

iii. Payment on Demand. Recipient represents, warrants, and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment, or a violation of or failure to comply with any of the grant, agreement, contract, voucher or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within **sixty (**60**)** days from the date of issuance of said notice.

iv. Separate Accounts. If Recipient has received any funds as a grant or subgrant pursuant to a grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, grants, donations, or resources except where expressly authorized in the fully executed written agreement between Recipient and the Grantee. Recipient will maintain all such grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Recipient shall ensure that the Grantee is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.

v. Third-Party Beneficiary. The Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board ("CARB"), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards and grants with the Grantee where any funds provided by CARB are used or applied.

vi. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding, or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below, and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable.

vii. Compliance with Air Quality Laws. Recipient understands, acknowledges, and agrees that compliance with all applicable federal, state, and local air quality rules, regulations and statutes is a precondition to the receipt or use of any state funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any state funds on a rolling continuous basis. Recipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, state or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or grant (as applicable) is, in each instance, a material breach of the conditions under which state funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to easily calculate.

viii. Liquidated Damages. If the Grantee or the state of California determines, within its or their sole and absolute discretion, that Recipient is in breach or

has breached any obligation to remain in compliance with any applicable federal, state or local air quality rules, regulations and statutes or any other term of this agreement, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as liquidated damages, the full amount of all state funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the liquidated damages have been computed, estimated, and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subgrantees, or any third parties.

ix. Survival. Recipient acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.

ll. **Timeliness**. Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.

mm. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

nn. **Waiver of Rights**. Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any

rights and remedies of CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

# EXHIBIT C - Specified Incorporation by Reference of CARB ZESBI Terms and Conditions

The following sections of the CARB Terms are hereby incorporated by reference as though fully set forth in the Agreement and as though Incentive Recipient were in the position of CALSTART under such terms and conditions unless otherwise noted.

CARB - EXHIBIT A - Grant Agreement Terms and Conditions

| Subject | Section | Note |
|---|---|---|
| **Confidentiality and Data Security** | 13.a.v. and vii | Incentive Recipient to comply with these provisions as "Grant Recipient" |
| **Alternative Enforcement** | 15.a | |
| **Americans with Disabilities Act** | 15.b. | Incentive Recipient to comply with these provisions as "Grant Recipient" |
| **Assurances** | 15.c. | Incentive Recipient as "Grant Recipient" shall provide the required assurances. |
| **Compliance with AB 794** | 15.h. | Incentive Recipient to comply with AB794 to the extent Incentive Recipient is covered by its terms and conditions and must provide all documentation requested under AB794 and by CALSTART or any of the Agencies in connection with such required compliance. |
| **Conflict of Interest** | 15.j. | Incentive Recipient to comply to the same extent as "Grantee". |
| **Disadvantaged Communities** | 15.m. | Incentive Recipient to comply with these |

| | | |
|---|---|---|
| | | provisions as if Incentive Recipient is "Grantee" thereunder. |
| **Environmental Justice** | 15.q. | Incentive Recipient to comply with these provisions as if Incentive Recipient is "Grantee" thereunder. |
| **Russia Sanctions** | 15.s. | Incentive Recipient to comply with these provisions as if Incentive Recipient is "Recipient" thereunder. |
| **Funding Provisions for Sectarian Purposes and Non-Public Schools** | 15.u. | This section provides that private schools, or any school not under the exclusive control of the officers of the public schools" are not an eligible entity. Per article 9, Section 8 of the California Constitution, no public money shall ever be appropriated to support private schools. |
| **Responsibility for the Work** | 15.v. | All provisions except subsection vi. are incorporated herein as though Incentive Recipient is "Grantee" thereunder and CALSTART is "CARB" thereunder. |
| **Office of Foreign Asset Control** | 15.cc. | Incentive Recipient to comply with these provisions as if Incentive Recipient is "Grantee" thereunder. |
| **Third Party Agreements, Required Terms** | 15.kk. | Incentive to comply with all terms and conditions of this Section and specifically acknowledges that Section 15.kk(i) is fully incorporated herein. |

# EXHIBIT E - CEC ZESBI Terms and Conditions

## EXHIBIT C
## ZERO-EMISSION VEHICLE (ZVI) INFRASTRUCTURE BLOCK GRANT TERMS AND CONDITIONS

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# TERMS AND CONDITIONS

## 1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Zero-emission Vehicle Infrastructure (ZVI) Program.

Under this grant Agreement ("Agreement"), the Recipient shall develop and implement the Zero Emission School Bus Charging and Fueling Infrastructure Block Grant Program. Recipient understands that the Energy Commission currently only has $5,000,000 of the potential $15,000,000 maximum possible funding for administrative costs under this Agreement and $125,000,000 of the potential $375,000,000 for incentives awarded under this Agreement. Therefore, upon execution of this Agreement, Recipient only has authority to spend up to $5,000,000, within the parameters described below, in administrative costs and up to $125,000,000 for incentives. In the future, the Energy Commission reserves the right to allocate any portion of the remaining funds, up to a maximum of $15,000,000 for administrative costs and $375,000,000 for incentives. The Recipient will only be permitted to exceed the current limits of $5,000,000 in administrative costs and $125,000,000 in incentives after an amendment to this Agreement is executed, granting authorization to use additional funds.

The Recipient, as implementer of the Zero Emission School Bus Charging and Fueling Infrastructure Block Grant Program, is a conduit of the grant-funded incentives that will be awarded to provide assistance to incentive recipients, and the incentives do not result in the performance of services by the incentive recipients to the Energy Commission, but the Energy Commission is a real party in interest to the agreements between the Recipient and incentive recipients. The Energy Commission will not take title to equipment, copyrights, or patents acquired by the incentive recipients; and the performance under the incentive projects is not controlled by the Energy Commission. The incentive recipients are being provided assistance to carry out their own projects and are not providing services to the Energy Commission or Recipient. The incentives directly benefit each incentive recipient's project. The products produced by the incentive recipients are a by-product of the main purpose of the incentives. The products are used to monitor the use of incentive funds and do not result in a service to the Energy Commission or Recipient.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for block grant awards. The Energy Commission may impose additional special terms and conditions in this Agreement that address the unique circumstances of this project. In cases where these special terms and conditions conflict with the standard provisions, the special terms and conditions will take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Contracts, Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. Once all required signatures are obtained, an executed copy shall be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. No payment is authorized by the Energy Commission until this Agreement has been signed by all involved parties.

## 2. Documents Incorporated by Reference

The documents listed below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

**Solicitation Documents** (if award is made through a competitive solicitation)

a. The funding solicitation under which this Agreement was awarded

b. The Recipient's proposal submitted in response to the solicitation

**Federal Cost Principles** (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

**Federal Acquisition Regulations** (applicable to commercial organizations)

d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

**Nondiscrimination**

e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

**General Laws**

f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

## 3. Funding Limitations

Any federal, State, and local laws and regulations applicable to the project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

## 4. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Scope of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Scope of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

## 5. Products

Products are defined as any tangible item specified in the Scope of Work. Unless otherwise directed, draft copies of all products identified in the Scope of Work shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

## 6. Reports

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Terms and Conditions or Scope of Work. At a minimum, each progress report shall include the following:

**Scope of Work:** This section shall include a brief restatement of the approved tasks in the Scope of Work and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also shall include a discussion of any problems encountered, proposed changes to the tasks in the Scope of Work, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section shall include a narrative report comparing costs incurred to date with the approved Budget. The report shall state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information may be required in the progress reports as specified in the Scope of Work or Special Terms and Conditions.

b. Final Reports **(only if required in Exhibit A Scope of Work)**

A draft final report shall be submitted to the CAM in accordance with the currently approved Scope of Work and Schedule of Products and Due Dates. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the Recipient. Include the name, address, concise scope of work done, period, and value of each.

- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report to the CAM.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

## 7. Publications - Legal Statement on Reports

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

Program websites developed as a result of work funded by this program shall include the following statement:

**LEGAL NOTICE**

This website was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information provided on, or available through, this website.

## 8. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

**9. Contracting and Procurement Procedures**

This section provides general requirements for an agreement between the Recipient and a subcontractor ("subcontract") and for an agreement between the Recipient and an incentive recipient ("incentive agreement"). Where these terms require the Recipient to flow down terms to subcontracts, the Recipient shall ensure the subcontracts and incentive agreements also require the subcontractor and incentive recipient to flow down terms to any lower-tiered level of subcontractor.

A subcontractor (also "subrecipient") is any person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project's activities. A subcontractor's role involves discretion over grant activities and is not merely just selling goods or services. A subcontractor cannot also be an incentive recipient.

An incentive recipient is any person or entity that receives an incentive awarded under this Agreement. An incentive recipient cannot also be a subcontractor.

For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement payment.

Unless otherwise allowed in a CAM-approved Implementation Manual, Recipient must have a fully executed incentive agreement before the incentive recipient can incur any costs for which the incentive recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Recipient shall develop and implement controls to prevent incentive recipients from coordinating with affiliated companies to manipulate a single-applicant cap, if any such cap is applicable to distribution of block grant funds.

The Recipient shall develop and implement controls to prevent subrecipients and incentive recipients from artificially increasing the price claimed for equipment and materials to pass state funds through to partners or affiliates. In implementing this block grant, the Recipient shall include terms where appropriate giving CEC and the Recipient, in their sole discretion, the right to refuse payment to or disqualify an incentive applicant or subrecipient for severe performance issues under one or more prior or active CEC-funded agreement(s) within the last 10 years.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision related to Executive Order N-6-22 - Russia Sanctions.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- "Publications- Legal Statements on Reports" provisions specified in this Agreement
- Language conforming to the "Travel and Per Diem" provision in this Agreement
- Language conforming to the "Equipment" provision in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "Change in Business" provision in this Agreement.
- Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.
- Conflicts of Interest provision specified in this Agreement.
- Survival of the following provisions:
    - Retention of Records provisions specified in this Agreement.
    - Audits provisions specified in this Agreement.
    - Language conforming to the "Equipment" provision in this Agreement.
    - Language conforming to the "Indemnification" provision in this Agreement.
    - Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

Incentive agreements funded in whole or in part by this Agreement must incorporate all of the following:

- A clear and accurate description of the project.
- Provisions that allow for administrative, contractual, or legal remedies in instances where incentive recipients violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision related to Executive Order N-6-22 - Russia Sanctions.
- Provisions allowing the Recipient, at any time, by written notice to the incentive recipient, to require the incentive recipient to stop all or any part of the work tasks in the incentive agreement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- "Publications- Legal Statements on Reports" provisions specified in this Agreement.
- Language conforming to the "Travel and Per Diem" provision in this Agreement.
- Language conforming to the "Equipment" provision in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "Change in Business" provision in this Agreement.
- Language conforming to the "Site Visits" provision in this Agreement.
- Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision(s) specified in this Agreement.
- Language requiring all installed charging ports to maintain an uptime of at least 97 percent for each year for six years after the beginning of operation ("operations requirements"), and uptime and downtime calculation methods, as described in Exhibit A of this Agreement.
- Language permitting the Energy Commission to enforce operations requirements, as described in the "Enforcement of Operations Requirements" provision in this Agreement.
- Survival of the following provisions:
    - Retention of Records provisions specified in this Agreement.
    - Audits provisions specified in this Agreement.
    - Language conforming to the "Equipment" provision in this Agreement.
    - Language conforming to the "Indemnification" provision in this Agreement.
    - Language conforming to the "Receipt of Confidential Information and Personal Information" provision in this Agreement.

## 10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

## 11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

## 12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased in whole or in part with grant funds. Electric vehicle supply equipment purchased in whole or in part with grant funds shall be considered "equipment" for purposes of this Agreement regardless of whether it has an acquisition cost of at least $5,000. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with grant funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient in whole or in part with grant funds shall vest in the Recipient. The Recipient shall not encumber the property (e.g. transfer equipment title, allow a lien to be placed on the equipment, etc.) without CAM written approval. Title to equipment acquired by an incentive recipient in whole or in part with grant funds shall vest in the incentive recipient. The incentive recipient shall not encumber the property without Recipient approval. Recipient shall follow criteria approved by the CAM when determining whether to approve an incentive recipient's equipment encumbrance request.

The equipment title holder shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds. When no longer needed for the original project or program, the title holder shall contact the CAM for disposition instructions.

**13. Termination**

This project may be terminated for any reason set forth below.

With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. In the event the Energy Commission terminates this Agreement without cause, the Energy Commission may reimburse Recipient for actual allowable expenditures incurred in accordance with this Agreement, including funds owed by Recipient to incentive recipients and subrecipients which are incurred and legally obligated up to the date of such termination.

c. Executive Order N-6-22 - Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions **imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting** prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall

provide
Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**14. Stop Work**

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.

b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

**15. Travel and Per Diem**

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

**16. Standard of Performance**

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as reasonably directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Scope of Work is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

It is the Recipient's duty to use commercially reasonable efforts to identify when grant funds are misspent by incentive recipients. For example, Recipient must use commercially reasonable efforts to confirm grant funds are used to reimburse or otherwise pay for allowable costs that are actually incurred. This includes that it is the Recipient's duty to develop internal controls to detect fraud, waste, and abuse.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
b. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
c. The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

**17. Payment of Funds**

a. Advance funds for incentives

This Agreement is for the Recipient to administer a block grant program. Under Health and Safety Code section 44272(n)(3)(D), the CEC has authority to advance funds to block grant administrators. This can prevent block grant administrators from having to front large sums of funds before seeking reimbursement from the CEC.

Under this Agreement, the Recipient can request but is not guaranteed to receive advance funds for incentives. Funds will not be advanced for other project expenditures. It is solely within the CEC's discretion to allow advance funds. The Recipient shall establish a separate ledger account or fund for receipt and disbursement of advance funds for incentives under this Agreement.

Because the CEC earns interest on the funds in its accounts, the CEC can lose interest if it advances funds long before Recipient actually pays out the funds (i.e., the funds sit in Recipient's account instead of the CEC's interest-earning account).

Accordingly, the Recipient, if allowed to receive advance funds for incentives, shall take reasonable efforts to minimize the time from receiving advance funds and paying them out. The CEC can request at any time that the Recipient repay any funds advanced to Recipient that the Recipient has not paid out, and the Recipient shall repay the unspent advanced funds within 10 days of receiving the CEC's request.

The Recipient shall pay to the CEC any interest it earns on advanced funds that cumulatively total more than $200. This means over the life of this Agreement, if the Recipient cumulatively earns more than $200 on advanced funds, any additional interest amounts after that shall be paid to the CEC. Alternatively, the CEC in its sole discretion, can instead subtract the interest amount over $200 from the amount paid to Recipient as requested in Recipient's future invoices.

In addition to other documentation the Recipient must provide under this Agreement, upon request by the CEC, the Recipient shall provide all documents related to advanced funds received and paid out and any interest earned on the funds.

b. Reimbursement for all other project expenditures

The CEC agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with this Agreement for all other project expenditures besides incentives. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of $50/hour but the employee is only paid $40/hour, the Recipient can only bill for $40/hour. Under the same example, if the employee earned $70/hour but the Budget only lists $50/hour, the Recipient can only bill for $50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Administrative Costs

Similar to all project expenditures other than incentives, the Energy Commission agrees to reimburse the Recipient for actual allowable expenditures for administrative costs. Recipient only has authority to spend up to a maximum of $5,000,000 in administrative costs, subject to the parameters described in section 1 of this Exhibit C.

d. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by either (1) the approved Agreement end term date, or (2) the date specified in the Special Terms and Conditions of this Agreement (if any), whichever is earlier.

Payments for all allowable project expenditures except advance funds for incentives will be made on a cost reimbursement basis, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must be incurred within the approved term of this Agreement.

e. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all proper supporting documentation, such as receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization or the proper supporting documentation will not be authorized for reimbursement. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in the itemization.

f. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

*I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

Additional certification required related to the payment of prevailing wages. Refer to section 27 of these terms and conditions for more information.

g. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

h. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

i. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles (GAAP). If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

j. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

(1) Early Release of Retention for Completed Project Startup Phase

The CEC may choose to release retention if the project startup phase is completed. In order to consider release of retention early for the completed project startup phase, Recipient must complete the following Task deliverables and activities associated with the project startup phase to the satisfaction of the CAM:

Task 1: All products in subtasks 1.1, 1.7, and 1.8;

Task 2: All products;

Task 3: All products;

Task 4: All products;

Task 5: All products;

Task 6: All products;

Task 9: Initial Project Fact Sheet

(2) Early Release of Retention for Completed Incentive Agreement Projects

The CEC may choose to release retention for individual incentive agreement projects that complete all incentive agreement requirements. In order to consider release of retention early for a completed incentive agreement project, the Recipient must submit information requested by the CAM demonstrating all incentive agreement requirements were met to the satisfaction of the CAM.

k. State Controller's Office

Payments are made by the State Controller's Office.

**18. Fiscal Accounting Requirements**

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of grant funds under this Agreement. The Recipient shall also establish a separate ledger account or fund for receipt and disbursement of advance funds for incentives under this Agreement. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

| |
|---|
| Reimbursable Amount<br><br>$200,000 |
| Minimum Match Share Required<br><br>$50,000 |
| Total of Reimbursable Amount and Minimum Match Share Required<br><br>$250,000 |
| Minimum Match Share Percentage of Total Allowable Project Costs<br><br>20% |

the Recipient agrees to be liable for a minimum of 20% ($50,000 divided by $250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is $125,000, the Recipient shall have provided a minimum of $25,000 ($125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient

provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

A. Grant funds disbursed = $110,000
B. Match Share Documented and Approved = $15,000
C. Total Allowable Project Costs = $125,000 (Line A plus Line B)
D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
E. Minimum Match Share Amount Required = $25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, $10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

**19. Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from: (i) any and all claims and losses accruing or resulting to Recipient, the Energy Commission, and to any and all contractors, subcontractors, incentive recipients, vendors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged, in each case of subsections (i) and (ii) to the extent caused by the Recipient in the performance of this Agreement.

This includes repayment to CEC for funds advanced which were not spent, by the Recipient , in accordance with the terms of this Agreement.

## 20. Workers' Compensation Insurance

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

## 21. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

(a) A change of address.

(b) A change in the business name or ownership.

(c) The existence of any litigation or other legal proceeding affecting the project.

(d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.

(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- Data collection requirements described in Exhibit A Scope of Work
- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

- "Receipt of Confidential Information and Personal Information"

**22. Certifications and Compliance**

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**23. Site Visits**

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subcontractors and incentive recipients to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**24. Confidential Recipient Information**

a. Identification of Confidential Recipient Information

For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the Energy Commission has agreed to designate as confidential under Title 20 California Code of Regulations Section 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in an Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Recipient Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Recipient Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Recipient Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Recipient Information will be contained in the "confidential" volume: no Confidential Recipient Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Recipient Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may obtain or develop additional data or information not originally identified as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in an Attachment to this Exhibit.

d. Disclosure of Confidential Recipient Information

Disclosure of Confidential Recipient Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

**25. Receipt of Confidential Information and Personal Information**

a. For the purposes of this Section, "confidential information" refers to information the Energy Commission has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the Energy Commission has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.

b. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

c. For the purposes of this Section, "special terms for confidential information" refers to the Energy Commission's special terms and conditions for the receipt of confidential information and personal information. The Energy Commission's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.

d. If the Recipient will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the Energy Commission's special terms for confidential information.

e. If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, incentive recipients, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-

down the CEC's special terms for confidential information into each subcontract, incentive agreement, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, incentive recipients, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.

f. If this Agreement does not include the Energy Commission's special terms for confidential information and the Energy Commission determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Energy Commission reserves the option to amend this Agreement to add its special terms for confidential information.

g. Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the Energy Commission's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the Energy Commission or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

## 26. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

## 27. Public Works -- Payment of Prevailing Wages

### Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over $1,000.

**NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

**NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

(i) prevailing wages are paid; and
(ii) the project budget for labor reflects these prevailing wage requirements; and
(iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.**

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

**NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.**

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

**NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.**

**Subcontractors and Flow-down Requirements**. Recipient shall ensure that its subcontractors and incentive recipients, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors and incentive recipients to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors and incentive recipients to comply with California prevailing wage and public works laws.

**Indemnification and Breach**. Any failure of Recipient or its subcontractors or incentive recipients to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to, or request repayment by Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors or incentive recipients to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

**Budget**. Budgets on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades**. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

**Questions**. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

**Certification**. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

## 28. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

## 29. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

Further, if any penalty, fine, or other assessment is issued against the CEC or the CEC and other parties as a result of the Recipient, its subcontractors, or its incentive recipients' failure to comply with Agreement requirements, the Recipient shall pay all assessment amounts with its own, non-grant funds, including any assessment against CEC. Should the Recipient fail to pay the penalty, fine, or other assessment, Recipient acknowledges that such monies may be paid out of retention.

## 30. Assembly Bill 841 (2020)

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless

of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

(2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**31. Conflicts of Interest**

a. Recipient agrees to continuously review new and upcoming projects in which Recipient, its subcontractors or other project partners may be involved for potential conflicts of interest (e.g., Gov. Code § 81000 et seq., and Gov. Code § 1090 et seq.). Recipient shall inform the Commission Agreement Manager as soon as a question arises about whether a potential conflict may exist or as soon as the Recipient knows a conflict exists. The Commission Agreement Manager and Commission's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The Energy Commission reserves the right to redirect work and funding on a project if the Commission's Chief Counsel's Office determines that there is a potential conflict of interest.
b. Appearances of Conflicts of Interest

   The Recipient acknowledges that in governmental agreements even the appearance of a conflict of interest can be harmful to the interest of the State. Thus, the Recipient, its subcontractors and project partners shall refrain from any practices, activities, or relationships that appear to conflict with their obligations under this Agreement, unless the Recipient receives prior written approval of the Commission. In the event the Recipient is uncertain whether the appearance of a conflict of interest may exist, the Recipient shall submit to the Commission Agreement Manager a written description of the relevant details.

c. Prohibition on Participating in Energy Commission Funding Opportunities

Under this Agreement, the Recipient and its subcontractors and project partners will, with oversight from the Commission, develop and implement a block grant program to provide grant-funded incentives. Accordingly, the Recipient and its subcontractors and project partners are prohibited from participating and agree not to participate in any manner (e.g., as an applicant, subcontractor, or match-funding partner) in any incentive project awarded under this Agreement.

d. Possible amendment of conflicts of interest provisions

The Recipient acknowledges that, if amendments to this Agreement are made to develop and fund financial incentive programs or otherwise expand the scope of work, the role of employees of the Recipient, subcontractors and project partners may become more defined. As those responsibilities and tasks are defined, the Commission Agreement Manager and Commission's Chief Counsel's Office reserve the right to determine if it is appropriate to designate certain individuals who are participating in the making of government decisions as "consultants" under the Political Reform Act and therefore require the disclosure of economic interests pursuant to Government Code section 87300 and the CEC's Conflict of Interest Code at California Code of Regulations, title 20, sections 2401-2402. Upon such determination, this Agreement shall be amended to include the specific procedural requirements applicable to the Recipient, subcontractors and project partners, and any designated consultants.

**32. Enforcement of Operations Requirements**

Exhibit A of this Agreement contains certain operations requirements for charging ports installed as part of incentive recipient agreements. If an incentive recipient fails to meet the operations requirements, the CEC, as a real party in interest to the incentive recipient agreements, may attempt to seek repayment of incentive funds with no obligation on the part of Recipient to do so.

In order to facilitate CEC's enforcement of operations requirements, the Recipient shall include the following paragraph as part of all incentive recipient agreements:

> "This agreement contains certain uptime requirements for EV charging stations and charging ports installed under this agreement. By signing this agreement, and as a material term of this agreement, the incentive recipient agrees to be fully responsible for complying with the operations requirements. Incentive recipient also agrees that CEC, as the party providing the incentive funding, is a real party in interest to this incentive agreement. Accordingly, if incentive recipient fails to meet the operations requirements, incentive recipient agrees that CEC is entitled to repayment

of incentive funds. The amount repaid shall be an amount CEC, in its sole discretion, deems reasonable to compensate for the harm done."

In the event the CEC adopts regulations that include uptime and operations requirements, for example as required by AB 2061 (Ting, Chapter 345, Statutes of 2022) and/or AB 126 (Reyes, Chapter 319, Statutes of 2023), those requirements shall supersede the requirements contained in this Agreement wherever, as determined by the CAM, they conflict or are redundant.

## EXHIBIT C- APPENDIX 1

## STREAMLINING GRANT TERMS AND CONDITIONS

The California Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. Until the CEC is able to revise all of its standard terms and conditions templates to implement these improvements, the CEC is adding this Exhibit C Appendix to new grant agreements. The CEC acknowledges that terms in this Appendix will conflict with some of the terms and other requirements in the grant agreement. Accordingly, where there is a conflict, the CEC and Recipient agree that this Appendix controls. Outside of the changes made by this Appendix, all other grant terms and requirements remain unchanged.

### Acronyms and Terms Used in this Document and Their Meaning

| **Acronym/ Term** | **Meaning** |
|---|---|
| Agreement | The grant agreement executed between the CEC and the Recipient. |
| Budget Categories | Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit. |
| CAM | Commission Agreement Manager |
| CEC | California Energy Commission |
| Existing Terms | The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement. |
| Incentive recipient | An incentive recipient is any person or entity that receives an incentive awarded under this Agreement. An incentive recipient cannot also be a subrecipient. |

| Acronym/ Term | Meaning |
|---|---|
| Incurred Costs | An expense for which the Recipient has become liable (legally obligated) to pay. |
| MTDC | Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of $25,000. |
| Paid Costs | An expense for which the Recipient has already made payment. |
| Recipient | The entity that executed this Agreement with the CEC. |
| Subaward | For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors. |
| Subcontract | An agreement between the Recipient and a Subrecipient. |
| Subrecipient (also Subcontractor) | A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the block grant project's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services. A subrecipient cannot also be a incentive recipient. |
| Sub-Subrecipient | Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient. |
| Vendor | A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over grant activities. |

| Acronym/ Term | Meaning |
|---|---|
| These Terms | The terms in this document titled "Streamlining Grant Terms and Conditions." |

## 1. Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

## 2. Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

## 3. New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

## 4. Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds within each of the following Budget Categories listed in the Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) However, funds allocated to incentives cannot be moved or reallocated without an amendment to the Agreement. If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved, except possibly for the final invoice per section 4.A.3 below. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.
3. If there is a Budget Category overage on the final invoice, the Recipient can discuss with the CAM if the invoice can be approved without needing the amendment in section 4.A.1 above. The CAM will require a written justification for the budget category overage to determine if the invoice can be approved.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define "Budget Reallocation" to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of $5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "NEW EQUIPMENT/M&M FORM" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. "Budget Reallocation" directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using grant funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under $5,000.

C. An Amendment is No Longer Needed to Replace "Key Personnel."

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient added or replaced key or other personnel, or added or removed job classifications. Now, except when replacing "key personnel" the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can make change related to their respective personnel without written approval. Although changes to "key personnel" do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new "key personnel" during the term of the Agreement, even if written approval comes

after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for "key personnel" or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient's personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled "Subrecipients and Vendors."

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. Please see section 5.A. below in the "Budgets and Payment of Funds" term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to existing job classifications. None of this is required any longer. Please see section 5.A. below in the "Budgets and Payment of Funds" term for how direct labor rates will now be handled.

**5. Budgets and Payment of Funds**

A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT "negotiated rates" that can be charged by a Recipient or Subrecipient - documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.

The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

1. De Minimis Option

   Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

   MTDC is defined for purposes of These Terms as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of $25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make this easy for recipients with both federal and CEC grants that elect this option.

   If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from grant funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's Travel Form. Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.
2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage. Because the rates maintained on the ECAMS Resources webpage can change over time, the Recipient will be allowed to be reimbursed for the rates in place when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements Subscription Topic if the travel rates change. Please sign up for the Active Agreements **Subscription Topic** to stay informed of all updates.
3. Lodging

   The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

4. Airfare

   The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.

5. Rental Car

   The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

   The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

   Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

   - Meals
   - Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
   - Parking

   - Tolls
   - Taxi/ride share

   The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms are no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent ($0.01) using standard rounding, which is rounding down for $0.000 through $0.004, and rounding up for $0.005 through $0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

**6. Incurred Costs**

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of $10,000, the Recipient shall pay the entire $10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs $300,000 and will pay in three installments of $100,000 each over three months. The Recipient shall only invoice the CEC for $100,000 each month. The Recipient shall not invoice for the entire $300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [insert agreement number]." Recipient shall remit the repayment to:

California Energy Commission

Accounting Office

715 P Street, MS-2

Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

**7. Subrecipients and Vendors**

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

(1) Has its performance measured in relation to whether objectives of a CEC program were met;

(2) Has responsibility for programmatic decision-making;

(3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;

(4) In accordance with its agreement, uses the grant funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,

(5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics

indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the CEC program; and

(5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

A. Subrecipient, Sub-Subrecipient, and Incentive Recipient Flow-Down Terms

For Recipient's agreements with Subrecipients and incentive recipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors and incentive recipients, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient or incentive recipient:

1. The Publications- Legal Statements on Reports term does not have to be included if the Subrecipient or incentive recipient will not generate any Products.
2. The Travel and Per Diem term does not have to be included if the Subrecipient or incentive recipient will not be reimbursed for travel with grant funds.
3. The Equipment term does not have to be included if the Subrecipient or incentive recipient will not be reimbursed for equipment with grant funds.
4. The Receipt of Confidential Information and Personal Information term does not have to be included if the Subrecipient or incentive recipient will not receive Confidential or Personal Information as defined in Section 25.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make reasonable effort to make sure the Vendor complies with all applicable laws. For example, the Recipient still must make reasonable effort to ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidential Recipient Information, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement,

the Recipient shall ensure its Vendor agreement secures the appropriate rights. Another example is the receipt of confidential information of personal information. If a vendor will have access to confidential information of personal information provided by the Energy Commission or a third-party for the performance of this Agreement, the Recipient must ensure its agreement with the vendor includes the Energy Commission's special terms and conditions for the receipt of confidential information and personal information before the vendor has access to any such information.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the "Changes to Grants - Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain advance written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

**8. Match Fund Timing**

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of grant funds. But this timing does not always work, especially if the grant funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend grant funds in advance of Match Funds pursuant to Match Fund Spending Plan. The Plan must estimate how Match Funds and grant funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with grant funds. While These Terms allow additional flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between grant funds and Match funds spent.

# EXHIBIT F - Specified Incorporation by Reference of CEC ZESBI Terms and Conditions

The following sections of the CEC Terms are hereby incorporated by reference as though fully set forth in the Agreement and as though Incentive Recipient were in the position of CALSTART under such terms and conditions unless otherwise noted.

CEC - EXHIBIT C- Grant Agreement Terms and Conditions

| Subject | Section A | Note |
|---|---|---|
| **Travel and Per Diem** | 15 | Incentive Recipient to comply with these provisions to the same extent as "Recipient" thereunder |
| **Certifications and Compliance** | 22.a-c. | Incentive Recipient to comply with these provisions to the same extent as "Recipient" thereunder |
| **Enforcement of Operations Requirements** | 32 | This section is fully incorporated herein with Incentive Recipient to comply with the uptime requirements as "incentive recipient" thereunder. |

# Exhibit H: Drug-Free Workplace

## CERTIFICATION OF DRUG-FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it provides a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 USC 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, CA Gov't Code§§ 8350- 8357:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b) Establishing a drug-free awareness program to inform employees about--
   1) The dangers of drug abuse in the workplace;
   2) The grantee's policy of maintaining a drug-free workplace;
   3) Any available drug counseling, rehabilitation and employee assistance programs, and
   4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
   1) Abide by the terms of the statement; and
   2) Notify the employer of any criminal drug statute conviction for a violation occurring in
   3) the workplace no later than five days after each conviction;
e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
   1) Taking appropriate personnel action against such an employee, up to and including termination; or
   2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Cabrillo Unified School District
Agency Name

Jennifer Marsh
Name and Title of Authorized Representative

Signature

Date

# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Action
**ITEM TITLE:** Approval of Purchase of Two Electric School Buses through ZESBI Grant

## BACKGROUND INFORMATION

The Cabrillo Unified School District has been approved to participate in the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project, which supports the transition to zero-emission student transportation. This initiative aligns with the District's commitment to sustainability, improved air quality, and long-term operational efficiency.

On January 23, 2025, the Governing Board adopted Resolution No. 02-2025, authorizing the district to apply for and, if awarded, participate in the ZESBI program. This action established the foundation for the district's transition to zero-emission buses and related infrastructure.

As part of this effort, the district is moving forward with the purchase of electric school buses to begin modernizing its transportation fleet in accordance with program requirements and environmental goals.

## REPORT/PROPOSAL

District staff is requesting approval to purchase two electric school buses from RIDE Mobility, as outlined in the attached quotation dated March 26, 2026.

The proposed purchase includes two 2026/2027 RIDE Dreamer 40' electric school buses with a 255-kWh battery capacity, along with necessary accessories and delivery. The estimated delivery timeline is up to fourteen (14) months after purchase order acceptance.

This purchase is directly supported by and consistent with the Board's prior approval of Resolution No. 02-2025 and represents the implementation phase of the district's participation in the ZESBI program.

## FISCAL ANALYSIS

The total cost of the two buses, including equipment, accessories, freight, and estimated tax, is approximately $882,759.04. The ZESBI grant is expected to provide $720,000 in funding, reducing the district's net cost to approximately $162,759.04 which will be covered by restricted grant funds.

## RECOMMENDATION

It is recommended that the Governing Board approve the purchase of two electric school buses from RIDE Mobility in an amount not to exceed $882,759.04 and authorize the Superintendent or designee to execute all necessary documents to complete the purchase.

***Prepared by:*** *Holly Lynne*

# RIDE Mobility

Quotation

*"Real Innovation Delivered with Excellence"*

3465 E Foothill Blvd Floor #2
Pasadena, CA 91107
Phone: (626) 770-4678

Date: 3/26/2026 1:29 PM
Quotation # QUO032626-CABR1543
Quotation Validity: 30 Days
Quotation Valid Until: 4/25/2026

Quotation For:
Cabrillo Unified School District
Half Moon Bay, CA

Payment Term: Net 60

Prepared by: Haonan Liu

Sales Person: Bella Ma

Shipping Address:
Half Moon Bay CA

Ship Date: Estimated - Up to (14) Months After PO Acceptance

Registration Address:
Half Moon Bay CA

| Base Bus Price | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| 2026/2027 RIDE Dreamer School Bus (40' Nameplate Battery Capacity 255 kWh)<br>- Non ADA<br>- California Compliant | 2 | $395,000.00 | $790,000.00 |
| | | **Total** | **$790,000.00** |

| Optional Equipment & Accessories | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| **Air Tank Switch** | 2 | $2,000.00 | $4,000.00 |
| **Fog Lights** | 2 | $960.60 | $1,921.20 |
| | | **Total** | **$5,921.20** |

| Freight & Handling | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| Destination Charge | 2 | $3,750.00 | $7,500.00 |
| | | **Total** | **$7,500.00** |

| | |
|---|---|
| **Total Price Before Tax** | **$803,421.20** |
| - **Taxable Amount ($803,421.20)** | |
| - **Non-Taxable Amount ($0.00)** | |
| **Estimated Sales Tax Per Unit (9.8750%)** | **$79,337.84** |
| **Total Price After Tax** | **$882,759.04** |
| **Funding - ZESBI** | |
| - **Funding Amount Per Bus ($360,000.00)** | |
| **Total Funding Amount** | **$720,000.00** |
| **Total (USD)** | **$162,759.04** |

**NOTE:**

1. Sales tax is only estimated. Applicable taxes to be adjusted according to date of invoice.
2. Charger is not included.
3. Payment Term: Balance due within Sixty (60) days after the Equipment has passed CHP inspection.
4. RIDE shall reserve the right to adjust the Purchase Price and charge Buyer accordingly to reflect all or a portion of the existing or hereafter levied import duties and tariffs, fees, assessments, charges, and any other taxes, however designated, related to the importation of the equipment and manufacturing supply chain.

5. INCENTIVES. If an Equipment purchase price is paid in part or in full by anticipated or actual monies from governmental grants, incentives, or like kind benefits (“Incentives”), then in the scenario where the Incentives are not successfully obtained, the applicable Equipment purchase price will be increased by an amount equal to the amount of the Incentives that were not successfully obtained.

# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
Drew Gamet, Bond Program Fiscal Project Director
Roger Anchartechahar, Senior Project Manager, Vanir Construction
**CATEGORY:** Action
**ITEM TITLE:** El Granada Elementary School New Classroom Building 'C' & Site Work Project: Approval of Amendment No. 2 to the Facilities Lease with Rodan Builders, Inc.

## BACKGROUND INFORMATION

The El Granada Elementary School New Classroom Building 'C' and Site Work Project are 99% complete. All work shown on the project drawings is 100% complete; however, several unforeseen items require additional funding to allow the project to be fully closed with the Division of the State Architect (DSA). These items are as follows:

| Item | Description | Amount |
|---|---|---|
| PCO #79 | Drop Off Area Guardrail | $77,372.00 |
| PCO #83 | Building C Roof Cricket Removal & Reinstallation | $18,486.00 |
| PCO #84 | HVAC Unit Cage Welding Improvements | $13,501.00 |
| PCO #85 | FITS Credit for Room C-09 Water Intrusion | ($5,381.00) |
| | Less: Remaining Project Contingency Balance | ($66,500.00) |
| | **Total Amendment No. 2 Adjustment** | **$37,478.00** |

Approval of this additional cost will enable the District to complete the items listed above, meet all DSA code requirements, and formally close this project with DSA.

## REPORT/PROPOSAL

Approval is requested for Amendment No. 2 to the Facilities Lease with Rodan Builders, Inc. for the El Granada Elementary School New Classroom Building 'C' and Site Work Project. All work will be performed in accordance with applicable local, state, and federal codes and safety standards. The amendment also includes a one-year guarantee on all workmanship and materials. The Contract Time for the project is extended to August 27, 2026, to allow for completion of the remaining scope items.

## FISCAL ANALYSIS

The total cost of this amendment is $37,478.00, which includes the addition of a code-required guardrail system at the campus student drop-off area, corrections to roof drainage, and adjustments to HVAC cages. This amendment increases the Guaranteed Maximum Price from $18,714,464.00 to $18,751,942.00. This cost will be paid from Bond funds allocated for the El Granada Elementary School New Classroom Building 'C' and Site Work Project.

**RECOMMENDATION**

Staff recommends the approval of Amendment No. 2 to the Facilities Lease with Rodan Builders, Inc

***Prepared by:*** *Drew Gamet/Holly Lynne*

**AMENDMENT NO. 2 TO FACILITIES LEASE**
**BY AND BETWEEN**
**CABRILLO UNIFIED SCHOOL DISTRICT AND RODAN BUILDERS, INC.**
**FOR EL GRANADA ELEMENTARY SCHOOL**
**NEW CLASSROOM BUILDING 'C' AND SITE WORK PROJECT**

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This Amendment No. 2 to the Facilities Lease ("Amendment No. 2") is made and entered into this 9th day of April, 2026 ("Effective Date") by and between the Cabrillo Unified School District ("District") and Rodan Builders, Inc. ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS,** the Parties entered into a Facilities Lease, dated May 30, 2023, pertaining to the El Granada Elementary School New Classroom Building 'C' and Site Work Project ("Project") at 400 Santiago Ave., Half Moon Bay, CA 94019 ("Project Site"); and

**WHEREAS,** the Parties previously executed Amendment No. 1 to the Facilities Lease ("Amendment No. 1"), dated as of December 14, 2023, and approved by the District's Governing Board that same day, which, among other things, established a Guaranteed Maximum Price ("GMP") for the Project of Eighteen Million, Seven Hundred Fourteen Thousand, Four Hundred Sixty-Four Dollars ($18,714,464) for the Project; and

**WHEREAS,** the Parties now desire to amend and supplement the Facilities Lease to extend the Contract Time and increase the Guaranteed Maximum Price to Eighteen Million, Seven Hundred Fifty-One Thousand, Nine Hundred Forty-Two Dollars ($18,751,942); and

**WHEREAS**, any term not defined in this Amendment No. 2 shall have the meaning ascribed to it in the Facilities Lease, or in the corresponding exhibit or attachment thereto.

**NOW, THEREFORE,** the Parties agree as follows:

**Section I. Amendment to Facilities Lease.**

1. Section 11.1.2 of the Facilities Lease is amended and replaced with the following:

   **11.1.2 Contract Time / Construction Schedule**

   It is hereby understood and agreed that the Contract Time for this Project shall be completed by August 27, 2026 ("Contract Time"). The Construction Schedule must be approved by the District.

2. Section 2 of Exhibit C to the Facilities Lease is amended and replaced with the following:

   **2. <u>Guaranteed Maximum Price</u>**

   Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for Eighteen Million, Seven Hundred Fifty-One Thousand, Nine Hundred Forty-Two Dollars ($18,751,942.00) ("Guaranteed Maximum Price"). The Guaranteed Maximum Price includes the preconstruction fees and costs in the amount of Ten Thousand Dollars ($10,000).

3. **Attachment 2** (Guaranteed Maximum Price) to **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented, as provided in the attached **EXHIBIT "1"**, by incorporating the Total Amendment No. 2 Adjustment amount of $37,478.00 to the El Granada Guaranteed Maximum Price.

   The Parties expressly acknowledge and agree that this Amendment No. 2 is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of the Tenant Improvement Payments and the amount of the Lease Payments.

**Section II. All Other Provisions Reaffirmed.**

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Amendment No. 2 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

| | |
|---|---|
| Dated: April 9, 2026 | Dated: April 9, 2026 |
| CABRILLO UNIFIED SCHOOL DISTRICT | RODAN BUILDERS, INC. |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**EXHIBIT "1"**

## 1. GUARANTEED MAXIMUM PRICE

| | Amount |
|---|---|
| Guaranteed Maximum Price established by Amendment No. 1 (December 14, 2023) | $18,714,464.00 |
| **Amendment No. 2 Adjustments (see Section 2 below)** | **$37,478.00** |
| **Amended Guaranteed Maximum Price** | **$18,751,942.00** |

---

## 2. AMENDMENT NO. 2 COST ADJUSTMENTS

The Guaranteed Maximum Price is adjusted as follows pursuant to Amendment No. 2:

| Item | Description | Amount |
|---|---|---|
| PCO #79 | Drop Off Area Guardrail | $77,372.00 |
| PCO #83 | Building C Roof Cricket Removal & Reinstallation | $18,486.00 |
| PCO #84 | HVAC Unit Cage Welding Improvements | $13,501.00 |
| PCO #85 | FITS Credit for Room C-09 Water Intrusion | ($5,381.00) |
| | Less: Remaining Project Contingency Balance | ($66,500.00) |
| | **Total Amendment No. 2 Adjustment** | **$37,478.00** |

# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
Drew Gamet, Bond Program Fiscal Project Director
**CATEGORY:** Action
**ITEM TITLE:** Approval of Award of Contract: Farallone View Elementary Playground Replacement

## BACKGROUND INFORMATION

Measure K Bond Program. The project scope includes new playground equipment, poured-in-place (PIP) rubber safety surfacing with a custom marine-themed color design, sculptural play elements, and full installation services across a 7,890 square foot play area serving students ages 5–12.

The District engaged Miracle Playsystems — an authorized dealer of Miracle Recreation Equipment Company, a subsidiary brand of PlayPower, Inc. — to develop a design concept through an iterative community-informed process. The final design (Version 7, dated January 29, 2026) features a coastal marine theme integrating climbing, balancing, swinging, sliding, and imaginative play opportunities. Sculptural elements, including a Whale Head, Whale Tail, Sea Turtle with Eggs, Sea Lion with Pup, and Starfish, reinforce the design's connection to the coastal character of the Montara community.

The design is both ADA-compliant and intentionally inclusive, exceeding minimum accessibility requirements under CBC Section 11B-1008. All 11 elevated play activities are accessible via transfer, accessible routes are provided throughout, and poured-in-place surfacing supports mobility access across the play area. The design accommodates up to 294 children.

## REPORT/PROPOSAL

This contract is proposed for award through piggyback procurement under Public Contract Code §20118, utilizing Sourcewell Cooperative Purchasing Master Agreement No. 101625-PLP between Sourcewell and PlayPower, Inc. (executed January 6, 2026; effective through December 17, 2029). Miracle Recreation Equipment Company is an authorized subsidiary brand under that master agreement.

The Board of Education authorized District participation in Sourcewell and other piggyback contracts for the 2025–26 school year through Resolution No. 23-2025, adopted August 21, 2025. Pursuant to that resolution and Education Code §17604, the Superintendent is authorized to award piggyback contracts subject to subsequent Board ratification. This agenda item fulfills that ratification requirement.

Quote No. Q-14824, prepared by Miracle Playsystems (Jean Tyan, Sales Account Manager), is dated March 31, 2026, and reflects the applicable Sourcewell contract discount.

| Line Item | Amount |
|---|---|
| Miracle playground equipment | $97,999.90 |
| Marine sculptural play elements | $58,100.00 |
| Elephant Play – The Mountain climber | $88,803.00 |
| Installation services (including offload) | $137,005.50 |

| | |
|---|---|
| Poured-in-place rubber surfacing (material & installation) | $256,030.50 |
| Bonding fees | $20,929.72 |
| Subtotal | $658,868.62 |
| Freight | $22,357.00 |
| Estimated tax | $37,361.37 |
| **Total** | **$718,586.99** |

**FISCAL ANALYSIS**

The total contract amount is $718,586.99, funded through the Measure K Bond Program. Bond funds are an appropriate funding source for playground replacement as a capital improvement to District facilities. No General Fund impact is anticipated.

**RECOMMENDATION**

Staff recommends ratifying the $718,586.99 piggyback contract award to Miracle Playsystems for the Farallone View Elementary Primary Playground Replacement project, pursuant to Sourcewell Master Agreement No. 101625-PLP and Resolution No. 23-2025.

***Prepared by:*** *Drew Gamet*

# Farallone View - ES Primary

Montara, CA

Prepared for: Cabrillo Unified School District



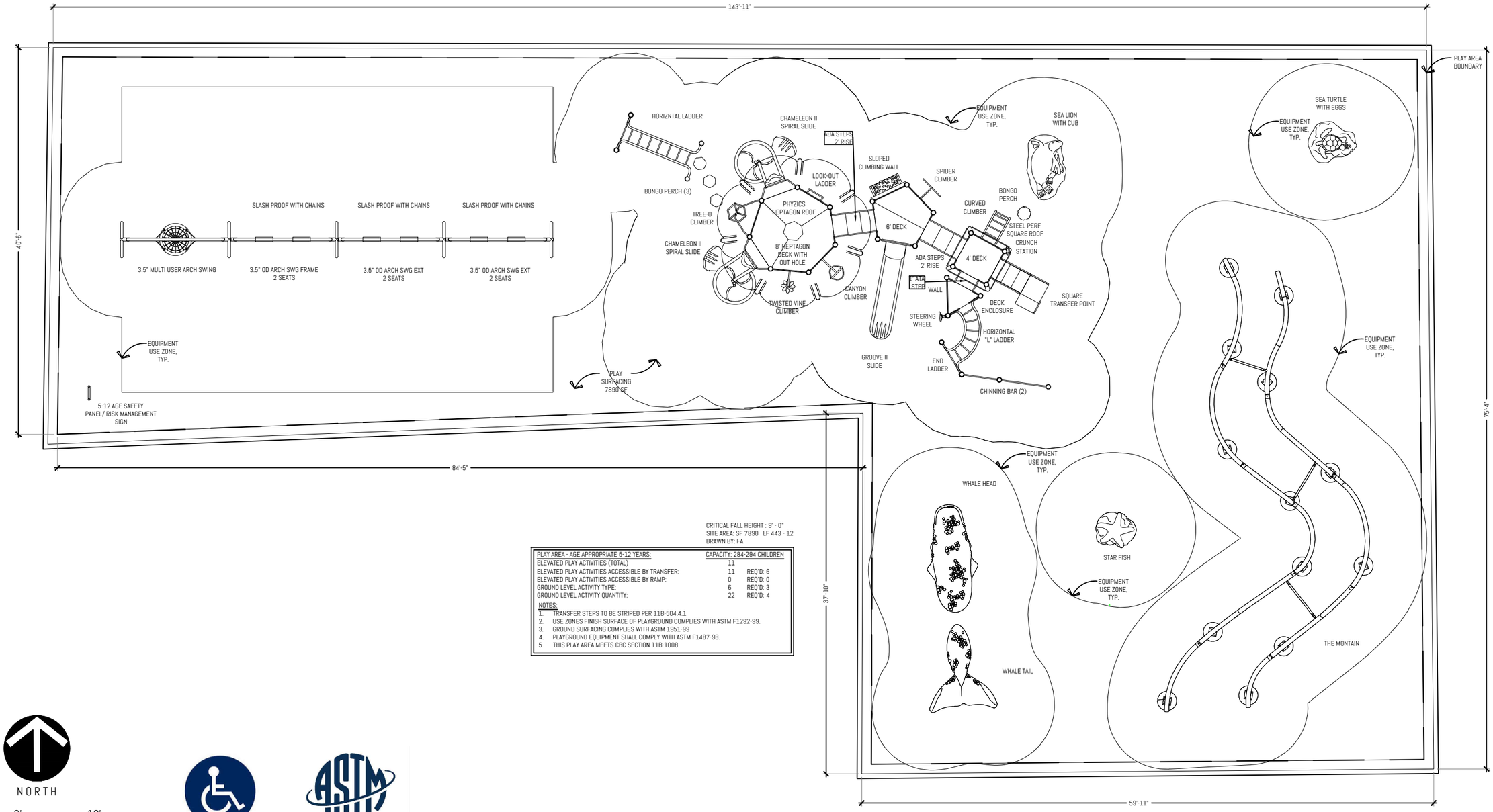
Prepared By

Jean Tyan

Sales Account Manager
jean@miracleplaysystems.com
650.930.0459



Creating Fun Play Environments to Enrich Communities




CRITICAL FALL HEIGHT : 9' - 0"
SITE AREA: SF 7890 LF 443 - 12
DRAWN BY: FA

| PLAY AREA - AGE APPROPRIATE 5-12 YEARS: | CAPACITY: 284-294 CHILDREN | |
|---|---|---|
| ELEVATED PLAY ACTIVITIES (TOTAL) | 11 | |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: | 11 | REQ'D: 6 |
| ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: | 0 | REQ'D: 0 |
| GROUND LEVEL ACTIVITY TYPE: | 6 | REQ'D: 3 |
| GROUND LEVEL ACTIVITY QUANTITY: | 22 | REQ'D: 4 |

NOTES:
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.

NORTH

0 8' 16'

ADA Compliant

ASTM INTERNATIONAL

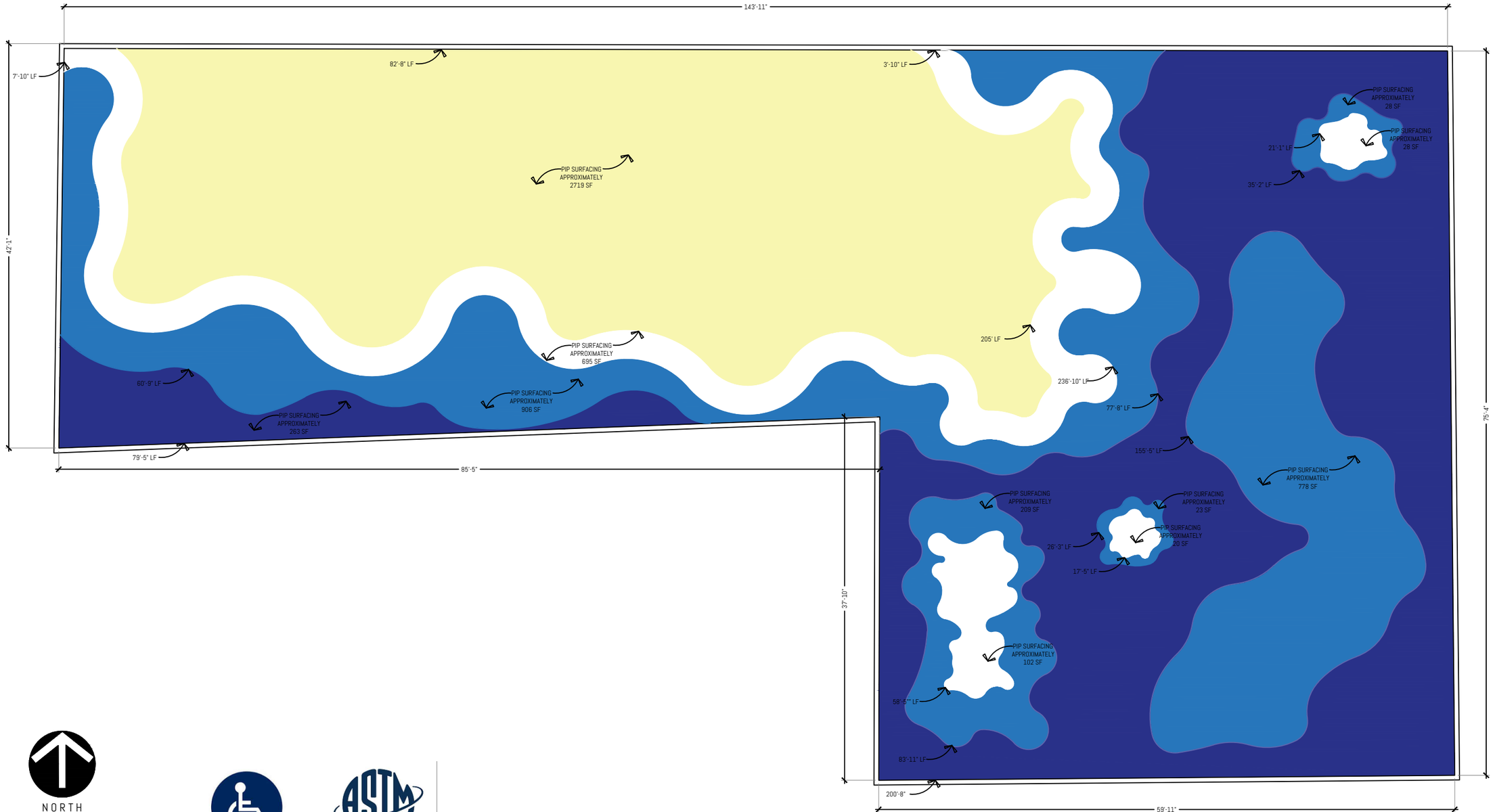
# FARALLONE VIEW ES - PRIMARY

MONTARA, CA

| | | | |
|---|---|---|---|
| PERIMETER: | 443-12 LF | VERSION 7 | |
| SITE AREA: | 7890 SF | DATE: | 01/29/2026 |
| CRITICAL FALL HEIGHT: | 9' - 0" | DRAWN BY: | FA |
| DESIGN CONCEPT | | FILE: 24-3563_FARALLONE VIEW ES - PRIMARY_007.DWG | |

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE.
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.




NORTH

0 8' 16'

ADA Compliant

ASTM INTERNATIONAL

# FARALLONE VIEW ES - PRIMARY

MONTARA, CA

| | | | |
|---|---|---|---|
| PERIMETER: | 443-12 | VERSION 7 | |
| SITE AREA: | 7890 SF | DATE: | 02/02/2026 |
| CRITICAL FALL HEIGHT: | 9' - 0" | DRAWN BY: | FA |
| SURFACE PLAN | | FILE: 24-3563_FARALLONE VIEW ES - PRIMARY_007.DWG | |

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE.
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

PLAY AREA - AGE APPROPRIATE 5-12 YEARS: CAPACITY: 284-294 CHILDREN

NOTES:
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.
6. THIS PLAY AREA MEETS CBC SECTION 11B-240.
7. TRANSFER PLATFORMS TO BE PROVIDED WHERE TRANSFER IS INTENDED FROM WHEELCHAIRS AND OR OTHER MOBILITY AIDS 11B-1008.3.1

## A. LIST OF ELEVATED PLAY COMPONENTS

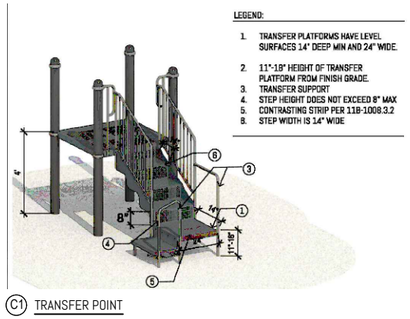
ELEVATED PLAY ACTIVITIES (TOTAL): 11
ELEVATED PLAY ACTIVITIES ACCESSIBLE VIA TRANSFER: 11 REQ'D: 6
ELEVATED PLAY ACTIVITIES ACCESSIBLE VIA RAMP: 0 REQ'D: 0

| KEY | NAME OF COMPONENT ON ACCESSIBLE ROUTE | NUMBER # | NAME OF COMPONENT NOT ON ACCESSIBLE ROUTE |
|---|---|---|---|
| A1 | CURVED CLIMBER | 1 | |
| A2 | SPIDER CLIMBER | 1 | |
| A3 | GROOVE II SLIDE | 1 | |
| A4 | SLOPED CLIMBING WALL | 1 | |
| A5 | LOOKOUT LADDER | 1 | |
| A6 | CHAMELEON SLIDE | 2 | |
| A7 | TREE-O-CLIMBER | 1 | |
| A8 | TWISTED VINE CLIMBER | 1 | |
| A9 | CANYON CLIMBER | 1 | |
| A10 | HORIZONTAL "L" LADDER | 1 | |

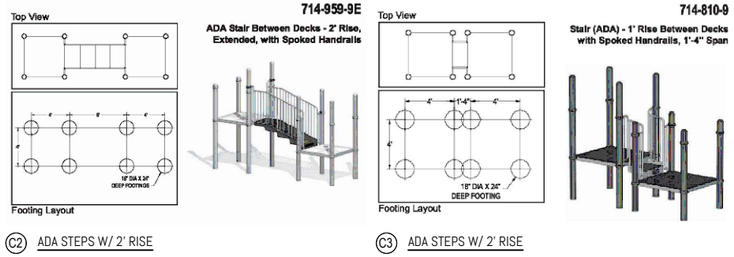
## B. MINIMUM NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS ON ACCESSIBLE ROUTES

GROUND LEVEL ACTIVITY TYPE: 6 REQ'D: 3
GROUND LEVEL ACTIVITY QUANTITY: 22 REQ'D: 4

| KEY | NAME OF COMPONENT ON ACCESSIBLE ROUTE | NUMBER OF PLAY ACTIVITIES | GROUND LEVEL PLAY ACTIVITY TYPE |
|---|---|---|---|
| B1 | MULTI USER ARCH SWING | 1 | SWINGING |
| B2 | BELT SEAT | 6 | SWINGING |
| B3 | 8' HORIZONTAL LADDER | 1 | CLIMBING |
| B4 | BONGO PODS | 4 | BALANCING |
| B5 | STEERING WHEEL | 1 | MANIPULATIVE |
| B6 | SEA LION WITH CUB | 1 | BALANCING, CLIMBING, IMAGINATION |
| B7 | SEA TURTLE WITH EGGS | 1 | BALANCING, CLIMBING, IMAGINATION |
| B8 | CHINNING BAR | 2 | UPPER BODY |
| B9 | WHALE HEAD | 1 | BALANCING, IMAGINATION, CLIMBING |
| B10 | WHALE TAIL | 1 | BALANCING, IMAGINATION, CLIMBING |
| B11 | STARFISH | 1 | IMAGINATION, BALANCING |
| B12 | THE MONTAIN | 1 | BALANCING HANGING, CLIMBING |
| B13 | CRUNCH STATION | 1 | HANGING |

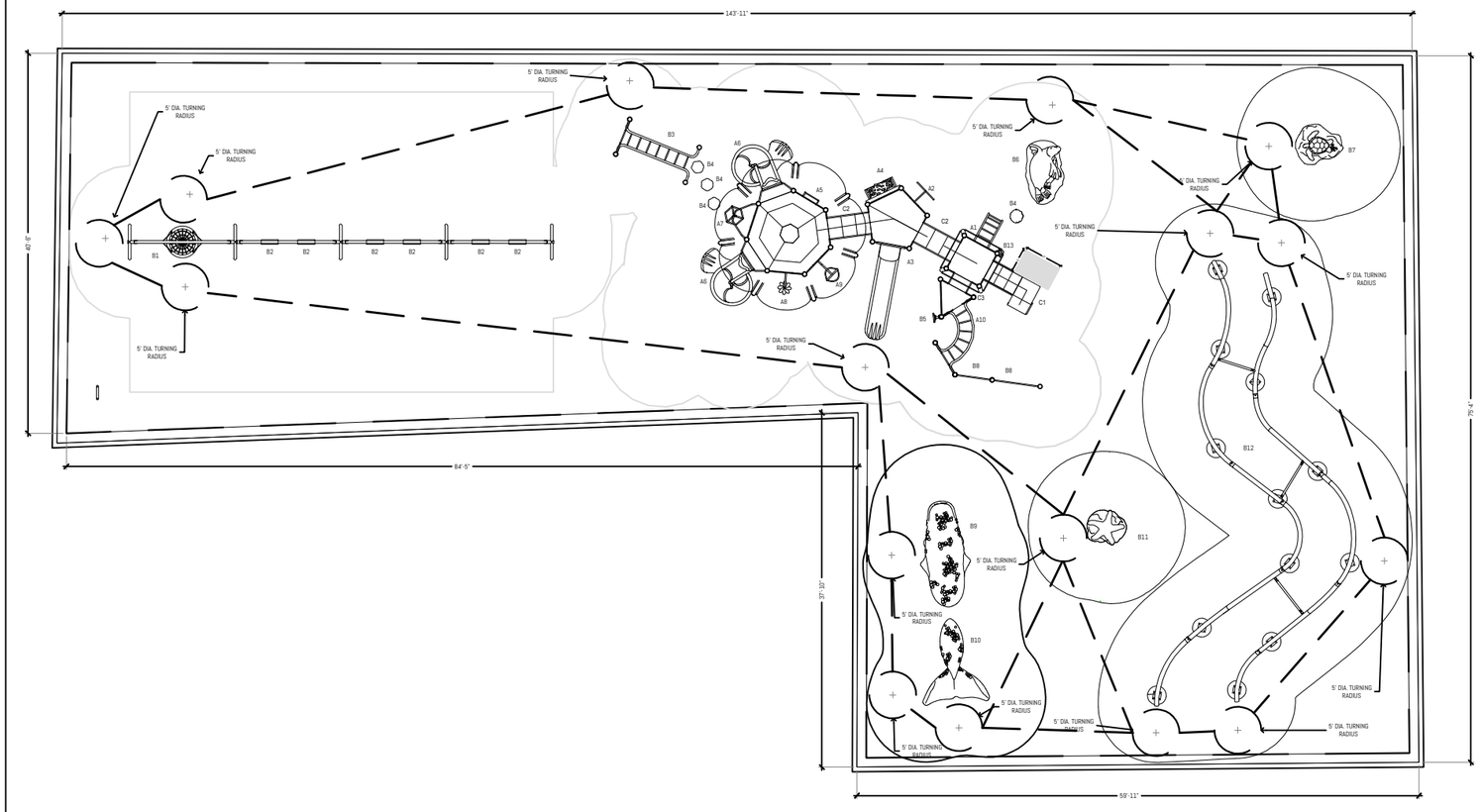



C1 TRANSFER POINT




C2 ADA STEPS W/ 2' RISE

C3 ADA STEPS W/ 2' RISE




NORTH

0 8' 16' 32'

# FARALLONE VIEW ES - PRIMARY

MONTARA, CA

| | | | |
|---|---|---|---|
| PERIMETER: | 443-12 LF | VERSION 7 | |
| SITE AREA: | 7890 SF | DATE: | 02/02/2026 |
| CRITICAL FALL HEIGHT: | 9'-0" | DRAWN BY: | FA |
| ACCESSIBLE PATH OF TRAVEL | | FILE: 24-3563_FARALLONE VIEW ES - PRIMARY_007.DWG | |

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.



Color Used In Rendering

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.





Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



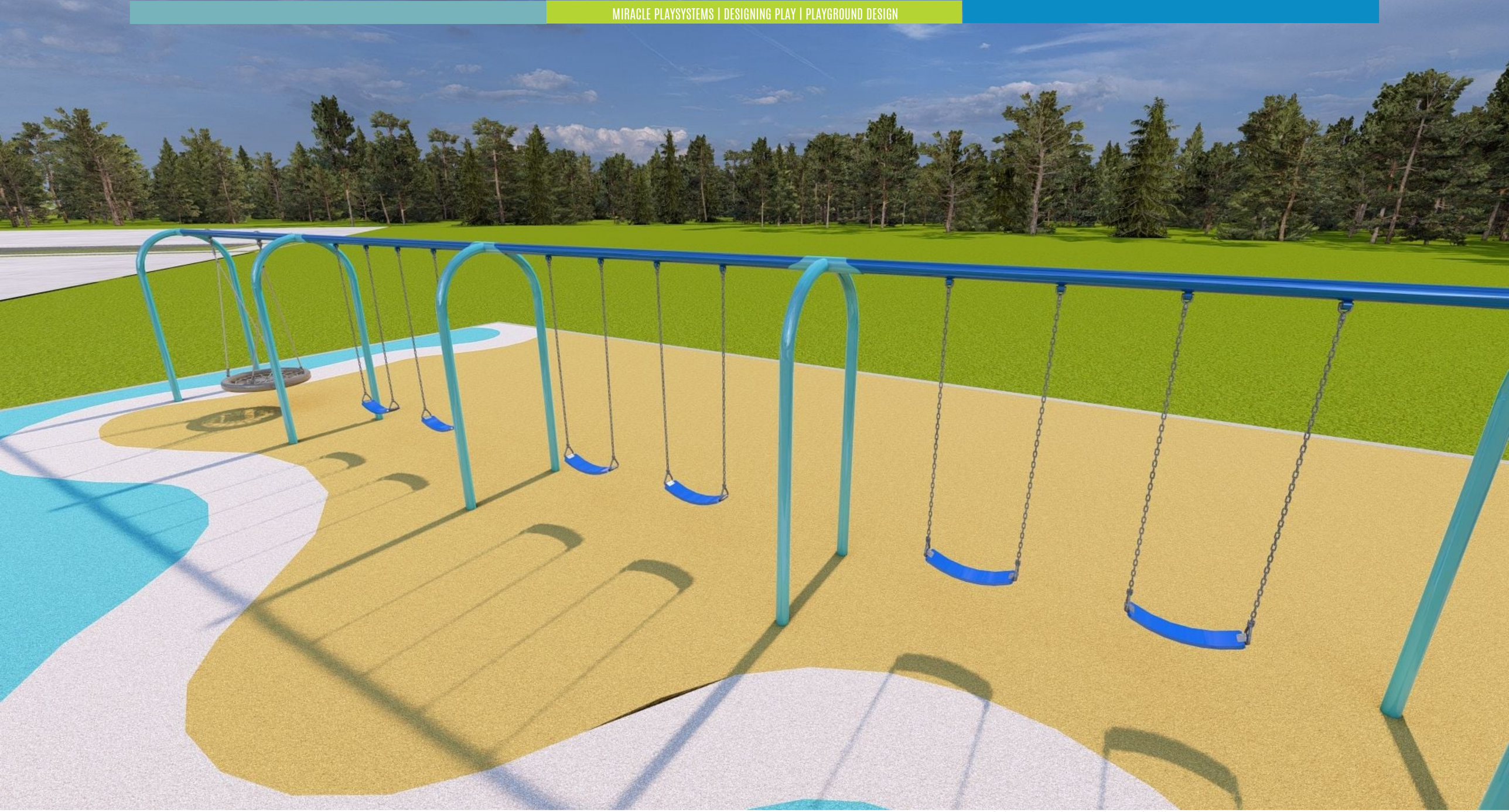
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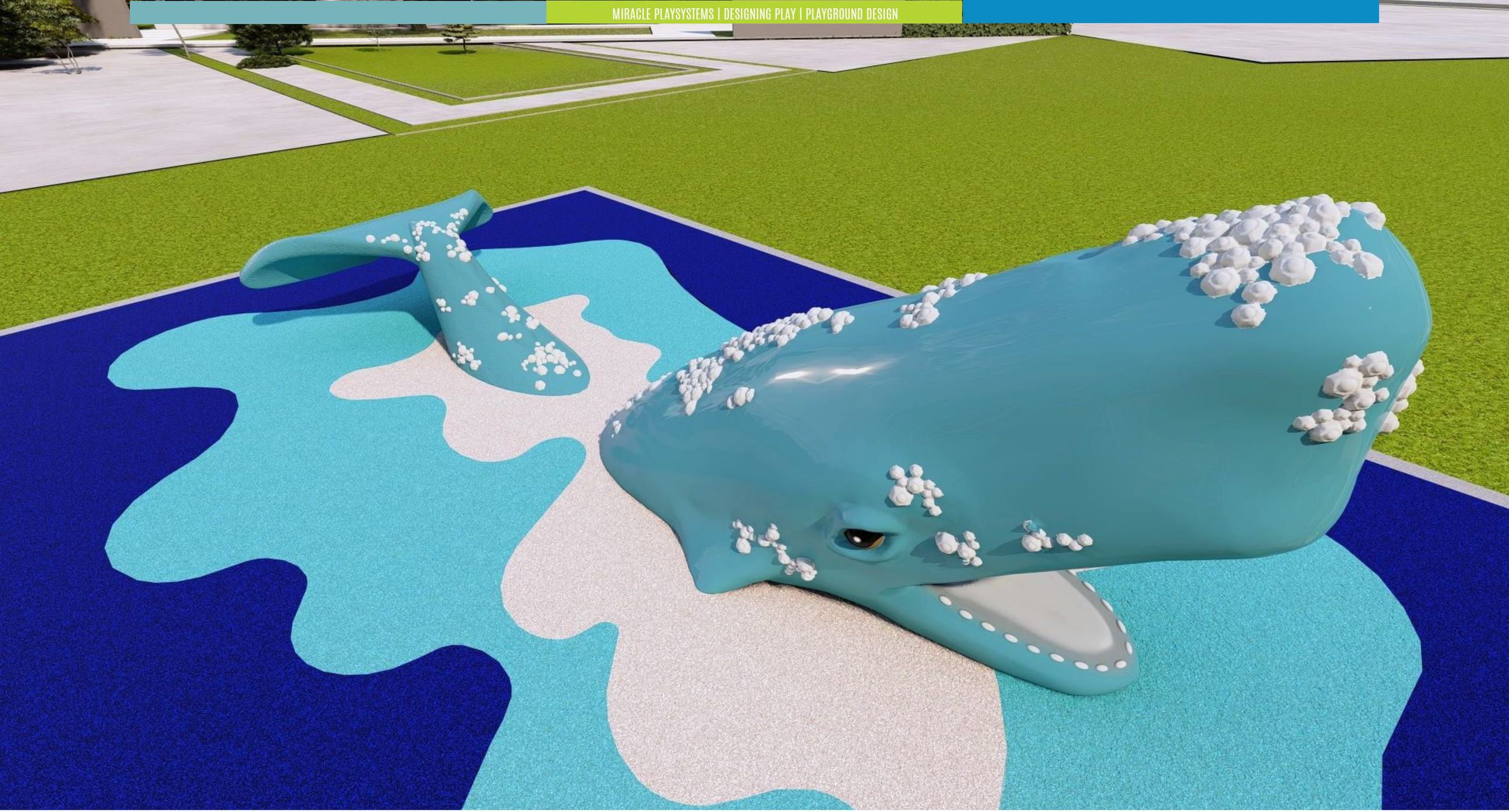
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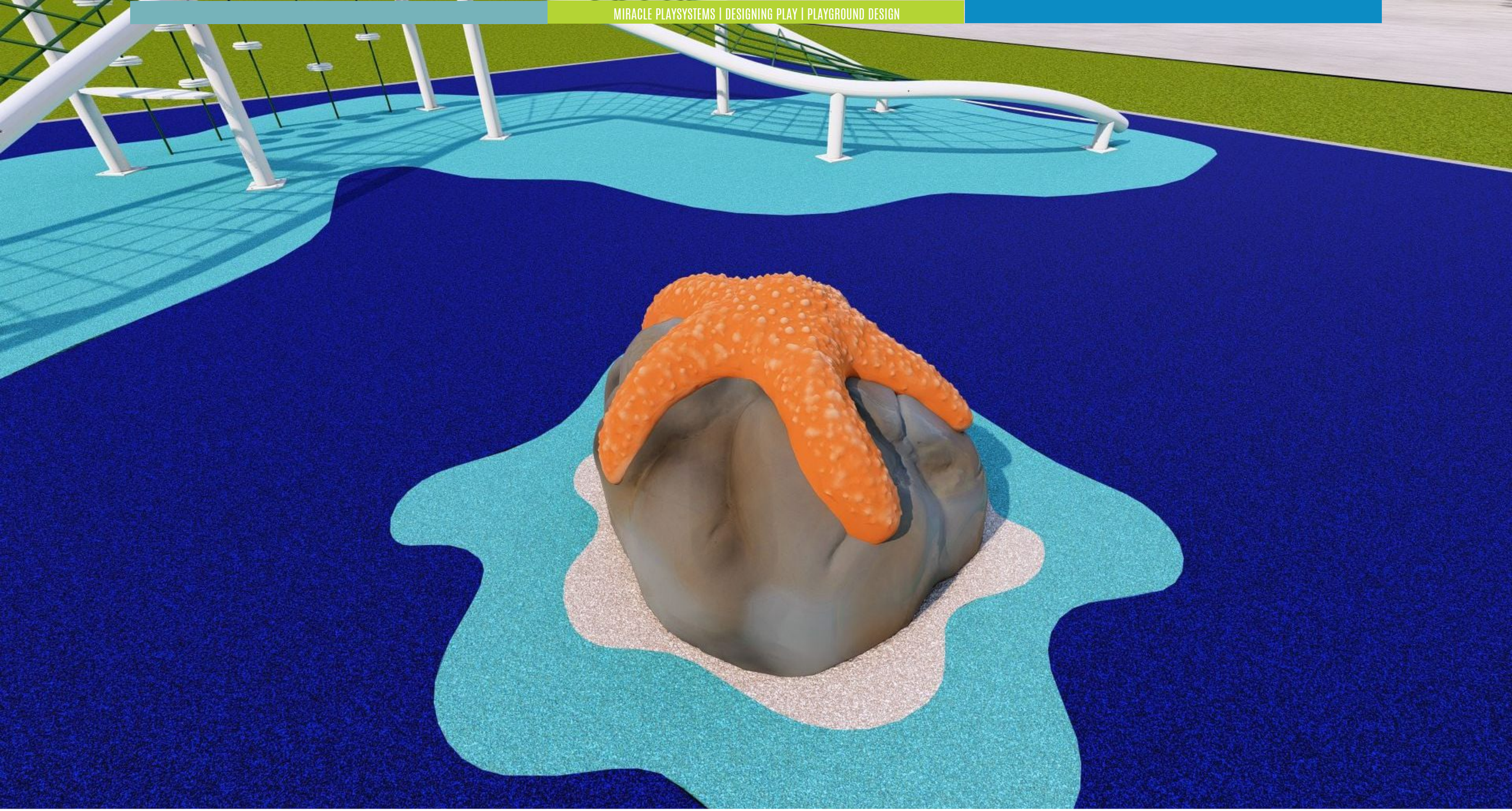
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# MIRACLE RECREATION EQUIPMENT COMPANY BRINGS YOU THE THRILLS OF A LIFETIME!

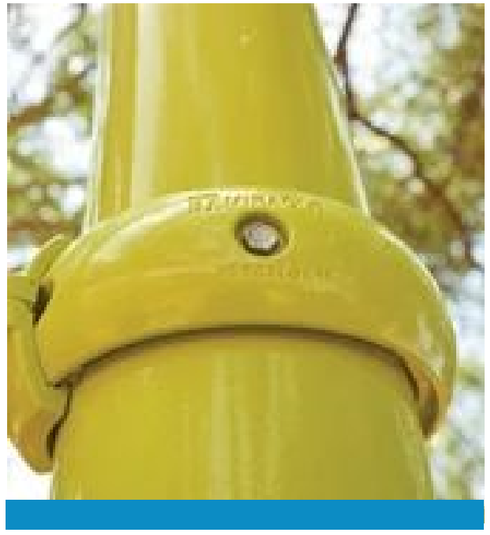
Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid- powered merry-go-round — based on the timeless insight that, "Kids want action." That same inspiration has driven 90+ years of innovation, including the introductions of the first fiberglass slide (1963), the 25- foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space.

This never-ending dedication to innovation is the reason why, even after more than 90+ years, the Miracle legacy remains focused on building yours. We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

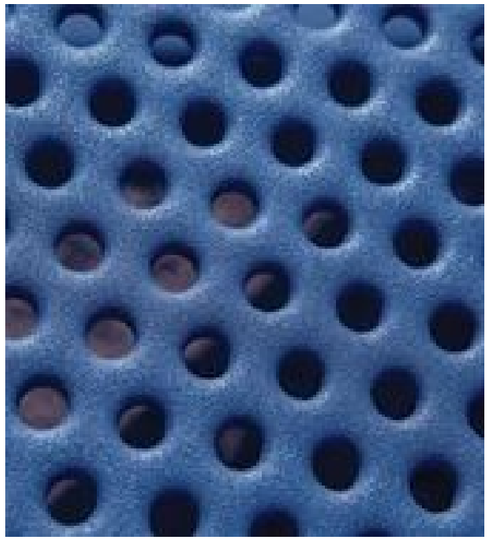
# MIRACLE® ADVANTAGE

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.



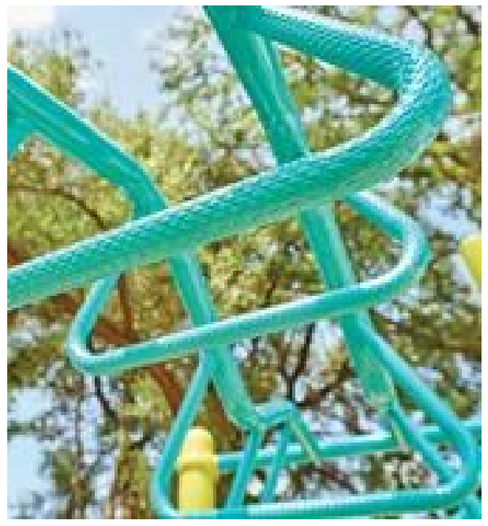
## Versalok ®

Our clamp design features a stainless steel, tamper-resistant fastener that eliminates the need for stacking multiple clamps.



## Mira-Therm™

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the circle pattern keeps little fingers safe.



## Gator Grip ®

The 3D textured pattern makes it easy — and comfortable — for kids to make their next moves.



## Compound Resin

Provides superior strength and durability, advanced color fastness and UV resistance.

## Safety

We're committed to providing equipment that meets and/ or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.

# COLOR CHOICES

## DESIGNER, GIVE YOUR PLAYGROUND STYLE!

Miracle

### Rock-ite® Plastic Playground Colors

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers, and Panels.



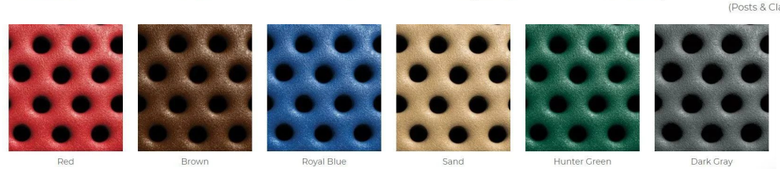

### Mira-Lene™ Playground Panel Colors




### Mira-Cote® Powder-Coated Painted Metal Playground Colors

Posts, Arches, Swings, and Accents (Railings and Climbers).




Miracle® uses high quality materials and state of the art manufacturing processes.
Commercial playgrounds and products are subjected to years of environmental and solar exposure.
Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time.
So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.
Actual colors in catalog may vary due to four color printing process.

# MIRACLE WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.

LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

LIMITED EIGHT (8) YEAR WARRANTY:
- Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
- Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
- Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

LIMITED FIVE (5) YEAR WARRANTY:
- Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
- Mira-Therm™ PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).

LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

LIMITED ONE (1) YEAR WARRANTY:
- Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
- Pool slide support structures, stairways, landings and railings.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non -conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:
- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other changes.

**Job Number:** 24-3563
**Job:** Farallone View ES - Primary
**Quote Name:** Quote-24-3563-Farallone View ES - Primary_008
**Quote Number:** Q-14824

**Prepared by:**
Jean Tyan
jean@miracleplaysystems.com

**Terms:** Equipment - Mobilization Deposit - 50% Equipment at time of order, Balance Net 30 from Ship Date

**Remit to:** Miracle Playsystems
1276 S Main St.,
Salinas, CA 93901

**Sub Total:** $658,868.62
**Freight:** $22,357.00
**Estimated Tax:** $37,361.37
**Total:** $718,586.99

Miracle

This quote includes a Sourcewell Discount (Contract #101625-PLP)

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| MREC EQUIP | Miracle equipment per 24-3563_Farallone View ES - Primary_007_DIM plan and manufacturer's specifications | 1 | $115,294.00 | $97,999.90 | $9,187.49 |
| | | | | **Miracle SUBTOTAL:** | $97,999.90 |
| | | | | **Miracle TOTAL:** | $97,999.90 |

UPC

UPC 329643000020647159

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| EQUIP8 | UPC Equipment<br>• Wale Head (needs crane to install)<br>• Whale Tail<br>• Sea Turtle with Eggs<br>• Sea Lion with Pup<br>• Starfish | 1 | $58,100.00 | $58,100.00 | $5,446.88 |
| | | | | **UPC SUBTOTAL:** | $58,100.00 |
| | | | | **UPC TOTAL:** | $58,100.00 |

Elephant Play EP SE26-038

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| EQUIP5 | Elephant Play Equipment<br>• The Mountain | 1 | $88,803.00 | $88,803.00 | $8,325.28 |
| | | | | **Elephant Play SUBTOTAL:** | $88,803.00 |
| | | | | **Elephant Play TOTAL:** | $88,803.00 |

Installation Services- Prevailing Wages 260204

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| B13 | Offload of equipment | 1 | $6,351.00 | $6,351.00 | $0.00 |
| B15 | Miracle equipment installation per 24-3563_Farallone View ES - Primary_007_DIM plan and manufacturer's specifications | 1 | $130,654.50 | $130,654.50 | $0.00 |
| | | | | **Installation Services SUBTOTAL:** | $137,005.50 |
| | | | | **Installation Services TOTAL:** | $137,005.50 |

Rubber/Turf Surfacing - Prevailing Wages 260204

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| C1 | Rubber Surfacing Install Only | 7,890 | $12.98 | $102,412.20 | $0.00 |
| C8 | Rubber Surfacing material only: (9' fall Height) (4" depth) over prepped area in 1/2 color with design | 7,890 | $19.47 | $153,618.30 | $14,401.72 |
| | | | | **Rubber/Turf Surfacing SUBTOTAL:** | $256,030.50 |
| | | | | **Rubber/Turf Surfacing TOTAL:** | $256,030.50 |

Design Fees

| Product Code | Description | Qty | Rate | Total | Estimated Tax ( if applicable) |
|---|---|---|---|---|---|
| BONDING | Bonding Fees | 1 | $20,929.72 | $20,929.72 | $0.00 |
| | | | | Design Fees SUBTOTAL: | $20,929.72 |
| | | | | Design Fees TOTAL: | $20,929.72 |

**Sub Total:** $658,868.62
**Freight:** $22,357.00
**Total Estimated Tax:** $37,361.37
**Grand Total:** $718,586.99

**Please confirm or edit order information below.**

**End User Company:**
Cabrillo Unified School District
**End User Contact:**
**End User Email:**

**Delivery Contact:**
**Delivery Email:**
**Delivery Phone:**
**Delivery Address:**

**Site Address:**
1100 Le Conte Ave

**Bill To Email:**

**Bill To:**

**Customer Reference #:**

Montara, CA

## Terms & Conditions

Applicable Territories: Colorado, Wyoming, Nebraska, Oregon, Washington, and California

### 1. Purchase Contract Terms

Acceptance of these terms is confirmed by signing the estimate/quote. The quote must be attached as an exhibit to any resulting contract or purchase order. Any other terms proposed by the client are considered material alterations and are void. Estimate valid for **30 days** from date of quote. Colors to be confirmed with your local sales representative.

### 2. Payment Terms

- Equipment: 50% deposit upon order, 50% balance Net 30 from ship date.
- Installation (if applicable): 25% deposit at time of equipment order, balance billed upon completion, Net 30.
- Credit Card Fee: 3.5% convenience fee.
- Retainage: Not accepted.
- Tax: Final tax added unless proper tax-exemption certificate is provided.

### 3. Lead Times & Scheduling

Lead times vary by manufacturer and product type and will be confirmed at the time of receipt of order acknowledgement by the manufacturer once all necessary documentation has been provided, deposit has been received, and order has been placed. A tentative installation schedule can be provided once all relevant factory order acknowledgements have been received. Please note – production and shipping lead time does not include installation lead time.

### 4. Tariff Contingency

Buyer agrees to reimburse for any tariffs, duties, or similar charges imposed after contract execution. Should new government tariffs be implemented or existing tariffs be modified prior to delivery that directly affects the quoted products, we reserve the right to adjust the price accordingly. Tariff fees will be on final bill.

### 5. Construction Services (If Applicable)

Excludes:

- Delivery & offloading
- Packaging disposal
- Site security/chain link temp fence
- Spoils removal off-site
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection
- Crane or heavy equipment services
- Utility locating
- Unforeseen site/digging conditions including civil scope outside of typical footing design (ex: drainage, etc.) capabilities, delegated design requirements, and any condition not specifically included in this proposal.

**Site Preparation Requirements**

- Stable, dry and soil compacted (95%), The installation site must be excavated and prepared to the specified depth and dimensions prior to mobilization. Subgrade drainage must not be installed prior to equipment installation. No loose-fill surfacing, or compacted aggregate subbase may be present in play pit prior to installation of play equipment unless otherwise quoted. If compacted aggregate subbase is not in Miracle Playsystems scope of work, it must be completed after playground installation and prior to PIP. Failure to meet these requirements may result in delays and additional charges.
- Less than 1% grade
- Accessible for labor and equipment
- Frozen ground conditions may impact construction schedule

### 6. General Exclusions

Unless specified, proposals do not include:

- Transporting materials to the jobsite from delivery site
- Installation
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection

- Crane or heavy equipment services
- Specialty trades
- Power supply
- Insurance above $1M/$2M per occurrence
- Permits, bonds
- Safety inspections
- Testing services
- DSA submittals and plan check services

### 7. Equipment Inspections

All equipment must be inspected upon delivery. Any missing or damaged parts must be reported immediately. Color discrepancies must be reported at the time of delivery; installation of equipment constitutes acceptance of all colors as delivered.

### 8. Foundation Guidelines For all Shade and Shelter Projects

Designs assume no adjacent structures or slopes unless otherwise qualified on bid. Additional engineering may be required for site-specific conditions. Client is responsible for providing current, site-specific geotechnical reports, site plans and civil drawings. Order may not be released to manufacturer without proper documentation. Manufacturers reserve the right to omit footing design from engineering package should unfavorable soils conditions or impact from adjacent structure foundations (or any other condition deemed appropriate by Manufacturer) be present in the provided geotechnical report, site plans or civil drawings. In the event Manufacture omits a footing design, the Client shall be solely responsible for retaining a qualified third-party engineer to provide a suitable foundation design. Note that final engineering will determine footing size. Larger footing sizes will result in an increased footing cost. If larger footing size is necessary, it will be acknowledged and addressed via change order prior to mobilization and footing installation.

### 9. Change Orders

All changes to the original scope of work must be documented in writing and signed by both parties before implementation. Change orders will include detailed descriptions of additional work, and revised pricing. Additional work may be billed at prevailing labor and material rates. No verbal authorization will be accepted. Client agrees to pay for any work performed without proper written authorization. Changes may affect delivery schedules and final completion dates.

### 10. Insurance

Includes General Liability and Workers Compensation. Waivers of subrogation or primary non-contributory endorsements incur additional costs.

### 11. Cancellation Policy

**Equipment Orders:** Orders may be cancelled within 48 hours of order acknowledgment without penalty. After 48 hours, cancellation is subject to a 25% restocking fee plus any costs incurred by manufacturer. Orders cannot be cancelled once production has begun - full payment required.

**Installation Services:** Installation may be cancelled up to 7 days prior to scheduled start date. Cancellations with less than 7 days' notice are subject to a minimum charge of $1,500 to cover mobilization costs and scheduling disruption.

**Deposits:** In case of client cancellation, deposits will be applied toward cancellation fees and restocking charges.

### 12. Remobilization

Pricing assumes single mobilization unless otherwise noted. Should Miracle Playsystems or its subcontractors be required to remobilize due to no fault of their own, a minimum remobilization fee of $3,500 per occurrence will be added to the final invoice.

### 13. Indemnity Clause

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s);

provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

**Colorado Provision**
To the extent permitted by applicable law and subject to the limitations imposed by the Colorado Constitution, including the Taxpayer's Bill of Rights (TABOR), the Client/Owner agrees to defend, indemnify, and hold harmless Miracle Playsystems in accordance with the indemnity obligations set forth above.

### 14. General Terms

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier. Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** James Barnes, Director of Educational Support Services
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Half Moon Bay High School Future Farmers of America Field Trip to the State LDE Finals for Spanish Creed in Fresno, California, on April 16-17, 2026

## BACKGROUND INFORMATION

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

## REPORT/PROPOSAL

Hana Lani Hanson, teacher and advisor of the Half Moon Bay High School Future Farmers of America (FFA), request approval for a field trip to Fresno, California, on April 16-17, 2026, to attend the State LDE Finals for Spanish Creed at the Fresno Convention Center.

Two students will attend the event, chaperoned by at least one certificated staff member. Transportation will be provided using Agricultural Department vehicle. They will stay at TownePlace Suites by Marriott Fresno Clovis, located at 580 W. Shaw Ave, Clovis, California 93612.

## FISCAL ANALYSIS

The field trip is funded by an agricultural grant.

## RECOMMENDATION

Approve as submitted.

***Prepared by:*** *Suzanne Pendergast*

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** James Barnes, Director of Educational Support Services
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Half Moon Bay High School Future Farmers of America Field Trip to Cal Poly State Finals Field Day in San Luis Obispo, California, on April 30-May 2, 2026

## BACKGROUND INFORMATION

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

## REPORT/PROPOSAL

Hana Lani Hanson and Sonia Myers, teachers and advisors of the Half Moon Bay High School Future Farmers of America (FFA), request approval for a field trip to San Luis Obispo, California, on April 30-May 2, 2026, to attend the Cal Poly State Finals Field Day.

Eight students will attend the event, chaperoned by at least 2 certificated staff members. Transportation will be provided using Agricultural Department vehicle. They will stay at Quality Suites Downtown San Luis Obispo, located at 1631 Monterey St., San Luis Obispo, California 93401.

## FISCAL ANALYSIS

The field trip is funded by an agricultural grant.

## RECOMMENDATION

Approve as submitted.

***Prepared by:*** *Suzanne Pendergast*

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Israel Castillo, Ed.M., Chief Academic Officer
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Boys and Girls Club of the Coastside for Summer Extended-Learning Programming 2026

## BACKGROUND INFORMATION

Boys and Girls Club of the Coastside (BGCC) is a leading provider of after-school academic support for middle and high school students on the San Mateo Coastside and offers a comprehensive after-school program focused on academic achievement, social-emotional support, sports, fitness, and enrichment opportunities. BGCC and CUSD have previously partnered to provide summer camp and after-school programming.

BGCC will continue to provide after-school programming—tutoring, mentoring, enrichment, and fitness—for approximately 20 rising 7th and 20 rising 8th grade students who need extended-learning during the Summer of 2026 for 22 days from June 11 to July 10, 2026.

## FISCAL ANALYSIS

The cost of the program will be $26,400 exactly to be paid with Extended Learning Opportunities Grant funding, no direct impact to the General Fund.

## RECOMMENDATION

Approve as submitted.

***Prepared by:*** *Josefina Infanzon*

MEMORANDUM OF UNDERSTANDING (MOU)
Between Cabrillo Unified School District (“District” or “CUSD”)
and the Boys & Girls Club of the Coastside (“Provider” or “BGCC”)

Summer Extended-Learning Programming – 2026

This Memorandum of Understanding (“MOU”) is entered into between Cabrillo Unified School District (“District” or “CUSD”) and the Boys & Girls Club of the Coastside (“Provider” or “BGCC”) to outline the parties’ mutual understanding regarding extended-learning programming for eligible students during Summer 2026.

1.) Purpose

The purpose of this MOU is to provide programming for rising 7th & 8th grade CUSD students who need extended-learning during the Summer of 2026.

2.) Estimated Enrollment

The parties understand that approximately 40 students will participate:

- 20 seventh-grade students
- 20 eighth-grade students

3.) Number of Program Dates, Daily Schedule, and Total Hourly Program Time

Program Dates (Summer 2026): 22 days.

- Thursday–Friday, June 11–12, 2026 (2 days)
- Monday–Friday, June 15–19, 2026 (5 days)
- Monday–Friday, June 22–26, 2026 (5 days)
- Monday–Friday, June 29–July 3, 2026 (5 days)
- Monday–Friday, July 6–10, 2026 (5 days)

Daily Schedule is 12:00 p.m. – 4:00 p.m. 4 hours per day.

Total Hourly Program Time: 22 days × 4 hours/day = 88 hours.

4.) Rate, Cost Basis Calculation, and Fixed Total Fee

Rate (for cost basis):

$7.50 per hour, per student
(consistent with BGCC’s overall summer, minimum, programming costs).

Cost Basis Calculation:

88 hours × $7.50/hour/student = $660 per student; 40 students × $660 = $26,400

Fixed Total Fee:

Notwithstanding the estimated enrollment, the parties agree the District will pay

the Provider a fixed total amount of $26,400 for the program described in this MOU, regardless of fluctuations in student participation or daily attendance, provided the provider delivers the program on the dates and times in Section 3.

5.) Roles and Responsibilities

The Boys & Girls Club of the Coastside will:

- Deliver programming during the days/times listed in Section 3.)
- Provide appropriate staffing, supervision, and a safe learning environment.
- Track daily attendance and maintain program records.
- Ensure staff meet applicable screening/background check requirements and supervision standards consistent with Provider policies and any applicable laws.

Cabrillo Unified School District will:

- Identify and refer eligible students and communicate expectations to participating families/guardians.
- Provide any required student information necessary to support participation, consistent with applicable privacy laws and CUSD policies.
- Designate one CUSD point of contact for coordination with BGCC.

6.) Invoicing and Payment Terms

- Total amount: $26,400 (fixed fee).
- BGCC will invoice the District on Monday, July 13, 2026, after the program has ended.
- CUSD will remit payment on or before 30 days (on or before Monday, August 3rd, 2026) of digital, or in person, receipt of a correct invoice.

7.) Confidentiality and Student Privacy

The parties will comply with applicable student privacy requirements (including FERPA, as applicable) and will share student information only as necessary to operate the program and only through approved methods.

8.) Non-Discrimination

Both parties agree to operate the program in a manner consistent with applicable federal and California non-discrimination laws and policies.

9.) Term and Termination

Term: This MOU is effective from June 11, 2026 through July 10, 2026 (or completion of program closeout), unless terminated earlier.

Termination: Either party may terminate this MOU with 15 days written notice. If terminated, the parties will work in good faith to ensure an orderly transition. Payment obligations, if any, will be addressed in a written closeout agreement signed by both parties.

10.) Insurance and Liability

Each party will maintain insurance customary for its operations. Each party is responsible for the acts and omissions of its own employees, agents, and volunteers, to the extent permitted by law.

11.) Governing Law

This MOU will be governed by and construed in accordance with the laws of the State of California.

12.) Points of Contact

District Contact:
Name/Title: Israel Castillo/Chief Academic Officer of Educational Services
Email/Phone: castilloi@cabrillo.k12.ca.us/650-667-1932

Provider Contact:
Name/Title: Mark Newton/Executive Director
Email/Phone: mark@bgccoastside.org/650.208.2188

13.) Entire Understanding; Amendments

This MOU reflects the parties' current understanding regarding Summer 2026 programming described herein. Any amendments must be in writing and signed by both parties.

Signatures

Cabrillo Unified School District
Signature: _____
Name/Title: _____
Date: _____

Boys & Girls Club of the Coastside
Signature: Mark Newton
Name/Title: Mark Newton/Executive Director
Date: March 4th, 2026

# CABRILLO UNIFIED SCHOOL DISTRICT

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**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
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Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Lia Ferrero, Senior Human Resources Administrator
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Certificated Personnel Report

## BACKGROUND INFORMATION

1. **RETIREMENT**

   Debra McGibbon, TK Teacher, Farallone Elementary, effective June 5, 2026 - *revised*

## FISCAL ANALYSIS

The fiscal impact will be reflected in the next budget revision

## RECOMMENDATION

Staff recommends the approval of the April 9, 2026, Certificated Personnel Report as submitted.

***Prepared by:*** *Erick Perez*

# CABRILLO UNIFIED SCHOOL DISTRICT

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Lia Ferrero, Senior Human Resources Administrator
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Classified Personnel Report

## BACKGROUND INFORMATION

1. **PROMOTION**

   Gemma Olivares, formerly Food Service Assistant, Hatch Elementary, promoted to Paraprofessional Special Education II, Hatch Elementary, effective March 30, 2026

2. **RESIGNATION**

   Haley Mulderick, Preschool Educator, Los Listos, effective March 24, 2026

3. **RETIREMENT**

   Margie Galvan, Food Service Assistant, El Granada Elementary, effective June 5, 2026

## FISCAL ANALYSIS

The fiscal impact will be reflected in the next budget revision

## RECOMMENDATION

Staff recommends the approval of the April 9, 2026, Classified Personnel Report as submitted.

***Prepared by:*** *Erick Perez*

# CABRILLO UNIFIED SCHOOL DISTRICT

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Consent/Information
**ITEM TITLE:** CUSD Enrollment Report

## BACKGROUND INFORMATION

School district funding is directly related to the number and type of students each district serves. Under the Local Control Funding Formula (LCFF) funding mechanism, funding targets are based on student characteristics and overall enrollment. The LCFF funding targets consist of grade span-specific base grants, as well as supplemental and concentration grants, which are calculated based on student demographic factors. The chart presented illustrates CUSD enrollment and is provided for informational purposes only.

## REPORT/PROPOSAL

2025-26 Enrollment Report Period 7.

## FISCAL ANALYSIS

Enrollment data is entered into the LCFF calculator for funding purposes.

## RECOMMENDATION

Receive the CUSD Enrollment Report as submitted.

***Prepared by:*** *Holly Lynne*

**CABRILLO UNIFIED SCHOOL DISTRICT**
**2025-26 SCHOOL YEAR**
**ENROLLMENT REPORT**

**School Month No. 7** **Date: 3/6/2026**

| Grade | El Granada | Farallone View | Hatch | Kings Mountain | Cunha | Half Moon Bay High | Pilarcitos | Home & Independent Study | TOTALS |
|---|---|---|---|---|---|---|---|---|---|
| **TK** | 39 | 29 | 56 | 4 | - | - | - | 0 | 128 |
| **K** | 46 | 35 | 85 | 2 | - | - | - | 0 | 168 |
| **1** | 44 | 20 | 68 | 7 | - | - | - | 0 | 139 |
| **2** | 55 | 28 | 88 | 8 | - | - | - | 0 | 179 |
| **3** | 51 | 26 | 94 | 8 | - | - | - | 0 | 179 |
| **4** | 40 | 26 | 78 | 10 | - | - | - | 0 | 154 |
| **5** | 52 | 31 | 78 | 2 | - | - | - | 0 | 163 |
| **6** | - | - | - | - | 145 | - | - | 0 | 145 |
| **7** | - | - | - | - | 179 | - | - | 1 | 180 |
| **8** | - | - | - | - | 160 | - | - | 0 | 160 |
| **9** | - | - | - | - | - | 194 | 0 | 0 | 194 |
| **10** | - | - | - | - | - | 210 | 4 | 3 | 217 |
| **11** | - | - | - | - | - | 187 | 17 | 4 | 208 |
| **12** | - | - | - | - | - | 238 | 15 | 11 | 264 |
| **TOTAL ENROLLMENT** | **327** | **195** | **547** | **41** | **484** | **829** | **36** | **19** | **2478** |

**PRIOR YEAR COMPARISON**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Total Enrollment as of 03/07/25** | 329 | 173 | 550 | 46 | 519 | 882 | 37 | 23 | 2559 |
| **Difference between 03/07/25 Total Enrollment and 03/06/26 Total Enrollment** | **-2** | **22** | **-3** | **-5** | **-35** | **-53** | **-1** | **-4** | **-81** |

**PRIOR MONTH COMPARISON**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Total Enrollment as of 02/06/26** | 329 | 196 | 554 | 41 | 485 | 828 | 37 | 19 | 2489 |
| **Difference between 02/06/26 Total Enrollment and 03/06/26 Total Enrollment** | **-2** | **-1** | **-7** | **0** | **-1** | **1** | **-1** | **0** | **-11** |

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Donations to Cabrillo Unified School District

## BACKGROUND INFORMATION

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

The Governing Board routinely reviews the monthly donation reports.

## REPORT/PROPOSAL

Summary Site Donations 4.09.2026.

## FISCAL ANALYSIS

There is no financial impact on the General Fund.

## RECOMMENDATION

Approve as submitted.

***Prepared by:*** *Holly Lynne*

**April 9, 2026 Board Meeting**
**Summary Site Donations**

| Site | Items | Donor | Amount | Site Total Donations |
|---|---|---|---|---|
| HMBHS | Money for the Aaron McGregor Memorial Scholarship | Diane M. Ross & Dale W. Ross | $250 | |
| HMBHS | Donation of art supplies | Dimitri Arapoff and Nikan Arapoff | $2,119 | |
| | | | | $2,369 |

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
**CATEGORY:** Consent/Information
**ITEM TITLE:** Information on Warrant Register Processed

## BACKGROUND INFORMATION

In alignment with Education Code 52631, Cabrillo Unified School District (CUSD) presents all payments from the CUSD funds on forms prescribed by the San Mateo County Superintendent of Schools (ERP).

## REPORT/PROPOSAL

Staff hereby presents to the CUSD Board the warrants processed from March 1, 2026, to March 31, 2026. Certain names have been redacted from this document to protect privacy and maintain confidentiality.

## FISCAL ANALYSIS

The register of warrants processed by CUSD indicates all CUSD financial activity. The total warrant/ETF amount for the month of March 2026 is $2,258,288.19.

## RECOMMENDATION

Receive the warrant register processed for the March 2026 period.

***Prepared by:*** *Holly Lynne*

**Checks Dated 03/01/2026 through 03/31/2026** **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 753868 | 03/02/2026 | American Portables | 21-9721-4300 | HMBHS Fencing Project | | 488.99 |
| 753869 | 03/02/2026 | Custom Ink | 01-6010-4300 | Dolphin Club Staff Supplies | | 274.86 |
| 753870 | 03/02/2026 | Sierra School Equipment Co | 21-9711-4400 | Hatch Classroom Storage | | 15,859.10 |
| 753871 | 03/02/2026 | Valencia's Painting | 21-9721-6200 | Exterior Painting Cunha MU | | 16,600.00 |
| 753872 | 03/02/2026 | VANIR CONSTRUCTION MANAGEMENT | 21-9711-5800 | Bond Project Management Services | | 81,745.50 |
| 753873 | 03/02/2026 | CIS INC | 21-9711-6140 | El Granada Phase II Temporary Housing | 14,850.00 | |
| | | | 21-9711-6290 | FV Inspection Services | 3,930.00 | 18,780.00 |
| 753874 | 03/02/2026 | Consolidated Engineering Lab | 21-9711-6240 | El Granada Modernization Phase II Inspections | 3,565.00 | |
| | | | | FVES Building A | 756.00 | 4,321.00 |
| 753875 | 03/02/2026 | F.i.t. Environmental Services | 21-9711-5800 | EGES Building K | | 14,980.00 |
| 753876 | 03/02/2026 | Quattrocchi Kwok Architects | 21-9711-6210 | Architect Fees for EG ES Pre-K Portables | 7,312.50 | |
| | | | | Architect Fees for EG ES Swing Space Portable | 2,361.00 | |
| | | | | Architect Fees for EG Modernization Phase II | 35,665.56 | |
| | | | | EG Phase I Architect Fees | 7,824.89 | 53,163.95 |
| 753877 | 03/02/2026 | WORTHINGTON DIRECT | 01-7032-6400 | Lunch Tables for Hatch Elementary | 25,000.00 | |
| | | | 40-9012-6400 | Lunch Tables for Hatch Elementary | 24,509.50 | 49,509.50 |
| 754201 | 03/03/2026 | CIS INC | 21-9711-6140 | El Granada Phase II Temporary Housing | | 12,600.00 |
| 754202 | 03/03/2026 | Consolidated Engineering Lab | 21-9711-6240 | FVES Building A | | 248.40 |
| 754203 | 03/03/2026 | CRAM-A-LOT J.V. MANUFACTURING INC | 21-9711-5800 | EGES Trash Compactor | | 5,374.38 |
| 754204 | 03/03/2026 | Quattrocchi Kwok Architects | 21-9711-6210 | Architect Fees for EG Modernization Phase II | | 64,176.06 |
| 754844 | 03/05/2026 | Atkinson Andelson Loya Ruud & Romo | 01-0000-5200 | Public Records Act Webinar Series | | 249.00 |
| 754845 | 03/05/2026 | BAUTISTA, MAYLIN | 01-2600-4300 | ELOP Soccer camp pizza for kids | | 43.94 |
| 754846 | 03/05/2026 | BICKFORD, ANDREW P | 01-6770-4300 | Andrew Bickford - Vapa Grant Reimbursement | | 366.26 |
| 754847 | 03/05/2026 | Bridge Wireless | 01-0000-4300 | 3 radios and programing for new buses | | 4,386.76 |
| 754848 | 03/05/2026 | Ca. Association Ffa | 01-7010-4300 | FFA Membership | | 3,060.00 |
| 754849 | 03/05/2026 | Cdw Education | 01-0000-4300 | Chrome Gopher Premium 1 year License | | 1,130.00 |
| 754850 | 03/05/2026 | David's Bagels | 13-5310-4712 | Bagels for HS | | 253.00 |
| 754851 | 03/05/2026 | E-rate Online Llc | 01-0000-5800 | USF Filing Services | | 3,750.00 |
| 754852 | 03/05/2026 | EWELL EDUCATIONAL SERVICES INC | 01-6387-5200 | FFA - State Officer Training | | 200.00 |
| 754853 | 03/05/2026 | HANSON, HANA LANI J | 01-0331-4300 | Ag Supplies | | 74.23 |
| 754854 | 03/05/2026 | JM COACH SOCCER LLC | 01-2600-5800 | ELOP Scholarships | | 7,200.00 |
| 754855 | 03/05/2026 | MYERS, SONIA | 01-7370-4300 | Floral Conference | | 604.18 |
| 754856 | 03/05/2026 | Ncboa C/o Eric Madia | 01-9335-5800 | Basketball Referees | | 2,754.00 |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

**Checks Dated 03/01/2026 through 03/31/2026** **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 754857 | 03/05/2026 | Neil A. Kjos Music Company | 01-9547-4300 | Music Books for Mr. Anderson's Class | | 174.00 |
| 754858 | 03/05/2026 | Nob Hill Catering | 13-5310-4710 | Lunch:Hatch,ElGranad,Farallone.KMtn & Cunha | | 40,799.40 |
| 754859 | 03/05/2026 | Peninsula Truck Repair Inc | 01-9723-5603 | Bus services and repairs | | 2,680.72 |
| 754860 | 03/05/2026 | RELIAS LLC | 11-3926-4300 | Instructional support | | 126.84 |
| 754861 | 03/05/2026 | RIORDAN, SEAN P | 01-6387-5200 | Reimb. - Sean Riordan Welding Camp | | 802.88 |
| 754862 | 03/05/2026 | Rotary Club Of Half Moon Bay | 01-0000-5300 | Rotary Club Membership - OPEN | | 50.00 |
| 754863 | 03/05/2026 | SHRED WORKS INC. | 01-0000-5800 | Shredding Service | | 47.00 |
| 754864 | 03/05/2026 | Sound And Signal | 01-8150-5603 | Alarm Repairs and Services | | 234.08 |
| 754865 | 03/05/2026 | Southern Counties Lubricants, LLC | 01-9723-4300 | Fuel and diesel supply for District transportation | | 1,472.39 |
| 754866 | 03/05/2026 | Steven Melo Inc | 01-8150-5603 | Weed Abatement – All Sites & Properties | | 18,500.00 |
| 754867 | 03/05/2026 | U.s Bancorp Service Center | 01-0000-4300 | Israel's CC Billing Statement FEB 2026 | 61.90 | |
| | | | | Ramon's CC Billing statement Jan 2026 | 19.78 | |
| | | | 01-0111-4300 | Israel's CC Billing Statement FEB 2026 | 2,771.07 | |
| | | | 01-0111-5200 | Israel's CC Billing Statement FEB 2026 | 349.83 | |
| | | | 01-6387-5200 | Hana's CC Billing Statement FEB 2026 | 1,027.80 | |
| | | | 01-7010-5200 | Hana's CC Billing Statement FEB 2026 | 3,015.64 | |
| | | | 01-9538-4300 | Hana's CC Billing Statement FEB 2026 | 122.87 | 7,368.89 |
| 754868 | 03/05/2026 | VIRGEN RUIZ, NANCY | 01-0700-5200 | Mileage reimb for Feb 2026 | | 1.31 |
| 754869 | 03/05/2026 | Pacific Gas And Electric | 01-0000-5502 | Open PO for District PG&E | | 65,041.92 |
| 755459 | 03/09/2026 | Amazon Capital Services | 01-0000-4300 | 25-26 Supply Purchases for IT | 850.68 | |
| | | | | Amazon open PO for HR | 264.58 | |
| | | | | Office Supplies for Business Department | 124.01 | |
| | | | 01-0101-4300 | Items for D-1A | 42.32 | |
| | | | | Items for SDC class | 54.34 | |
| | | | | Supplies for KB D1-A | 69.01 | |
| | | | | Supplies for Office/SPED | 59.24 | |
| | | | 01-0105-4300 | PBIS, Office, and Yard | 113.80 | |
| | | | 01-0111-4200 | Contact Protective Liners to cover books - Library | 62.61 | |
| | | | 01-0111-4300 | PBIS, Office, and Yard | 61.72 | |
| | | | 01-0211-4300 | Megaphones for Office | 86.86 | |
| | | | | Office Supplies | 93.96 | |
| | | | 01-0331-4300 | Supplies | 82.52 | |
| | | | | Supplies for Office | 198.06 | |
| | | | | Toner for Library Printers | 190.88 | |
| | | | 01-2600-4300 | ELOP Materials | 1,467.24 | |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 03/01/2026 through 03/31/2026** **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 755459 | 03/09/2026 | Amazon Capital Services | 01-3010-4300 | Pre-Sharpened Pencils for State Testing | 56.41 | |
| | | | 01-6010-4300 | AMAZON SUPPLIES FOR DC | 499.02 | |
| | | | 01-6387-4300 | Open PO - AG Dept | 820.15 | |
| | | | 01-6500-4300 | Open PO for Low Incidence Student needs | 62.57 | |
| | | | | Open PO to purchase office supplies from Amazon | 663.91 | |
| | | | 01-6547-4300 | Helmets for the students | 187.98 | |
| | | | 01-8150-4300 | Office Supplies for transportation | 185.71 | |
| | | | 01-9450-4200 | Novels for English | 248.50 | |
| | | | 01-9538-4300 | Open PO - Valhalla Grant | 378.93 | |
| | | | 01-9580-4300 | Supplies for World Language Dept | 98.92 | |
| | | | 11-6391-4300 | Instructional Supplies | 381.23 | |
| | | | 12-6105-4300 | CSPP Materials | 856.00 | |
| | | | 13-5310-4300 | Amazon open PO for Food Service (Supplies) | 77.59 | |
| | | | 13-7028-4300 | Amazon open PO for Food Service (Kit Funds) | 35.15 | 8,373.90 |
| 755460 | 03/09/2026 | ARCADIO'S PRODUCE INC. | 13-5310-4710 | Milk & Produce for HS | 114.00 | |
| | | | 13-5310-4712 | Milk & Produce for HS | 88.50 | 202.50 |
| 755461 | 03/09/2026 | Big Creek Lumber | 01-8150-4300 | District Office Maintenance Dept. Open P.O.2025-26 | | 221.90 |
| 755462 | 03/09/2026 | Cascade Healthcare Services | 01-0000-5800 | CPR Staff Training | | 5,850.00 |
| 755463 | 03/09/2026 | Cdw Education | 01-0000-4300 | Invoice from PO 240304 | | 10,231.50 |
| 755464 | 03/09/2026 | Cintas | 01-8150-5603 | Uniform Cleaning Services and rental. | | 271.36 |
| 755465 | 03/09/2026 | CLARK PEST CONTROL | 01-8150-5800 | District-Wide Pest Control Services | | 308.00 |
| 755466 | 03/09/2026 | DOIDGE, CAROLINE E | 01-6500-5200 | Mileage reimb for FEB 2026 | | 69.60 |
| 755467 | 03/09/2026 | Esbro Chemical | 01-8150-4300 | Chemical Supplies for High School Pool | | 2,194.08 |
| 755468 | 03/09/2026 | EZEQUIEL DOLORES TORRES | 01-8150-5603 | Gutter Guards for all school sites | | 5,500.00 |
| 755469 | 03/09/2026 | Fedex DEPT LA | 01-0111-4300 | Blick order delivery | | 207.00 |
| 755470 | 03/09/2026 | FELTS, BRYAN M | 01-9538-5200 | Mileage reimb for FEB 2026 | | 174.00 |
| 755471 | 03/09/2026 | Gold Star Foods Inc. | 01-2600-4300 | ELOP Snacks | 860.79 | |
| | | | 13-5310-4710 | Misc Food for all sites | 2,038.43 | |
| | | | 13-5310-4711 | Misc Food for all sites | 71.24 | |
| | | | 13-5310-4712 | Misc Food for all sites | 704.98 | 3,675.44 |
| 755472 | 03/09/2026 | Grainger Inc. | 01-6383-4300 | OPEN PO - Riordan | | 148.34 |
| 755473 | 03/09/2026 | Half Moon Bay Speech Inc | 01-6500-5867 | Reissue check 749424 | | 26,312.00 |
| 755474 | 03/09/2026 | Hmb Smog | 01-9723-5603 | Transportation Smog Check & Repair Services | | 668.64 |

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**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 755475 | 03/09/2026 | Julia Keller | 01-0000-5200 | WASC Mileage Reimb | | 124.70 |
| 755476 | 03/09/2026 | Laura Dutch | 01-0000-5200 | WASC Mileage Reimb | | 104.11 |
| 755477 | 03/09/2026 | LearnUp Centers | 01-6500-5800 | Reissue check 713402 | 3,565.00 | |
| | | | | Reissue check 725509 | 160.00 | 3,725.00 |
| 755478 | 03/09/2026 | Lopez Fence | 01-8150-5603 | Fencing Installation and Repairs | | 5,942.57 |
| 755479 | 03/09/2026 | Metlife Small Market | 01- -9564 | MetLife Billing | | 763.00 |
| 755480 | 03/09/2026 | Mobile Modular Mgmt Corp | 25-9010-5600 | Open PO Lease for Spec needs portable at HS | | 1,139.05 |
| 755481 | 03/09/2026 | Occupational Health Centers Of California - A Medical Corp | 01-9723-5800 | Transportation Department Physical Exam | | 146.00 |
| 755482 | 03/09/2026 | Odp Business Solutions | 01-0000-4300 | HR supply order | | 32.33 |
| 755483 | 03/09/2026 | Paulo's Auto Care | 01-8150-5603 | Vehicle Repair & Maintenance Services | | 219.81 |
| 755484 | 03/09/2026 | Recology Of The Coast | 01-0000-5504 | Open PO for Recology of the Coast 25-26 | | 712.02 |
| 755485 | 03/09/2026 | Republic Services #925 | 01-0000-5504 | Waste Disposal, All Sites 25-26 | | 3,927.87 |
| 755486 | 03/09/2026 | Ricoh Usa Inc | 01-0000-5601 | Open PO for Ricoh Machine Lease 25-26 | | 4,817.26 |
| 755487 | 03/09/2026 | SCHOOL FACILITY CONSULTANTS | 21-9711-5800 | Open Purchase Order for School Facility Cons. | | 1,290.00 |
| 755488 | 03/09/2026 | Sci Consulting Group | 01-0000-5800 | Measure I parcel tax administration | | 3,727.58 |
| 755489 | 03/09/2026 | Spork Food Hub - Fiery Ginger | 01-7810-4300 | Produce for Grant | | 1,187.68 |
| 755490 | 03/09/2026 | Straw Hat Pizza | 13-5310-4710 | Pizza | 47.97 | |
| | | | | School Lunches | 543.66 | 591.63 |
| 755491 | 03/09/2026 | Sysco - San Francisco | 01-2600-4300 | Sysco - ELOP snacks | 476.54 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 716.54 | 1,193.08 |
| 755492 | 03/09/2026 | TOCHER, HOPI C | 01-0000-5200 | Mileage reimb for Jan 2026 | | 73.95 |
| 755493 | 03/09/2026 | Trade Credit Services Hassett Hardware | 01-0000-4300 | Building Supplies for MOT Dept. | 324.00 | |
| | | | 01-8150-4300 | Building Supplies for MOT Dept. | 2,944.65 | 3,268.65 |
| 755494 | 03/09/2026 | Amazon Capital Services | 01-0000-4300 | 25-26 Supply Purchases for IT | 3,147.94 | |
| | | | | Amazon open PO for HR | 646.00 | |
| | | | | Office Supplies for Business Department | 121.51 | |
| | | | 01-0101-4300 | Mid Year Supplies Order | 1,290.20 | |
| | | | | Office Supplies | 193.82 | |
| | | | | Supplies for Kinder Enrichment Program | 56.01 | |
| | | | 01-0103-4300 | Supplies | 849.00 | |
| | | | 01-0105-4300 | Health & Office | 171.20 | |
| | | | | PBIS, Office, and Yard | 717.72 | |
| | | | 01-0111-4300 | Office materials for Ed Department | 244.29 | |
| | | | | PBIS, Office, and Yard | 53.15 | |
| | | | 01-0331-4300 | Supplies for Office | 864.54 | |

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**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 755494 | 03/09/2026 | Amazon Capital Services | 01-0331-4300 | Supplies for World Language Dept | 87.21 | |
| | | | | Supplies for World Language Dept - Games | 109.20 | |
| | | | 01-2600-4300 | ELOP Materials | 812.45 | |
| | | | 01-6010-4300 | AMAZON SUPPLIES FOR DC | 276.59 | |
| | | | 01-6500-4300 | Open PO to purchase office supplies from Amazon | 260.95 | |
| | | | 01-8150-4300 | Office Supplies for transportation | 1,991.03 | |
| | | | 01-9542-4300 | Kid safe sporks | 157.32 | |
| | | | | Weighted Blankets for Students Needs | 131.20 | |
| | | | 11-6391-4300 | Instructional Supplies | 56.60 | |
| | | | 13-7028-4300 | Amazon open PO for Food Service (Kit Funds) | 104.37 | 12,342.30 |
| 755837 | 03/10/2026 | Amazon Capital Services | 01-6500-4300 | Open PO for Low Incidence Student needs | 38.41 | |
| | | | 12-6105-4300 | CSPP Materials | 23.00 | 61.41 |
| 755838 | 03/10/2026 | Sara [redacted] | 01-6500-5100 | Open PO to reimburse [redacted] 2024 | 1,637.50 | |
| | | | | Open PO to reimburse [redacted] 2025 | 1,625.00 | 3,262.50 |
| 756416 | 03/12/2026 | Sara [redacted] | 01-6500-5100 | Open PO to reimburse [redacted] 2024-25 SY | 14,009.00 | |
| | | | | PO to reimburse [redacted] 2023 | 1,500.00 | |
| | | | | PO to reimburse [redacted] 23-24 | 17,000.00 | 32,509.00 |
| 756417 | 03/12/2026 | RODAN BUILDERS INC | 21-9701-6200 | El Granada Phase II | | 1,090,976.47 |
| 756418 | 03/12/2026 | DBA Collaborative Ed Advisors | 01-6388-5800 | CUSD K12SWP R7 2024-27 MOU board approve 8-21-25 | | 40,000.00 |
| 756419 | 03/12/2026 | Albertsons \| Safeway | 01-0000-4300 | HR Billing MARCH 2026 | 49.35 | |
| | | | 01-2600-4300 | Safeway 25/26 | 309.67 | |
| | | | 01-6010-4300 | DC Billing MARCH 2026 | 584.62 | |
| | | | 13-5310-4710 | FS Billing MARCH 2026 | 37.19 | |
| | | | 13-5310-4712 | FS Billing MARCH 2026 | 27.96 | 1,008.79 |
| 756420 | 03/12/2026 | Amazon Capital Services | 01-0107-4300 | school supplies | 411.95 | |
| | | | 01-0331-4300 | Personalized Pencils, Dry Erase Marker Erasers | 5.54 | |
| | | | | Supplies for Office | 58.27 | 475.76 |
| 756421 | 03/12/2026 | BENDANA, LIZETH M | 01-0335-4300 | Reimbursement for Lizeth Bendana | 214.36 | |
| | | | 01-7339-4300 | Reimbursement for Lizeth Bendana | 646.79 | |

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**Checks Dated 03/01/2026 through 03/31/2026** **Board Meeting Date April 9, 2026**

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|---|---|---|---|---|---|---|
| 756421 | 03/12/2026 | BENDANA, LIZETH M | 01-9665-4300 | Open PO - RJ Supplies for Trainings | 313.38 | 1,174.53 |
| 756422 | 03/12/2026 | California Water Service | 01-0000-5503 | KM Water Bill | | 511.62 |
| 756423 | 03/12/2026 | Coastside County Water Distric | 01-0000-5503 | Coastside County Water | | 8,351.28 |
| 756424 | 03/12/2026 | D1 SFSRA | 01-9335-5800 | Soccer Referees | | 6,604.00 |
| 756425 | 03/12/2026 | Dannis Woliver Kelley Accounts Receivable | 01-0000-5810 | LEGAL SERVICES DECEMBER2025 | 19,996.05 | |
| | | | | LEGAL SERVICES JANUARY2026 | 7,490.00 | |
| | | | | LEGAL SERVICES NOVEMBER2025 | 2,518.91 | |
| | | | | LEGAL SERVICES OCTOBER2025 | 15,418.13 | |
| | | | 21-9711-5810 | LEGAL SERVICES JANUARY2026 | 976.50 | |
| | | | | LEGAL SERVICES NOVEMBER2025 | 1,106.00 | |
| | | | | LEGAL SERVICES OCTOBER2025 | 276.50 | 47,782.09 |
| 756426 | 03/12/2026 | Ellen Silva Creative Services | 01-6770-4300 | Open PO for Ellen Silva, Creative Services | | 400.00 |
| 756427 | 03/12/2026 | FERRERO, LIA R | 01-0000-4300 | Reimbursement for Lia Ferrero | | 120.00 |
| 756428 | 03/12/2026 | Julia Keller | 01-0000-4300 | WASC Dinner MARCH2026 | | 21.39 |
| 756429 | 03/12/2026 | Kathryn Strauss | 01-0000-5800 | Website Consultant Contract | | 4,900.00 |
| 756430 | 03/12/2026 | Kis | 21-9721-6400 | Alarms for EG campus | | 6,509.87 |
| 756431 | 03/12/2026 | Laura Dutch | 01-0000-4300 | reimbursement for WASC travel | 21.39 | |
| | | | 01-0000-5200 | reimbursement for WASC travel | 17.00 | 38.39 |
| 756432 | 03/12/2026 | Peterson Trucks | 01-9723-5603 | Bus, Truck Repair & Service Parts | | 9,652.76 |
| 756433 | 03/12/2026 | Powerschool Group Llc | 01-0111-5800 | PowerSchool Payment | 8,988.54 | |
| | | | | PS Attendance Custom Configuration | 6,900.00 | 15,888.54 |
| 756434 | 03/12/2026 | Primo Brands BlueTriton Brands, Inc. | 01-2600-4300 | Water Delivery | | 270.71 |
| 756435 | 03/12/2026 | Quadient | 01-0331-4300 | Sealing Liquid for Envelope Machine | | 89.00 |
| 756436 | 03/12/2026 | Total School Solutions | 01-0000-5800 | professional services | | 6,134.96 |
| 756437 | 03/12/2026 | Trade Credit Services Hassett Hardware | 01-3550-4300 | OPEN PO for Hassett - Riordan | | 401.09 |
| 756438 | 03/12/2026 | TREANOR, AMY K | 01-0331-4300 | Math Dept Purchases | | 1,337.56 |
| 756439 | 03/12/2026 | United Coach Tours Tcp #22302 | 01-6388-5210 | Transportation @ SMCOE for CTE Classes | | 4,290.00 |
| 757119 | 03/16/2026 | Amazon Capital Services | 01-0101-4300 | Mid-Year supply replenishment | 1,323.94 | |
| | | | 01-6770-4300 | VAPA Supplies | 174.92 | |
| | | | 01-9538-4300 | CEF Grant Distribution - Mailie Springer | 86.78 | 1,585.64 |
| 757120 | 03/16/2026 | Atkinson Andelson Loya Ruud & Romo | 01-6500-5810 | Open PO to pay AALRR for lawyer fees for 2025-26sy | | 6,872.50 |
| 757121 | 03/16/2026 | Caroline Morton | 01-6500-5800 | Open PO to pay Caroline Morton for Supervision | | 4,500.00 |
| 757122 | 03/16/2026 | Christina Frediani | 01-9538-5800 | Real Life Learning CEG SIG 2025-26 | | 3,500.00 |
| 757123 | 03/16/2026 | Comcast | 01-0000-5902 | Open PO for Comcast | | 17,576.28 |
| 757124 | 03/16/2026 | COUNTY OF SAN MATEO BHRS ATTN: JUSTIN WONG | 01-3327-5800 | Open PO for BHRS from San Mateo County for 2025-26 | | 7,000.00 |

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**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

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|---|---|---|---|---|---|---|
| 757125 | 03/16/2026 | Eichler Associates, Inc. | 01-9663-5800 | CONSULTING FEB2026 | 4,180.00 | |
| | | | | CONSULTING JAN2026 | 2,280.00 | 6,460.00 |
| 757126 | 03/16/2026 | Half Moon Bay Speech Inc | 01-6500-5867 | Open PO to contract [redacted] for the 2025-26 SY | | 11,700.00 |
| 757127 | 03/16/2026 | NICOLE [redacted] | 01-6500-5864 | Open PO for PT s[redacted] | | 4,480.00 |
| 757128 | 03/16/2026 | On Point Language Solutions | 01-0111-5800 | Interpretation Services for CUSD Schools | 883.90 | |
| | | | 01-6500-5800 | Open PO for SPED to rec'v Interpreting from Onpoin | 2,405.00 | 3,288.90 |
| 757129 | 03/16/2026 | Opening Technologies | 01-8150-4300 | Supplies, Locks, Doors and Repairs | | 1,007.37 |
| 757130 | 03/16/2026 | Pacific Autism Learning Serv | 01-6500-5800 | Open PO for PALS to provide behavior for [redacted] | | 8,578.35 |
| 757131 | 03/16/2026 | Pacifica Community Television | 01-0000-5800 | Board Meetings Broadcasting/Recording - OPEN | | 400.00 |
| 757132 | 03/16/2026 | Republic Services #925 | 01-0000-5504 | Waste Disposal, All Sites 25-26 | | 1,953.04 |
| 757133 | 03/16/2026 | San Joaquin C.O.E Program Business Service | 01-6500-5800 | Open PO tp pay for SJCOE MediCal Billing services | | 9.00 |
| 757134 | 03/16/2026 | Serra Yellow Cab | 01-6500-5863 | Open PO for Serra Yellow Cab to transport 2025-26 | | 8,280.00 |
| 757135 | 03/16/2026 | Soliant | 01-6500-5867 | Open PO for SLP - [redacted] for 2025-26 SY | | 9,937.50 |
| 757136 | 03/16/2026 | The Speech Pathology Group | 01-6500-5867 | Open PO to contract with SPG for the 2025-26 SY | | 37,149.63 |
| 757137 | 03/16/2026 | Toni [redacted] | 01-6500-5200 | Open PO to reimburse transportation for [redacted] | | 282.75 |
| 757138 | 03/16/2026 | Trade Credit Services Hassett Hardware | 01-8150-4300 | Building Supplies for MOT Dept. | | 110.24 |
| 757139 | 03/16/2026 | TTF HOLDINGS LOCKBOX | 01-6500-5867 | Open Po for Speech Services from ProCare Therapy | | 5,779.68 |
| 757140 | 03/16/2026 | United Coach Tours Tcp #22302 | 01-0111-5210 | Bus for Field Trip | | 1,375.00 |
| 757141 | 03/16/2026 | Wps | 01-6500-4300 | PO to purchase online protocols from WPS | | 375.00 |
| 757142 | 03/16/2026 | Gold Star Foods Inc. | 13-5310-4790 | Misc Food for all sites | | 62.50 |
| 757143 | 03/16/2026 | Orkin | 13-5310-5800 | Pest Control | | 192.12 |
| 757144 | 03/16/2026 | Smcsig | 01-0000-5810 | Claim# 1992-00010 | | 30,561.13 |
| 757145 | 03/16/2026 | Spork Food Hub - Fiery Ginger | 01-7810-4300 | Produce for Grant | | 1,695.20 |
| 757146 | 03/16/2026 | Sysco - San Francisco | 13-5310-4300 | Ala Carte Market Foods & Supplies | 500.48 | |
| | | | 13-5310-4710 | Ala Carte Market Foods & Supplies | 1,049.64 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 887.91 | 2,438.03 |
| 757147 | 03/16/2026 | U.s Bancorp Service Center | 01-6383-5200 | Fastrak Charges on DO CC | 48.00 | |
| | | | 01-6387-5200 | Welding Camp - Car Rental | 453.21 | |

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ESCAPE ONLINE

**Checks Dated 03/01/2026 through 03/31/2026** **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 757147 | 03/16/2026 | U.s Bancorp Service Center | 01-9723-4300 | Fastrak Charges on DO CC | 12.00 | 513.21 |
| 757148 | 03/16/2026 | At&t Mobility | 01-0000-5901 | Open PO for AT&T Mobility | | 251.80 |
| 757149 | 03/16/2026 | AYA HEALTHCARE INC | 01-3315-5800 | Open PO to contract with AYA for PreK SDC teacher | | 7,920.00 |
| 757150 | 03/16/2026 | David's Bagels | 13-5310-4712 | Bagels for HS | | 126.50 |
| 757151 | 03/16/2026 | Department Of Justice Accounting Office | 01-0000-5800 | Open PO for Dept Of Justice 25-26 | | 784.00 |
| 757152 | 03/16/2026 | Ellen Silva Creative Services | 01-6770-4300 | Open PO for Ellen Silva, Creative Services | | 500.00 |
| 757153 | 03/16/2026 | EWELL EDUCATIONAL SERVICES INC | 01-7010-4300 | FFA - AGI Grant | | 135.00 |
| 757154 | 03/16/2026 | JONES, DAVID F | 01-6770-4300 | Prop 28-Reimbursement for David Jones | | 30.73 |
| 757155 | 03/16/2026 | Linde Gas & Equipment Inc. | 01-6387-4300 | Open PO for rental fee | | 278.77 |
| 757156 | 03/16/2026 | LUGO, TIMOTHY E | 01-0211-5200 | Tim Lugo - Camp CADA for Leadership | | 645.00 |
| 757157 | 03/16/2026 | Pacific Gas And Electric | 01-0000-5502 | Open PO for District PG&E | | 4,669.96 |
| 757158 | 03/16/2026 | REISS, MARTINA M | 01-6770-4300 | Reimbursement for Martina Reiss | | 16.64 |
| 757159 | 03/16/2026 | Republic Services #925 | 01-0000-5504 | Green Waste Dropoff 25-26 | | 2,167.65 |
| 757160 | 03/16/2026 | Straw Hat Pizza | 13-5310-4710 | Pizza | 47.97 | |
| | | | | School Lunches | 543.66 | 591.63 |
| 757161 | 03/16/2026 | Sysco - San Francisco | 01-2600-4300 | Sysco - ELOP snacks | | 372.26 |
| 757162 | 03/16/2026 | United Coach Tours Tcp #22302 | 01-6383-5210 | Bus for Field Trip | | 1,180.00 |
| 758175 | 03/19/2026 | CUSD Revolving Cash | 21-9721-6210 | Check for DSA: FV Playground Project | | 4,015.00 |
| 758176 | 03/19/2026 | A+ Livescan Services | 01-0000-5800 | Open PO for Livescan 25-26 | | 460.00 |
| 758177 | 03/19/2026 | American Portables | 01-8150-4300 | Open PO for FYE 2025-2026 | | 132.47 |
| 758178 | 03/19/2026 | At&t | 01-0000-4300 | Back Up Internet @ Cunha | | 1,400.30 |
| 758179 | 03/19/2026 | At&t Mobility | 01-0000-5901 | Open PO for AT&T Mobility | | 255.12 |
| 758180 | 03/19/2026 | Big Creek Lumber | 01-8150-4300 | District Office Maintenance Dept. Open P.O.2025-26 | | 42.82 |
| 758181 | 03/19/2026 | Christine [redacted] | 01-6500-5200 | Open PO to reimburse transportation for [redacted] | | 413.25 |
| 758182 | 03/19/2026 | CORTES, MARIA EUGENIA Y | 01-0700-5200 | FEB2026Mileage reimbursement | | 259.26 |
| 758183 | 03/19/2026 | GUTIERREZ-GAYTAN, CESILIA | 01-3060-4300 | coffee travelers (Coffee)- sherriff office | | 44.00 |
| 758184 | 03/19/2026 | Hmb Smog | 01-9723-5603 | 2006 Ford E-350 lic # 1230451 | | 431.29 |
| 758185 | 03/19/2026 | MIRAMONTES, RAMON | 01-0000-5200 | Mileage Reimbursement for Dr. Ramon Miramontes | | 693.10 |
| 758186 | 03/19/2026 | Resource Solutions Of Sf Group | 01-8150-4300 | Custodial Supplies for All School Sites | | 9,302.87 |
| 758187 | 03/19/2026 | Ricoh Usa Inc | 01-0000-5903 | lease for mail machine | | 521.12 |
| 758188 | 03/19/2026 | San Mateo Lawn Mower Inc. | 01-8150-5603 | Jetter and Mower Equipment Supplies and Repairs | | 904.86 |
| 758189 | 03/19/2026 | SEGURA, ROSALVA | 01-3060-4300 | coffee travelers (Pasteries)- sherriff office | | 46.94 |
| 758190 | 03/19/2026 | TAFT, ERINN E | 01-6500-5200 | JAN & FEB2026Mileage reimbursement | | 101.21 |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 758191 | 03/19/2026 | TOCHER, HOPI C | 01-0000-5200 | FEB2026Mileage reimbursement | | 73.95 |
| 758192 | 03/19/2026 | U.s Bancorp Service Center | 01-0000-5200 | Duplicate charge : Ramon's CC Billing statement Feb 2026 | 400.00 | |
| | | | | Ramon's CC Billing statement Feb 2026 | 7,749.58 | 8,149.58 |
| 758193 | 03/19/2026 | Uline Attn: Accounts Receivable | 01-0211-4300 | Laminating Film for the Library | | 232.50 |
| 758194 | 03/19/2026 | Wex Bank | 01-6387-4300 | MARCH 2026 | | 323.23 |
| 758195 | 03/19/2026 | Sysco - San Francisco | 13-5310-4300 | Ala Carte Market Foods & Supplies | 488.68 | |
| | | | 13-5310-4710 | Ala Carte Market Foods & Supplies | 639.22 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 327.90 | 1,455.80 |
| 758196 | 03/19/2026 | ACSA | 01-0000-5300 | DECEMBER 2025 | 140.88 | |
| | | | | FEBRUARY 2026 | 140.88 | |
| | | | | JANUARY 2026 | 140.88 | |
| | | | | MARCH 2026 | 140.88 | |
| | | | | NOVEMBER 2024 | 499.03 | |
| | | | | NOVEMBER 2025 | 140.88 | |
| | | | | OCTOBER 2024 | 499.03 | |
| | | | | OCTOBER 2025 | 140.88 | |
| | | | | SEPTEMBER 2025 | 140.88 | 1,984.22 |
| 758197 | 03/19/2026 | ARCADIO'S PRODUCE INC. | 13-5310-4710 | Milk & Produce for HS | 318.55 | |
| | | | 13-5310-4712 | Milk & Produce for HS | 142.25 | 460.80 |
| 758198 | 03/19/2026 | Big Creek Lumber | 01-6387-4300 | Opne PO for Big Creek HMB High School SY 25-26 | | 3,367.99 |
| 758199 | 03/19/2026 | Cresco Equipment Rentals | 01-8150-5604 | Lift & Equipment Rentals | | 1,624.10 |
| 758200 | 03/19/2026 | David's Bagels | 13-5310-4712 | Bagels for HS | | 69.00 |
| 758201 | 03/19/2026 | EWELL EDUCATIONAL SERVICES INC | 01-7010-4300 | FFA student registration | | 105.00 |
| 758202 | 03/19/2026 | Gold Star Foods Inc. | 13-5310-4300 | Misc Food for all sites | 17.28 | |
| | | | 13-5310-4710 | Misc Food for all sites | 3,464.31 | |
| | | | 13-5310-4711 | Misc Food for all sites | 100.72 | |
| | | | 13-5310-4712 | Misc Food for all sites | 900.03 | 4,482.34 |
| 758203 | 03/19/2026 | GUZMAN CONTRERAS, VICTOR M | 01-0111-4300 | Family engagement funds (round table pizza | | 164.92 |
| 758204 | 03/19/2026 | HD Supply Facilities Maint | 01-6387-4300 | Building & Construction Materials | | 783.33 |
| 758205 | 03/19/2026 | JONES, DAVID F | 01-9549-4300 | Home Depot | | 714.59 |
| 758206 | 03/19/2026 | Kathy Carlson Consulting | 01-0000-5800 | Consulting for HR and Business | | 3,250.00 |
| 758207 | 03/19/2026 | Kis | 01-0000-5800 | Open PO for Professional Services From KIS | | 345.00 |
| 758208 | 03/19/2026 | Odp Business Solutions | 01-0211-4300 | Office Depot Order | 98.21 | |
| | | | 01-0331-4300 | Custom Envelopes for Report Cards | 314.66 | 412.87 |

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**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 758209 | 03/19/2026 | School Mate | 01-0101-4300 | School Folders | | 545.52 |
| 758210 | 03/19/2026 | Service Unlimited | 01-8150-5603 | Heating Repair and Maintenance Services | | 5,189.75 |
| 758211 | 03/19/2026 | Sound And Signal | 01-8150-5603 | Alarm Repairs and Services | | 642.22 |
| 758212 | 03/19/2026 | Southern Counties Lubricants, LLC | 01-9723-4300 | Fuel and diesel supply for District transportation | | 2,223.39 |
| 758213 | 03/19/2026 | Spork Food Hub - Fiery Ginger | 01-7810-4300 | Produce for Grant | | 1,589.06 |
| 758214 | 03/19/2026 | Straw Hat Pizza | 13-5310-4710 | Pizza | 47.97 | |
| | | | | School Lunches | 543.66 | 591.63 |
| 758215 | 03/19/2026 | Sysco - San Francisco | 01-2600-4300 | Sysco - ELOP snacks | 442.03 | |
| | | | 13-5310-4710 | Ala Carte Market Foods & Supplies | 320.97 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 449.47 | 1,212.47 |
| 758687 | 03/23/2026 | Sysco - San Francisco | 13-5310-4710 | Ala Carte Market Foods & Supplies | 380.13 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 632.53 | 1,012.66 |
| 758688 | 03/23/2026 | Adriana Juarez | 13-5310-4710 | Food Supplies | | 13.17 |
| 758689 | 03/23/2026 | Big Creek Lumber | 01-6387-4300 | Opne PO for Big Creek HMB High School SY 25-26 | | 17.78 |
| 758690 | 03/23/2026 | Odp Business Solutions | 01-0000-4300 | ODP Suzanne HR | | 23.07 |
| 758691 | 03/23/2026 | Primo Brands BlueTriton Brands, Inc. | 01-6500-4300 | Late fee | | 20.00 |
| 758692 | 03/23/2026 | Service Unlimited | 01-8150-5603 | Heating Repair and Maintenance Services | | 40,576.62 |
| 758693 | 03/23/2026 | ARCADIO'S PRODUCE INC. | 13-5310-4710 | Milk & Produce for HS | 159.60 | |
| | | | 13-5310-4712 | Milk & Produce for HS | 141.60 | 301.20 |
| 758694 | 03/23/2026 | Big Creek Lumber | 01-6387-4300 | Opne PO for Big Creek HMB High School SY 25-26 | | 311.08 |
| 758695 | 03/23/2026 | California State University | 01-0000-4300 | spring 2026 registration | | 225.00 |
| 758696 | 03/23/2026 | CLARK PEST CONTROL | 01-8150-5800 | Location: Kings mountain | | 375.00 |
| 758697 | 03/23/2026 | David's Bagels | 13-5310-4712 | Bagels for HS | | 126.50 |
| 758698 | 03/23/2026 | Demco Inc. | 01-0111-4300 | Supplies for the Library | | 68.02 |
| 758699 | 03/23/2026 | Dh Distribution | 01-8150-5800 | windscreen services | | 7,317.91 |
| 758700 | 03/23/2026 | Mg Remediation Inc | 01-8150-5800 | Environmental Testing – Kings Mountain School | | 7,800.00 |
| 758701 | 03/23/2026 | Odp Business Solutions | 01-0000-4300 | Office Supplies - OPEN | | 1,252.60 |
| 758702 | 03/23/2026 | SEGURA, ROSALVA | 01-2600-5200 | airfare to palm springs conference ticket # 0272137677877 | | 196.80 |
| 758703 | 03/23/2026 | Svsoa Silicon Valley Sports Official | 01-9335-5800 | games 2.15.2026 to 4.12.2026 | | 1,818.00 |
| 758704 | 03/23/2026 | Sysco - San Francisco | 01-2600-4300 | Sysco - ELOP snacks | 311.70 | |
| | | | 13-5310-4300 | Ala Carte Market Foods & Supplies | 244.22 | |
| | | | 13-5310-4710 | Ala Carte Market Foods & Supplies | 607.90 | |
| | | | 13-5310-4712 | Ala Carte Market Foods & Supplies | 300.08 | 1,463.90 |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**Checks Dated 03/01/2026 through 03/31/2026** — **Board Meeting Date April 9, 2026**

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|---|---|---|---|---|---|---|
| 759069 | 03/24/2026 | Odp Business Solutions | 01-0000-4300 | Office Supplies - OPEN | | 9.89 |
| 759070 | 03/24/2026 | Sound And Signal | 01-8150-5800 | Yearly Fire Alarm System Testing for 2025-2026 | | 42,008.00 |
| 759071 | 03/24/2026 | Steven Melo Inc | 01-8150-5603 | 3.14.2026 removal of 3 leaning trees | | 5,000.00 |
| | | | | **Total Number of Checks** | **208** | **2,258,288.19** |

## Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---|---|---|---|
| 01 | General Fund | 172 | 778,201.75 |
| 11 | Adult Education Fund | 3 | 564.67 |
| 12 | Child Development Fund | 2 | 879.00 |
| 13 | Cafeteria Fund | 25 | 59,506.50 |
| 21 | Building Fund | 17 | 1,393,487.72 |
| 25 | Capital Facilities Fund | 1 | 1,139.05 |
| 40 | Special Reserve Fund Cap | 1 | 24,509.50 |
| | Total Number of Checks | **208** | 2,258,288.19 |
| | Less Unpaid Sales Tax Liability | | .00 |
| | **Net (Check Amount)** | | **2,258,288.19** |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Jennifer Marsh, Chief Business Officer
Stig Lynne, Technology Director
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Bid Award to IT Management Corporation for E-Rate Services for the 2026-27 School Year

## BACKGROUND INFORMATION

The E-rate program helps schools and districts secure affordable broadband access. Eligible schools and districts can apply individually or as part of a consortium; CUSD applies individually.

Funding is available under two service categories:

- **Category One:** Covers telecommunications, telecommunications services, and Internet access for school districts.
- **Category Two:** Supports internal connections, essential maintenance of internal connections, and manages internal broadband services to distribute Internet access within schools.

CUSD has a pre-approved E-Rate discount of 60%. The program operates under an annual funding cap of $4.456 billion, set by the Federal Communications Commission (FCC).

The E-rate program is managed by the Universal Service Administrative Company (USAC) under the FCC's direction. USAC is responsible for processing applications, confirming eligibility, reimbursing service providers, and ensuring compliance with E-rate regulations.

CUSD has vetted providers to ensure compliance with all FCC E-rate rules and is submitting the proposal from IT Management Corporation for approval.

## REPORT/PROPOSAL

Approval is requested to replace network equipment that is reaching its end of life, for the IT Management Corporation proposal under the E-Rate program (Category Two funding) to provide eligible telecommunications and/or internal broadband services in accordance with FCC guidelines and program requirements.

## FISCAL ANALYSIS

The E-Rate program will allow CUSD to receive discounts of up to 60% on eligible services, resulting in significant cost savings for the district.

## RECOMMENDATION

Staff recommends approval of the proposal as presented.

***Prepared by:*** *Holly Lynne*

**ITMC**
3300 Central Expressway
Santa Clara, California 95051
United States
https://itmc.net/
(P) (888) 970-2070
(F) (408) 739-1101

## ITM Quote (Open)

**Date**
Mar 27, 2026 03:31 PM PDT

**Expiration Date**
09/30/2026

**Modified Date**
Mar 27, 2026 09:19 PM PDT

**Quote #**
14769 - rev 1 of 1

**Description**
Ruckus Professional 3Y - E-rate RFP- Form 470 #260021956

**SalesRep**
ITMC, SLED Account Manager
(P) 408-495-5900
(F) 408-739-1101

**Customer Contact**
Lynne, Stig
lynnes@cabrillo.k12.ca.us

**Customer**
Cabrillo Unified School District (CU905)
Lynne, Stig
498 Kelly Ave
Half Moon Bay, CA 94019
United States

**Bill To**
Cabrillo Unified School District
Payable, Accounts
498 Kelly Ave
Half Moon Bay, CA 94019
United States
AccountsPayable@cabrillo.k12.ca.

**Ship To**
Cabrillo Unified School District
Lynne, Stig
498 Kelly Ave
Half Moon Bay, CA 94019
United States
lynnes@cabrillo.k12.ca.us

**Shipping Info**
Delivery Method: FedEx Ground
Carrier Account #:
Special Instructions:

**Payment Method**
Terms: Purchase Order (Net 22 Days)

| # | Description | Part # | Tax | List Price | % off List | Qty | Unit Price | Total |
|---|---|---|---|---|---|---|---|---|
| | **Rukcus Wired & Wireless with 3Y RUCKUS One Professional Subscription License** | | | | | | | |
| 1 | Ruckus ICX 8200<br>Switch - L3 - managed - 32 x 10/100/1000 (PoE+) + 16 x 10/100/1000/2500 (PoE++) - front to back airflow - rack-mountable - PoE++ (1480 W) | ICX8200-48ZP2-E2 | Yes | $12,980.00 | 72.36% | 14 | $3,587.94 | $50,231.16 |
| 2 | Ruckus ICX 8200<br>Switch - L3 - managed - 24 x 100/1000/2.5G (PoE++) - front and side to back - rack-mountable - PoE++ (740 W) - TAA Compliant | ICX8200-24ZP | Yes | $9,020.00 | 72.36% | 10 | $2,493.31 | $24,933.10 |
| 3 | Ruckus<br>Power cable - power IEC 60320 C13 to NEMA 5-15 - 125 V - 13 A - United States | PCUSA2 | Yes | $51.00 | 72.37% | 24 | $14.09 | $338.16 |
| 4 | Ruckus R1B-PROF-S82Z-REC5<br>Bundle of Ruckus One single-tenant professional cloud 1 x license of device netw | R1B-PROF-S82Z-REC5 | No | $1,500.08 | 67.35% | 24 | $489.77 | $11,754.48 |
| 5 | Ruckus 10G-SFPP-LR-S<br>SFP+ transceiver module - 10GbE - 10GBase-LR / LC single-mode - up to 6.2 miles | 10G-SFPP-LR-S | Yes | $439.00 | 78.74% | 4 | $93.34 | $373.36 |
| 6 | Ruckus 10G-SFPP-SR-S8<br>SFP+ transceiver module - 10GbE - 10GBase-SR / LC multi-mode - up to 984 ft (pack of 8) | 10G-SFPP-SR-S8 | Yes | $2,520.00 | 78.74% | 4 | $535.83 | $2,143.32 |
| 7 | Ruckus 10G-SFPP-SR-S<br>SFP+ transceiver module - 10GbE - 10GBase-SR / LC multi-mode - up to 984 ft | 10G-SFPP-SR-S | Yes | $360.00 | 78.74% | 6 | $76.54 | $459.24 |
| 8 | Ruckus R670<br>Indoor wireless access point - high-performance Wi-Fi 7, tri-band concurrent, delivers 6 spatial streams (2x2:2 in 2.4GHz, 5GHz and 6GHz or 2x2:2 in 2.4GHz and 4x4:4 in 5GHz in dual band mode) - cloud-managed - desktop / wall / ceiling mountable | 901-R670-US00 | Yes | $2,195.00 | 78.74% | 138 | $466.73 | $64,408.74 |
| 9 | Ruckus R770<br>Indoor wireless access point - High-end Wi-Fi 7, tri-band concurrent with 8 spatial streams (2x2:2 in 2.4GHz, 4x4:4 in 5GHz, 2x2:2 in 6GHz) - desktop / wall / ceiling mountable | 901-R770-US00 | Yes | $2,855.00 | 78.74% | 6 | $607.06 | $3,642.36 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 10 | RUCKUS One Professional<br>Subscription license (3 years) - 1 access point/switch device - hosted - for end customers | CLD-PROF-APSW-REC3 | No | $630.00 | 69.17% | 168 | $194.24 | $32,632.32 |
| | | | | | | | Subtotal | $190,916.24 |
| | **Configuration & Installation Services** | | | | | | | |
| 11 | Network Systems Services<br>Access Switch Provisioning Setup with Consultation, 1 Unit | ITMCX-SRMC-NETACCS-ENG1 | No | $286.00 | 30.07% | 24 | $200.00 | $4,800.00 |

Note:
Note: Engineering and remote professional services to set up (1) new or migrate an existing Network Access Switch to a New Access Switch onsite or cloud-based systems . The services will include recommendations of best practices and any standard functions available with the associated lice nse for the switch, firmware updates, any applicable license activations, basic performance testing, and configuration backup. The customer will pr ovide access to the existing system along with the design requirements 30 days before the scheduled go-live date. This service will include a 30-mi nute remote consultation meeting with the customer's IT representative to plan and review the configuration a week in advance. The scope does n ot include network optimization, network design changes, NAC integration, alert configurations, High-availability clusters, 3rd party application inte grations, advanced analytics systems, training services, or Visio-type network documentation. Unless the contract specifically states otherwise, the service hours for our company are from Monday through Friday, 8:00 AM to 5:00 PM PST, and exclude public holidays.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 12 | Network Systems Services<br>Switch/Router Installation – Patch up to 24 Ports & Connect to Stack, 1 Unit | ITMCX-SOS-NETINS-NS24 | No | $325.00 | 30.77% | 10 | $225.00 | $2,250.00 |

Note:
Note: Onsite installation of (1) Network Switch up to 24 ports. Technician will install, patch, stack, uplink, and label a preconfigured Network Switc h (Access, Core or Aggregator) onsite and test using the existing cabling infrastructure. The Network Switch will be installed based on the manufac turer's recommendations and be patched for up to feasible capacity. The services will not include alert configurations, monitoring services, 3rd part y application integration, firmware updates, or configuration changes. The technician will dismount any existing Network Switch equipment installe d at the location and mount the new unit on the existing rack if available. The location must be up to par with the standards of the network equipm ent installation environment. Fiber and Copper patch cables and mounting brackets are not included. **Electrical power must be located within 4' o f the network Switch install location. The customer will provide the location of each IDF/MDF in a map format along with any specific instructions 1 4 days before the scheduled onsite services. The customer will provide keys and access on the day of service. This is a service only & no hardware is provided. Unless the contract specifically states otherwise, the service hours for our company are from Monday through Friday, 8:00 AM to 5:00 PM PST, and exclude public holidays.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 13 | Network Systems Services<br>Switch/Router Installation - Patch up to 48 Ports & Connect to Stack, 1 Unit | ITMCX-SOS-NETINS-NS48 | No | $572.00 | 30.07% | 14 | $400.00 | $5,600.00 |

Note:
Note: Onsite installation of (1) Network Switch up to 48 ports. Technician will install, patch, stack, uplink, and label a preconfigured Network Switc h (Access, Core, or Aggregator) onsite, and test using the existing cabling infrastructure. The Network Switch will be installed based on the manufa cturer's recommendations and be patched for up to feasible capacity. The services will not include alert configurations, monitoring services, or 3rd party application integration, firmware updates, or configuration changes. Technician will dismount any existing Network Switch equipment installe d at the location and mount the new unit on the existing rack if available. The location must be up to par with the standards of the network equipm ent installation environment. Fiber and Copper patch cables and mounting brackets are not included. **Electrical power must be located within 4' o f the network Switch install location. The customer will provide the location of each IDF/MDF in a map format along with any specific instructions 1 4 days before the scheduled onsite services. The customer will provide keys and access on the day of service. This is a service only & no hardware is provided. Unless the contract specifically states otherwise, the service hours for our company are from Monday through Friday, 8:00 AM to 5:00 PM PST, and exclude public holidays.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 14 | Wireless Services<br>WLAN Controller Provisioning Setup with Consultation, 1 Unit | ITMCX-SRMC-WLANCONT-ENG1 | No | $3,510.00 | 28.77% | 1 | $2,500.00 | $2,500.00 |

Note:
Note: Engineering and remote professional services to set up (1) new or migrate an existing WLAN Controller to onsite or cloud-based systems. Th e services will include recommendations of best practices and any standard functions available with the associated license for the controller. This w ill not include advanced guest portal access, High-availability cluster, NAC, or analytics. The customer will provide access to the existing system alo ng with the design requirements 16 days before the scheduled go-live date. This service will include a two-hours remote consultation meeting with the customer's IT representative to plan and review the configuration a week in advance. Unless the contract specifically states otherwise, the serv ice hours for our company are from Monday through Friday, 8:00 AM to 5:00 PM PST, and exclude public holidays.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 15 | Wireless Services<br>Indoor WLAN AP Install, 1 Unit | ITMCX-SOS-WLANINS-ID1 | No | $233.00 | 29.18% | 142 | $165.00 | $23,430.00 |

Note:
Note: Onsite installation of (1) indoor AP installed 8' from the floor. Technician will install, label, and configure the APs onsite and test using the exi sting cabling infrastructure. Technician will dismount any existing AP installed at the location. The customer will provide the location of each AP alo ng with system credentials 4 days before the scheduled onsite services. The customer will provide keys and access on the day of service. Any area s over 10' might be assessed with additional charges, and any areas over 15' from the floor require a lift to be provided by the customer. This Serv ice is limited to one address location & one visit. Unless the contract specifically states otherwise, the service hours for our company are from Mon day through Friday, 8:00 AM to 5:00 PM PST, and exclude public holidays.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 16 IT Services<br>Project Management - Hourly Service | ITMCX-SFLX-TECHSVR-PM1 | No | $214.00 | 22.90% | 24 | $165.00 | $3,960.00 |

Note:
Note: Remote or Onsite Project Management - The services are applicable to general IT infrastructure solutions for one hour of service combined with any other ITM services or as a Standalone service. The service will provide high-level project services: Creating project objectives, Building Project Requirements, Defining and managing Project Scope, Communicating with Clients, and overseeing costs and project time. Holds one or more Project Management certifications. PMP, Project Plus, Six Sigma, and or 5 years of experience

Subtotal $42,540.00

**Quote Approved & Terms Accepted by:**

**Name:**_____

**Title:**_____

**Signature:**_____

**Date:**_____

**P.O. Number:**_____

**Fax to: (888) 506-0606**

| | |
|---|---|
| **Subtotal:** | **$233,456.24** |
| Tax (9.8750%): | $14,469.78 |
| Shipping: | $0.00 |
| Multiple Award Schedule Contract Transaction, IFF & Administration Fees*: | $0.00 |
| **Total:** | **$247,926.02** |
| *(List Price:* | *$808,875.92)* |

**Sales Associates**
Preparer: ITMC, SLED Account Manager
E-mail: SLED@ITMC.NET
Phone: 408-495-5900
Account Manager: ITMC, Customer Service
E-mail: CST@ITMC.NET

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**IT Management Corporation D/B/A ITMC – Terms & Conditions of Sale**

**1. Order Acceptance and Confirmation: All Purchase Orders or Signed Quotes must be sent to contracts@itmc.net**

- **Purchase Orders (PO):** All orders require a formal Purchase Order referencing the provided quote number. In the absence of a PO, an authorized representative must sign the quote to proceed.
- **Order Confirmation:** Orders are considered confirmed only upon receipt of an authorized PO or signed quote and are subject to final price validation at the time of manufacturer shipment for its distribution.
- **Change Management:** Any changes to the scope, specifications, or other aspects of the order must follow ITMC's Change Management Procedures, which may involve adjustments to pricing, scheduling, and other terms.

**2. Payment Terms**

- **W-9 Availability:** A current copy of ITMC's W-9 form can be downloaded at https://w9.itmcx.com
- **Invoicing:** One hundred percent (100%) of charges for hardware, software, support, maintenance, and training are invoiced upon shipment of the order.
- **Payment Due Date:** Payment is due within thirty (22) days from the invoice date (Net 22 terms) unless it has been arranged otherwise.
- **Late Payments:** An interest charge of 1.5% per month will be applied to all past-due accounts, in addition to all costs of collection and reasonable attorneys' fees.
- **Credit Card Payments:** ITMC accepts all major credit cards. A convenience fee of 3.5% will be assessed on credit card transactions.
- **Multiple Invoices:** For projects encompassing multiple sales or phases, customers agree to accept multiple invoices reflecting equipment and services delivered.
- **Site Readiness Delays:** In the event of customer-induced delays in site readiness, the customer agrees to accept and pay invoices for equipment and services already received.

**3. Taxes and Tax Exemption**

- **Sales Tax:** All items sold and shipped to destinations are subject to applicable sales tax, calculated based on the total selling price, including shipping and handling charges where applicable at the time of the invoice.
- **Tax Exemption:** Customers claiming tax-exempt status must present a valid Tax Exemption Certificate at the time of order. Failure to provide such documentation will result in the application of all relevant taxes, which the customer agrees to pay.

**4. Shipping and Delivery**

- **Shipping Method:** Hardware and software will be shipped via ground service unless otherwise specified by the customer. Certain products—such as software, licenses, or warranties—may be delivered electronically.
- **FOB Origin:** Shipments are made FOB Origin; therefore, title and risk of loss pass to the customer upon shipment.
- **Special Shipping Requirements:** Any special shipping requirements, such as inside delivery or lift-gate service, must be clearly stated on the Purchase Order and may incur additional fees.
- **Shipping Charges:** Shipping charges provided in quotes are estimates. Actual shipping charges will be invoiced, and the customer agrees to pay these charges.
- **Inspection Upon Delivery:** Customers are required to inspect all shipments upon delivery. Any damages or discrepancies must be reported to ITMC within 48 hours of receipt.

**5. Pricing Volatility and Tariff Disclaimer**

Due to current economic conditions, including fluctuations in tariffs, supply chain disruptions, and manufacturer pricing adjustments, ITMC cannot guarantee product pricing for more than 30 days from the date of the quote. While service and labor pricing for U.S.-based personnel may remain stable, hardware and third-party product prices are subject to change until shipment from the manufacturer or distributor. As a result, the quote expiration only reflects items that are within ITMC controls and does not include hardware and products manufactured by others since their price at any time.

# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Dr. Ramon Miramontes, Superintendent
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Quarterly Report on Williams Uniform Complaints (Education Code §35186)

## BACKGROUND INFORMATION

In accordance with Education Code §35186, Williams complaints must be filed and resolved through the Uniform Complaint Procedures (UCP). These complaints address deficiencies in instructional materials, emergency or urgent facility conditions posing a threat to the health and safety of students or staff, and teacher vacancies or misassignments.

Complaints can be filed anonymously, and complainants who provide their identity are entitled to a response if requested. Schools are required to make complaint forms available for these purposes. However, complaints submitted in writing must still be accepted, even if not on the official form. Complaints should be filed with the principal or their designee.

Local governing boards are required to report quarterly to the San Mateo County Office of Education on the nature and number of Williams complaints received. These reports are publicly presented during regular board meetings.

## REPORT/PROPOSAL

For the third quarter of the 2025-26 school year, the CUSD received zero (0) Williams complaints related to instructional materials, facilities conditions, or teacher vacancies/misassignments.

## FISCAL ANALYSIS

There is no financial impact on the General Fund.

## RECOMMENDATION

Staff recommend the Governing Board receive and approve the third-quarter report on Williams Uniform Complaints, as required by Education Code §35186.

***Prepared by:*** *Rosibel Acosta, Executive Assistant to the Superintendent*

SAN MATEO COUNTY OFFICE OF EDUCATION

Excellence and Equity in Education

**Quarterly Report –*Williams* Uniform Complaints**
**[Education Code § 35186]**

**District:** Cabrillo Unified School District

**Name & Title of Preparer:** Rosibel Acosta, Executive Assistant to the Superintendent

**Quarter Reported:** (check one)

- ☐ 1st Quarter: July 2025 through September 2025 – Due October 2025
- ☐ 2nd Quarter: October 2025 through December 2025 – Due January 2026
- ☑ 3rd Quarter: January 2026 through March 2026 – Due April 2026
- ☐ 4th Quarter: April 2026 through June 2026 – Due July 2026

**Date for information to be reported publicly at governing board meeting**: 04/09/2026

**Please check the box that applies:**

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints. **Copies of the complaint and the district's written response will be submitted along with this report.**

| General Subject Area | Number of Complaints Received | Number of Complaints Resolved | Number of Complaints Unresolved |
|---|---|---|---|
| Instructional Materials and Textbooks | 0 | 0 | 0 |
| Facility Conditions | 0 | 0 | 0 |
| Teacher Vacancy or Misassignment | 0 | 0 | 0 |
| **TOTAL** | 0 | 0 | 0 |

Dr. Ramon Miramontes /

**Name & Signature of Superintendent**

**Date:** 04/10/2026

Sign and date the report ***after*** it is presented at your board meeting. Please submit the executed report to Systems for District Improvement via email at sdi@smcoe.org.



101 Twin Dolphin Drive • Redwood City • CA • 94065-1064 • 650-802-5300 • www.smcoe.org

# CABRILLO UNIFIED SCHOOL DISTRICT

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# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Dr. Ramon Miramontes, Superintendent
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Governing Board Policy Updates as Recommended by the California School Boards Association and CUSD Staff for First and Final Reading

## BACKGROUND INFORMATION

Bylaw 9310: Board Policies requires the Governing Board to maintain policies that reflect current laws, support district goals, and ensure clarity in governance.

Cabrillo Unified School District (CUSD) participates in the California School Boards Association's (CSBA) Policy Online and Manual Maintenance Service, which provides quarterly updates to ensure legal compliance and consistency with state and federal requirements. Many revisions in these updates are technical, mandate-driven, or recommended refinements that do not alter district practices.

When a quarterly maintenance review identifies 1) a change in a policy that offers optional courses of action or 2) the need for a new policy to address a particular issue, staff may recommend a first and second reading before adoption. For this cycle, the proposed revisions are mandate-driven or technical. Staff therefore recommend a first and final reading, consistent with Bylaw 9310, as the updates are non-substantive and do not require further Board discussion.

## REPORT/PROPOSAL

The following Board Policies are submitted for adoption. Each has been reviewed by the appropriate district departments to ensure alignment with law, federal compliance, and CSBA-recommended updates. The proposed revisions are appropriate for consideration and adoption under the Consent/Action category.

1. Policy 0410**:** Nondiscrimination In District Programs And Activities
2. Policy 1312.3: Uniform Complaint Procedures
3. Policy 3311: Bids
4. Policy 3312: Contracts
5. Policy 3470: Debt Issuance and Management
6. Policy 4030: Nondiscrimination In Employment
7. Policy 4033: Lactation Accommodation
8. Policy 4040: Employee Use of Technology
9. Policy 4119.11: Sexual Harassment
10. Policy 4219.12: Sexual Harassment
11. Policy 4319.12: Sexual Harassment
12. Policy 6142.1: Sexual Health And HIV/AIDS Prevention Instruction
13. Policy 6142.8: Comprehensive Health Education
14. Policy 6178.1: Work-Based Learning
15. Bylaw 9250: Remuneration, Reimbursement And Other Benefits

These revisions reflect updated legal requirements, technical adjustments, and recommended wording improvements. No policy introduces a new district practice that would require additional Board discussion prior to adoption.

**FISCAL ANALYSIS**

There is no financial impact to the General Fund associated with the approval of these policy updates.

**RECOMMENDATION**

Approve the Governing Board Policy updates as submitted.

***Prepared by:*** *Rosibel Acosta, Executive Assistant to the Superintendent*

# CABRILLO UNIFIED SCHOOL DISTRICT
## POLICY GUIDESHEET
April 9, 2026

Note: This guidesheet provides a brief summary of the policy revisions for this update.

**Board Policy 0410 - Nondiscrimination in District Programs and Activities**

Policy updated to reflect NEW LAW (AB 1078, 2023) which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (3) requires the California Department of Education to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, and (4) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE documents which provide that (1) a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race, (2) a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme, and (3) a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect NEW LAW (SB 523, 2022) which includes reproductive health decisionmaking as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 31320) which include specified technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities.

Policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, policy updated to reflect NEW LAW (SB 1137, 2024) which provides that prohibited discrimination includes discrimination not just because of one protected class under state law, but also because of the combination of two or more protected bases. In addition, policy updated to clarify, in accordance with various provisions of state and federal law and related court cases, the actual or perceived characteristics of an individual or group that may serve as a basis for unlawful discrimination in education programs and activities. Policy also updated to reflect NEW LAW (AB 3074, 2024) which prohibits public schools, except public schools operated by an Indian tribe or a tribal organization, from using the term "Redskins" as a school or athletic team name, mascot, or nickname, and, beginning July 1, 2026, prohibits public schools, other than those operated by an Indian tribe or a tribal organization, from using any derogatory Native American term for school or athletic team names, mascots, or nicknames without the written consent of a local federally recognized Indian tribe.

**Board Policy 1312.3 - Uniform Complaint Procedures**

Policy updated to ensure compliance with the California Department of Education's (CDE) 2023-24 federal program monitoring instrument, and reflect NEW LAW (AB 1078, 2023) which (1) clarifies when it is unlawful discrimination for the Governing Board to refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, (2) provides that complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (3) requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. Policy also updated to reflect that the California Department of Fair Employment and Housing is now called the California Civil Rights Department.

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (2) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to clarify that the uniform complaint procedures should not be used to investigate and resolve employment discrimination complaints, and reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program.

Policy updated to reflect NEW LAW (SB 1137, 2024) which provides that prohibited discrimination includes discrimination not just because of one protected class under state law, but also because of the combination of two or more protected bases. Additionally, policy updated to clarify, in accordance with various provisions of state and federal law and related court cases, the actual or perceived characteristics of an individual or group that may serve as a basis for unlawful discrimination in education programs and activities. In addition, policy updated to reflect the California Department of Education's federal program monitoring instrument which now lists "Instructional Materials and Curriculum: Diversity" as its own item, and NEW LAW (AB 3074, 2024) which requires the use of the uniform complaint procedures to resolve complaints related to school or athletic team names, mascots, or nicknames. Policy also updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and clarify that the Title IX regulations as they existed prior to August 1, 2024 are required to be used to address any complaint alleging sexual harassment, as defined, based on conduct that occurred between August 14, 2020 and July 31, 2024, and after January 9, 2025.

**Board Policy 3311 - Bids**

Policy updated to clarify that bidding procedures are required to be established in accordance with, and meet the requirements for, bidding procedures specified in law. Additionally, policy updated to incorporate material from the accompanying administrative regulation related to awarding contracts, protests by bidders, and instances when bids are not required, as the majority of such content is related to Governing Board actions and therefore more appropriately placed in Board policy.

**Board Policy 3312 - Contracts**

Policy updated to broaden philosophical statement to include that the Governing Board ensure that contracts entered into on behalf of the district conform to any applicable legal standards. Additionally, policy updated to provide that Board members and district employees involved in the making of contracts on behalf

of the district comply with applicable law. In addition, policy updated to add language that executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, is a public record unless otherwise exempt from disclosure under state or federal law. Policy also updated to reflect NEW LAW (SB 1303, 2024) which (1) requires, if the district utilizes a private labor compliance entity, the entity to submit a signed declaration verifying that it does not have a conflict of interest, and (2) defines "private labor compliance entity" and "conflict of interest." Additionally, policy updated to clarify language regarding public records and that a district may not enforce a confidentiality clause that would prevent the district from making any part of the contract a public record.

**Board Policy 3470 - Debt Issuance and Management**

Policy updated to (1) add communication to the public to the list of debt issuance program activities that the Superintendent administers and coordinates, (2) remove reference to Qualified Zone Academy Bonds which are no longer authorized to be issued, (3) add types of temporary borrowing or short-term transfers to the list of potential financing sources for the district, (4) add that the method of sale for any district-issued debt be the most cost-effective, (5) add that before any sale of bonds, the Governing Board adopt a resolution stating the Board's express approval of the method of sale and a statement of the reasons for the method of sale selected, and (6) include additional information regarding the report to the California Debt Investment and Advisory Commission, which the district is required to submit annually following a bond issuance.

**Board Policy 4030 - Nondiscrimination in Employment**

Policy updated to reflect NEW LAW (SB 523, 2022) which adds reproductive health decisionmaking as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decisionmaking.

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 700, 2023) which prohibits the district from discriminating against an employee in termination, or any term or condition of employment, or otherwise penalizing a person, based on the person's use of cannabis when off the job or away from the workplace. In addition, policy updated to move material related to sex discrimination to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment in order to keep material related to sex discrimination and sex-based harassment together. Policy also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual.

Policy updated to align those who are included as "employees" for purposes of the policy and accompanying administrative regulation with analogous language in related sample Board policies and administrative regulations. Additionally, policy updated to reflect NEW LAW (SB 1137, 2024) which provides that prohibited discrimination includes discrimination not just because of one protected class under state law, but also because of the combination of two or more protected bases. In addition, policy updated to clarify, in accordance with various provisions of state and federal law and related court cases, the actual or perceived characteristics of an individual or group that may serve as a basis for unlawful discrimination in the course of employment. Policy also updated to reflect NEW LAW (SB 1100, 2024) which makes it an unlawful employment practice to include a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless specified conditions are satisfied. Additionally, policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and clarify that the Title IX regulations as they existed prior to August 1, 2024 are required to be used to address any complaint alleging sexual harassment, as defined, based on conduct that occurred between August 14, 2020 and July 31, 2024, and after January 9, 2025. In addition, policy updated to include material related to sex discrimination, which had been moved to

Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment when last revised based on the now vacated Title IX regulations, in order to keep material related to all forms of discrimination together.

**Board Policy 4033 - Lactation Accommodation**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified, (2) provide that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect the Providing Urgent Maternal Protections (PUMP) for Nursing Mother Act which (1) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified, and (2) authorizes an employee to file a complaint with the Wage and Hour Division of the U.S. Department of Labor for violation of such act. In addition, policy updated to reflect the Pregnant Workers Fairness Act which (1) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation, as specified, and (2) authorizes an employee to file a complaint with the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the act.

Policy updated to clarify that required lactation accommodations apply to expressing breast milk, rather than breastfeeding an infant child, and that these accommodations are required for at least a year after the birth of the child. Additionally, policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024, and delete references to Title IX because lactation accommodations, although required by state law and other federal law, are not required by the Title IX regulations as they existed prior to August 1, 2024.

**Board Policy 4040 - Employee Use of Technology**

Policy updated to provide guidance related to the appropriate use of artificial intelligence (AI) by employees. Additionally, policy updated to expand the Governing Board's philosophical statement related to the recognition that technological resources enhance employee performance to include the enrichment of curriculum and the enhancement of student learning. In addition, policy updated to include "software as a service" and "AI apps" in the definition of "district technology," specify the prohibited and permitted uses of technology, and provide for professional development in the appropriate use of technology resources. Policy also updated to (1) add material related to the regular review of current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the districts processes and procedures, and (2) provide that employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm their safety.

**Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment**

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member, from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide a notice of nondiscrimination on the basis of sex, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (4) require the Title IX Coordinator to

offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment.

Policy updated to reflect NEW COURT DECISION (Tennessee v. Cardona) which vacated nationwide the Title IX regulations which took effect August 1, 2024, and NEW GUIDANCE from the U.S. Department of Education's Office for Civil Rights (OCR) which clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Additionally, policy updated to delete material related to sex discrimination, which was added when last revised based on the now vacated Title IX regulations, and include in Board Policy and Administrative Regulation 4030 - Nondiscrimination in Employment to keep material related to discrimination, including sex discrimination, together. In addition, policy updated to add general statement related to the prohibition of discrimination on the basis of sex and compliance with Title IX, which was moved from the accompanying administrative regulation. Policy also updated to align those who are included as "employees" for purposes of the policy and accompanying administrative regulation with analogous language in related sample Board policies and administrative regulations.

**Board Policy 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction**

Policy updated to reflect NEW COURT DECISION (Mahmoud v. Taylor) which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, policy updated to add the section "General Criteria for Instruction and Materials" which was moved from the accompanying administrative regulation as that section is more appropriately placed in Board policy rather than administrative regulation.

**Board Policy 6142.8 - Comprehensive Health Education**

Policy updated to reflect NEW COURT DECISION (Mahmoud v. Taylor) which held that the First Amendment prohibited a district from including lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) storybooks as part of elementary school instruction without providing parents/guardians with notice and the ability to opt their students out of that instructional content on the grounds that the storybooks substantially interfered with the religious development of their children. Additionally, policy updated to extend, to students whose parents/guardians have properly opted them out of instruction on the basis of their religious beliefs, state law requirements that (1) authorize the offering of an alternative activity of similar educational value, and (2) prohibit disciplinary action, academic penalty, or other sanction on the grounds that the student was opted out.

**Board Policy 6178.1 - Work-Based Learning**

Policy updated to (1) add to the philosophical statement that the Governing Board desires to improve student educational outcomes and successes and support student workforce preparedness through work-based learning opportunities which link classroom learning with real-world experiences, and (2) align language regarding collaboration with local businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers with analogous language in related sample policies. Additionally, policy updated to reflect NEW LAW (AB 2179, 2024) which requires, at the beginning of the first semester or quarter of the regular school term, the Superintendent or designee to notify parents/guardians of students in grades 11-12 about local apprenticeship and pre-apprenticeship programs. In addition, policy updated to include (1) that the district is authorized to host locally focused apprenticeship and/or career technical education fair events, and (2) the requirement for the district to annually observe "Workplace Readiness Week." Policy also updated to more closely align with law.

**Board Bylaw 9250 - Remuneration, Reimbursement and other Benefits**

Bylaw updated to (1) delete options regarding monthly compensation provided to individual Governing Board members, (2) replace with a blank for districts to specify the amount of monthly compensation that reflects district practice, and (3) separate out material which provides that Board members are not required to accept the monthly compensation. Additionally, bylaw updated to clarify material related to (1) a Board member receiving a pro rata monthly compensation, (2) reimbursement for expenses incurred when performing authorized services for the district, (3) benefits for Board members, and (4) former Board members, and the Board member's spouse/registered domestic partner and eligible dependent children, participation in the health and welfare benefits programs provided for district employees. In addition, the section, "Health and Welfare Benefits for Former Board Members," was deleted, as there are few, if any, Board members who would be eligible, since it would require serving for over 30 years, with still relevant material combined with the expanded section, "Benefits for Board Members."

## Policy 0410: Nondiscrimination In District Programs And Activities

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 09/13/2018 | **Last Reviewed Date:** 09/13/2018

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district. (Education Code 234.1)

District programs, activities, and practices shall be free from unlawful discrimination~~, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information~~; against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based ~~on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or~~ any ~~other~~ of the category identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All ~~allegations of~~ **complaints alleging** unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with ~~the procedures specified in AR~~ **Board Policy and Administrative Regulation** 1312.3 - Uniform Complaint Procedures**, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees**.

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed ~~pursuant to Education Code 48980~~ **in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications** and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

~~In addition, the annual parental notification shall inform~~ **The Superintendent or designee shall notify** parents/guardians ~~of~~ **regarding** their children's right to a free public education regardless of immigration status or religious beliefs~~, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee~~ **and their rights related to immigration enforcement**. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. ~~In addition~~ **Additionally**, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. **Education Code 48985; 20 USC 6312)**

**Access for Individuals with Disabilities**

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district**'s web and mobile applications comply with technical standards prescribed by law, and as necessary, shall** provide~~s~~ appropriate auxiliary aids and services ~~when necessary~~ to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or ~~principal~~ **designee** if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in ~~AR~~ **Administrative Regulation** 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. ~~He/she~~ **The compliance officer** shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

~~Superintendent~~ **Senior Human Resources Administrator**
~~Cabrillo Unified School District~~
498 Kelly Avenue
Half Moon Bay, California 94019
(650) 712-~~7112~~ **7100**

## Policy 1312.3: Uniform Complaint Procedures

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 **| Last Revised Date:** 02/10/2022 **| Last Reviewed Date:** TBD

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)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500~~-52617~~**, 52616.18**)
3. After School Education and Safety programs (Education Code 8482-8484.65)
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)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
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 person's actual or perceived~~ **one, or a combination of two or more, protected** characteristics~~of~~ **, which include, but may not be limited to, a person's actual or perceived** ~~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~~ **race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status;** 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 **(Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926;** 5 CCR 4610**; 20 USC 1681-1688, 42 USC 2000d-2000d-7)**

    **However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)**
11. Educational and graduation requirements for students in foster care, ~~homeless~~ students **experiencing homelessness**, students from military families, and students formerly in a juvenile court school**, students who are migratory, and newcomer students** (Education Code 48645.7, **48850,** 48853, 48853.5, **48911, 48915.5,** 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code **12030,** 52059.5, 64000; 20 USC 6301 et seq.)

**13. Instructional Materials and Curriculum: Diversity (Education Code 243)**

**A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)**

~~13~~**14.** Local control and accountability plan (Education Code 52075)

~~14~~**15.** Migrant education (Education Code 54440-54445)

~~15~~**16.** Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~16~~**17.** Student fees (Education Code 49010-49013)

~~17~~**18.** Reasonable accommodations to a lactating student (Education Code 222)

~~18~~**19.** Regional occupational centers and programs (Education Code 52300-52334.7)

~~19~~**20.** School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

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

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

22. State preschool programs (Education Code ~~8207-8225~~ **8200-8488, 33315**)

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

**24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3**

~~24~~**25.** 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~~**26.** Any other state or federal educational program the ~~Superintendent of Public Instruction~~ **SPI** 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.

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.

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.

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.

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.

## 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)

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.

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

5. 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), 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~~ Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

6. 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~~ Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any ~~allegation of~~ complaint alleging 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~~ Board Policy 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. 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~~ Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

## Policy 3311: Bids

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:**05/11/2017 | **Last Reviewed Date:** TBD

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements ~~regarding contracting after~~ for competitive bidding. (Public Contract Code 20116~~, 22033~~)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with Government Code 54202, and that meet the requirements for bidding procedures specified in law.
The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders ~~and shall address the issues covered by the standardized~~ on the basis of a completed questionnaire ~~and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101~~ and financial statements.

When calling for bids, the Superintendent or designee shall ensure that the bid specification**s** clearly describe~~s~~ in appropriate detail the quality, delivery, ~~and~~ service required, and includes all information **of** which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

### Award of Contract

~~Except as authorized by law and specified in the administrative regulation, contracts~~ Contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

However, the Board may let contracts to other than only the lowest responsible bidder in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best

value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

6. When procuring an alternative design-build contract for a public works project in excess of $5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

Protests by Bidders

If the bidder believes that the award is not in compliance with law, Board policy, administrative regulation, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protested documents in a timely manner shall constitute a waiver of the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Bids Not Required

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase ~~equipment or supplies to the extent authorized by law~~ any personal property, including the lease of data-processing equipment or the purchase of materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor. (Public Contract Code 20118)

~~For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.~~

## Policy 3312: Contracts

**Status:** DRAFT

**Original Adopted Date:** 07/31/1991 | **Last Revised Date:** 06/12/2025 | **Last Reviewed Date:** TBD

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest**s** ~~is~~ **are** protected~~,~~ **and** that the terms of the contract conform to **any** applicable legal standards, including ~~the~~**, but not limited to,** bidding requirements in Public Contract Code 20111.

~~In addition,~~ Board members and district employees involved in the making of contracts on behalf of the district shall comply with **applicable law and** the district's conflict of interest policy**,** as specified in Board Bylaw 9270 - Conflict of Interest.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. **(Education Code 17604, 17605, 35161)**

~~Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure.~~

**Unless otherwise exempt from disclosure under state or federal law, executed contracts for the purchase of goods or services, even if the contract contains provisions specifying that the contract is confidential or a proprietary record of the vendor, are public records to which members of the public shall have access. (Government Code 7928.801)**

No contract shall prohibit a district employee from disparaging the goods or services of any contracting party. **(Education Code 35182.5)**

**If the district utilizes a private labor compliance entity, the Superintendent or designee shall verify that the entity does not have a conflict of interest. (Labor Code 1771.8)**

**A private labor compliance entity is a third-party company hired by a district to perform labor compliance and enforcement activities on public works projects on the district's behalf. (Labor Code 1771.8)**

**A conflict of interest is a situation in which a private labor compliance entity performs labor compliance work under contract for both the district and a contractor who is bidding a public works project for the district. (Labor Code 1771.8)**

**If the district's private labor compliance entity seeks to respond to an alleged conflict of interest, the Superintendent or designee shall confer with the entity and/or the contractor regarding the applicable contracts and relevant public works law. (Labor Code 1771.8)**

### Contracts for Non-nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but **are** not ~~be~~ limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property.

   Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

2. Procedures to ensure that district personnel do not handle cash or product at the school site.

   The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales.

   The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public meeting for any contract not discussed at the annual public hearing. (Education Code 35182.5)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract **shall be a public record and** shall be accessible to the public ~~and~~**. The district** may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public **and may not enforce any such clause included by a contracting party**. (Education Code 35182.5**; Government Code 7928.801**)

**Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board~~.~~

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students~~.~~

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students~~.~~

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center~~s~~.

5. Offers parents/guardians the opportunity to request in writing that ~~their child~~ **the student** not be exposed to the program that contains the advertising~~.~~

   A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

## Contracts for Digital Storage and Maintenance of Student Records

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

## Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace ~~school~~ district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract,

the Board shall ensure that the district meets the ~~numerous~~ conditions specified in Education Code 45103.1.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exist~~s~~: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors

2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process

5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed

7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose

## Policy 3470: Debt Issuance And Management

**Status:** DRAFT

**Original Adopted Date:** 08/10/2017 **| Last Revised Date:** TBD **| Last Reviewed Date:** TBD

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. ~~(California Constitution, Article 16, Section 18)~~

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, **communication with the public,** and marketing strategy.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and**/or** other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. ~~In addition~~ **Additionally**, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

### Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt.

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

## Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt

3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

## Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

    a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements. (Government Code 53850-53858)

    b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

    c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

    a. General obligation bonds for projects approved by voters (~~California Constitution, Article 13A, Section 1;~~ Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

    b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

2. Lease financing, including certificates of participation (COPs), including, without limitation:

    a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible. (Education Code 17450-17453.1)

b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (17400-17429)

2. Special financing programs or structures offered by the federal or state government~~, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments,~~ when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs **(Government Code 53700-53706)**

~~3.~~ Temporary borrowing **or short-term transfers** from other sources ~~such as the County Treasurer.~~**, including the following: (Education Code 42620, 42621; Government Code 53820-53833, 53850-53858)**

a. **When the district lacks sufficient funds to meet its current expenses:**

i. **Transfers of funds from the County Treasurer up to 85 percent of the amount of money that will accrue to the district within the fiscal year**

ii. **Transfers of funds from the county school service fund up to 85 percent of the money accruing to the district at the time of transfer, to be repaid before June 30 of the current fiscal year**

b. **Temporary borrowing from other sources**

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133.)

**Relationship of Debt to District Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

**Structure of Debt Issues**

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code **15102,** 15106**, 15268, and 15270**.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (~~California Constitution, Article 16, Section 18;~~ Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

## Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale ~~with~~ **which is most cost-effective, that has** the potential to achieve the lowest financing cost**,** and/or ~~to~~ generate**s** other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost.

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates

3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

**Before any sale of bonds, the Board shall adopt a resolution stating the Board's express approval of the method of sale and a statement of the reasons for the method of sale selected. (Education Code 15146)**

## Investment of Proceeds

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

## Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general

obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

## Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)
When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

~~In addition~~ Additionally, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

## Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

~~On or before~~ Following a bond issuance, by each subsequent January 31 ~~of each year,~~ the ~~Superintendent or designee~~ district shall submit an annual report to the CDIAC ~~regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from~~ that consists of the following information for a reporting period of the prior July 1 to June 30, inclusive. (Government Code 8855)

1. The debt authorized, issued, authorized but unissued, and debt for which authorization has lapsed during the reporting period

2. The principal balance at the beginning of the reporting period, the principal paid during the reporting period, and the remaining principal outstanding at the end of the reporting period

3. The use of proceeds of issued debt including the amount of proceeds available at the beginning of the reporting period, the proceeds spent during the reporting period and the purposes for which they were spent, and the proceeds remaining at the end of the reporting period

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. ~~In addition~~ Additionally, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

~~The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.~~

## Policy 4030: Nondiscrimination In Employment

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:**09/08/2022 | **Last Reviewed Date:** TBD

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, **and accompanying administrative regulation,** employees include ~~job applicants,~~ interns, volunteers**, and job applicants, and** other persons ~~who contracted~~ **with an employment relationship** with the district ~~to provide services, as applicable~~.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of **one, or a combination of two or more, protected characteristics which include, but may not be limited to,** the employee's actual or perceived ~~race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression,~~ **or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; and parental, marital, and family status;** or association with a person or group with one or more of these actual or perceived characteristics. **(Education Code 200, 210.1, 210.2, 212, 212.1, 220, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)**

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that ~~the district is required to do so in order~~ **such inquiry is necessary** to comply with federal immigration law. (2 CCR 11028)

**In addition, unless otherwise provided for in law, the district may not discriminate against an employee in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the person's hair, blood, urine, or other bodily fluid. However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)**

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking ~~of~~ adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is **offensive and** so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based **one, or a combination of two or more protected characteristics, which include, but may not be limited to,** on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, ~~including transgender status~~ **or sexual orientation**

    b. Religious creed discrimination based on an employee's religious belief or observance, **and practice,** including religious dress or grooming practices, or based on the district's failure or refusal to use

reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

**e.** **Requiring an employee to disclose information relating to the employee's reproductive health decision-making**

**f.** **Including a statement in a job advertisement, posting, application, or other material that an applicant is required to have a driver's license, unless the district reasonably expects driving to be one of the job functions for the position and reasonably believes that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district**

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

~~Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.~~

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator ~~as soon as practical after the incident~~ **within one workday**. All other employees ~~are encouraged to~~ **shall** report such incidents to their supervisor **or designated district coordinator** ~~immediately~~ **within one workday**.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

**Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sexual harassment under Title IX shall be investigated and resolved in accordance with the procedures specified in Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures.**

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated

employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California **Civil Rights** Department ~~of Fair Employment and Housing~~, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

## Policy 4033: Lactation Accommodation

**Status:** DRAFT

**Original Adopted Date:** 09/10/2020 | **Last Revised Date:** TBD | **Last Reviewed Date:** TBD

The Governing Board recognizes the immediate and long-term health benefits of ~~breastfeeding~~ **breast milk** and desires to provide a supportive environment for any district employee to express **breast** milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate ~~personnel~~ **district administrator** in advance of the intent to request an accommodation. The supervisor **or appropriate district administrator** shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor **or appropriate district administrator** shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless **there exist** limited circumstances ~~exist,~~ as specified in law. (Labor Code 1031, 1032; 29 USC ~~207~~ **218d, 42 USC 2000gg-1**)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

### Break Time and Location Requirements

**For at least a year after the birth of a child, the** ~~The~~ district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030**; 42 USC 2000gg-1**)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC ~~207~~ **218d**)

The employee shall be provided ~~the use of~~ **a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be** a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area~~. The room or location provided~~ **and** shall meet the following requirements: (Labor Code 1031; 29 USC ~~207~~ **218d**)

1. Is shielded from view and free from intrusion while the employee is expressing **breast** milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing **breast** milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

**Dispute Resolution**

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

**Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).**

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## Policy 4040: Employee Use Of Technology

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 10/08/2015 | **Last Reviewed Date:** TBD

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; ~~and~~ improving access to and exchange of information**; enriching curriculum; and enhancing student learning**. ~~The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.~~

~~Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.~~

District technology includes, but is not limited to, computers~~, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices~~ **hardware, software, or software as a service provided or paid for by the district, whether accessed on or off site or through district-owned or personally owned equipment or devices, including tablets and laptops; computer servers, wireless access points (routers), and wireless computer networking technology (wi-fi); the Internet; email; applications (apps), including artificial intelligence (AI) apps; telephones, cellular or mobile telephones, smartphones, smart devices, and wearable technology; or any wireless communication device, including radios**.

**Employees shall review the prohibited and permitted uses of technology as specified in Board Policy 5131.9 - Academic Honesty, be responsible for the appropriate use of technology, and use district technology primarily for purposes related to their employment consistent with board policies and administrative regulations.**

**An employee may use technology, including AI apps, to assist the employee in the performance of the employee's professional duties, including, but not limited to, the following specific tasks: developing syllabi, creating curriculum, reviewing student work, suggesting instructional strategies, and researching academic content or instructional techniques. Any employee using technology, including AI, shall review and be responsible for any final product or document; not share confidential student records with a third party, such as an AI app, except as permitted by law; and use the technology in accordance with Board Policy 6162.6 - Use of Copyrighted Materials, and in a manner otherwise consistent with law, board policies, and administrative regulations. If an employee is unsure about the appropriate use of technology, the employee shall confer with the Superintendent or designee before using.**

**As determined by the Superintendent or designee, employees shall receive professional development in the appropriate use of these resources, including in the use of AI apps.**

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology**, including the use of AI apps**. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, ~~or~~ display**, or otherwise engage with** harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, ~~Board~~ **board** policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful

purpose. (20 USC 6777; 47 USC 254)

**The Superintendent or designee shall regularly review current guidance regarding cybersecurity, data privacy, and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, the monitoring and response to cyberattacks, ensuring data privacy, and managing suspicious and/or threatening digital media content, in accordance with Board Policy 3580 - District Records.**

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any ~~equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password~~ **district technology, as defined above, even when using their personal devices**. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records**, including communications,** maintained on any personal **accounts or** device ~~or messages sent or received on a personal device that is being~~ used to conduct district business ~~may be~~ **are** subject to disclosure **at the district's request, and** pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

**Employees may access their mobile or other communications device if there is a need to seek emergency assistance, assess the safety of a situation, or communicate with a person to confirm the person's safety. (Labor Code 1139)**

## Policy 4119.11: Sexual Harassment

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

~~The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.~~

**The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.**

The Governing Board is committed to providing a safe work environment that is free of **discrimination,** harassment**,** and intimidation**, including sexual harassment**. The Board prohibits sexual harassment ~~against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy~~**, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district**.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

**Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)**

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:**(Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)**

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. **Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units**
4. ~~3~~**4.** Ensuring prompt, thorough, fair, and equitable investigation of complaints **through the appropriate state and/or federal procedures**
5. 4**5.** Taking timely and appropriate corrective/remedial action(s)~~, which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments~~

The Superintendent or designee ~~shall~~ **may** periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy**(ies)** , complaint procedures, or training**, as appropriate and in accordance with law**.

### ~~Sexual Harassment~~ Reports and Complaints

~~District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX~~

~~Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.~~

**Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)**
**Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.**

Once notified, the Title IX Coordinator shall ensure **that** the complaint ~~or allegation~~ **alleging sexual harassment** is addressed through ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or ~~AR~~ **Administrative Regulation** 4030 - Nondiscrimination in Employment, as applicable. ~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law~~ **Additionally**, the Title IX Coordinator shall ensure that any implementation of ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 **- Title IX Sexual Harassment Complaint Procedures,** concurrently meets the requirements of ~~AR~~ **Administrative Regulation** 4030**- Nondiscrimination in Employment**.

~~The~~ **Before or after the filing of a formal complaint or where no formal complaint has been filed, the** Title IX Coordinator shall offer **and coordinate** supportive measures **to be provided** to the complainant and respondent, as deemed appropriate under the circumstances.**(34 CFR 106.30, 106.44)**

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

## Policy 4219.11: Sexual Harassment

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

~~The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.~~

**The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.**

The Governing Board is committed to providing a safe work environment that is free of **discrimination,** harassment**,** and intimidation**, including sexual harassment**. The Board prohibits sexual harassment ~~against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy~~**, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district**.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

**Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)**

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:**(Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)**

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. **Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units**
4. ~~3~~**4.** Ensuring prompt, thorough, fair, and equitable investigation of complaints **through the appropriate state and/or federal procedures**
5. 4**5.** Taking timely and appropriate corrective/remedial action(s)~~, which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments~~

The Superintendent or designee ~~shall~~ **may** periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy**(ies)** , complaint procedures, or training**, as appropriate and in accordance with law**.

### ~~Sexual Harassment~~ Reports and Complaints

~~District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX~~

~~Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.~~

**Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)**
**Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.**

Once notified, the Title IX Coordinator shall ensure **that** the complaint ~~or allegation~~ **alleging sexual harassment** is addressed through ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or ~~AR~~ **Administrative Regulation** 4030 - Nondiscrimination in Employment, as applicable. ~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law~~ **Additionally**, the Title IX Coordinator shall ensure that any implementation of ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 **- Title IX Sexual Harassment Complaint Procedures,** concurrently meets the requirements of ~~AR~~ **Administrative Regulation** 4030**- Nondiscrimination in Employment**.

~~The~~ **Before or after the filing of a formal complaint or where no formal complaint has been filed, the** Title IX Coordinator shall offer **and coordinate** supportive measures **to be provided** to the complainant and respondent, as deemed appropriate under the circumstances.**(34 CFR 106.30, 106.44)**

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

## Policy 4319.11: Sexual Harassment

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 10/14/2021 | **Last Reviewed Date:** TBD

~~The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.~~

**The district does not discriminate on the basis of sex in any of its programs or activities and complies with Title IX of the Education Amendments of 1972 and its implementing regulations.**

The Governing Board is committed to providing a safe work environment that is free of **discrimination,** harassment**,** and intimidation**, including sexual harassment**. The Board prohibits sexual harassment ~~against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy~~**, as defined in the accompanying administrative regulation, in district programs and activities by and against district employees. For purposes of this policy and accompanying administrative regulation, employees include interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district**.

~~Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.~~

**Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sexual harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)**

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:**(Education Code 231.5; Government Code 12950.1; 2 CCR 11023; 34 CFR 106.8, 106.45)**

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. **Publicize as specified in Exhibit (1) 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, the required notifications related to Title IX to employees, applicants for employment, and bargaining units**
4. ~~3~~**4.** Ensuring prompt, thorough, fair, and equitable investigation of complaints **through the appropriate state and/or federal procedures**
5. 4**5.** Taking timely and appropriate corrective/remedial action(s)~~, which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments~~

The Superintendent or designee ~~shall~~ **may** periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy**(ies)** , complaint procedures, or training**, as appropriate and in accordance with law**.

### ~~Sexual Harassment~~ Reports and Complaints

~~District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX~~

~~Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.~~

**Any district employee who has experienced sexual harassment in the district's education program or activity may file a complaint with the district's Title IX Coordinator. (34 CFR 106.8)**
**Any employee with knowledge of conduct that reasonably may constitute sexual harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday.**

Once notified, the Title IX Coordinator shall ensure **that** the complaint ~~or allegation~~ **alleging sexual harassment** is addressed through ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or ~~AR~~ **Administrative Regulation** 4030 - Nondiscrimination in Employment, as applicable. ~~Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law~~ **Additionally**, the Title IX Coordinator shall ensure that any implementation of ~~AR~~ **Administrative Regulation** 4119.12/4219.12/4319.12 **- Title IX Sexual Harassment Complaint Procedures,** concurrently meets the requirements of ~~AR~~ **Administrative Regulation** 4030**- Nondiscrimination in Employment**.

~~The~~ **Before or after the filing of a formal complaint or where no formal complaint has been filed, the** Title IX Coordinator shall offer **and coordinate** supportive measures **to be provided** to the complainant and respondent, as deemed appropriate under the circumstances.**(34 CFR 106.30, 106.44)**

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

## Policy 6142.1: Sexual Health And HIV/AIDS Prevention Instruction

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:**06/23/2022 | **Last Reviewed Date:** TBD

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction ~~on~~ in comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

The district shall respect the rights of parents/guardians to supervise their students' education on these subjects and to impart values to their children regarding human sexuality.

~~The district's educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing~~ As specified in the accompanying administrative regulation, the district shall strive to provide students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking; ~~and~~ to have healthy, positive, and safe relationships and behaviors; ~~. The district's educational program shall also promote students' understanding of~~ to understand sexuality as a normal part of human development; and ~~their development of~~ to develop healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family. (Education Code 51930-51939)

~~The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~

Each student in grades 7-12 shall receive ~~Comprehensive~~ comprehensive sexual health ~~education~~ and HIV prevention education ~~shall be offered to all students in grades 7-12~~ at least once in ~~junior high or~~ middle school and at least once in high school unless the student's parent(s)/guardian(s) opt the student out of such instruction as specified in "Parent/Guardian Notification and Opt-Out" in the accompanying administrative regulation. (Education Code 51934)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention education and the associated materials: (Education Code 51930, 51933)

1. Are age appropriate
2. Are medically accurate and objective
3. Are aligned with and support the following purposes:
    a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
    b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
    c. To promote understanding of sexuality as a normal part of human development
    d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education and provide educators with clear tools and guidance to accomplish that end
    e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code

6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships

9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with the knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, harassment, and intimidation

13. Provide students with the knowledge and skills for making and implementing healthy decisions about sexuality, including communication and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine

~~The~~ Additionally, the district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

The Superintendent or designee shall identify appropriate methods for informing ~~the school community~~ parents/guardians about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

**Parent/Guardian ~~Consent~~ Notification and Opt-Out**

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing ~~that~~ to opt their ~~child be excused from~~ student out of participating in comprehensive sexual health and HIV prevention education. Students so excused ~~by their parents/guardians~~ shall be given an alternative educational activity. ~~(Education Code 51240, 51938, 51939)~~ Additionally, a ~~A~~ student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian ~~declines to permit~~ opts the student ~~to receive the~~ out of such instruction. (Education Code 51240, 51938, 51939)

## Policy 6142.8: Comprehensive Health Education

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:**05/15/2025 | **Last Reviewed Date:** TBD

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated ~~school~~ approach to student health ~~system~~ which recognizes that mental health and social connection are critical to student's overall health, well-being, and academic success, supports the physical, mental, and social well-being of students, reflects the importance of digital and media literacy, and is linked to district and community services and resources.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other ~~school~~ district-based activities that promote student well-being.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades ~~K~~ kindergarten-12 ~~which~~ that is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

### Parent/Guardian Notification and Opt-Out

Parents/guardians shall be notified that they may request in writing to opt their students out of participating in instruction and assessments, including anonymous and confidential tests, questionnaires, and surveys, as specified in the accompanying administrative regulation. Students so excused shall be given an alternative educational activity. Additionally, a student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian opts the student out of such instruction. (Education Code 51240, 51900.6, 51938, 51939)

## Policy 6178.1: Work-Based Learning

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 | **Last Revised Date:** 02/11/2021 | **Last Reviewed Date:** TBD

The Governing Board desires to ~~facilitate the preparation of secondary school students for college and career school-to-career transitions by providing~~ **to improve student educational outcomes and successes and support student workforce preparedness by facilitating** work-based learning opportunities which link classroom learning with real-world experiences. **The district's** ~~Work~~ **work**-based learning opportunities ~~offered by the district~~ shall be designed to teach the skills, attitudes, and knowledge necessary for successful employment and to reinforce mastery of both academic and career technical education (CTE) standards.

**The district's** ~~Work~~ **work**-based learning **program may offer** opportunities ~~offered by the district may include~~ **for** paid and/or unpaid work experiences, including, but not limited to~~,~~**:**

1. ~~w~~**W**ork experience education as defined in Education Code 51764~~,~~
2. ~~c~~**C**ooperative CTE or community classrooms as defined in Education Code 52372.1~~,~~
3. ~~j~~**J**ob shadowing **experience** as defined in Education Code 51769~~,~~
4. ~~s~~**S**tudent internships~~,~~
5. ~~a~~**A**pprenticeships~~,~~
6. ~~s~~**S**ervice learning~~,~~
7. ~~e~~**E**mployment in social/civic or school-based enterprises~~, and~~
8. ~~t~~**T**echnology-based or other simulated work experiences~~.~~

**The Superintendent or designee may provide students employment opportunities with public and private employers in areas within or outside the district, including in any contiguous state. (Education Code 51768)**

**The Board may elect to pay wages to students participating in a work-based learning program, but shall not make payments to or for private employers except for students with disabilities who are participating in work experience education programs funded by the state for such students. (Education Code 51768)**

**Any district plan for work-based learning shall be submitted to the Board for approval. When required, the plan shall be submitted to the California Department of Education or other state agency or official.**

The Superintendent or designee ~~shall involve local~~ **may collaborate with** businesses ~~or business organizations~~ **, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers** in planning and implementing work-based learning opportunities that support the district's vision and goals for student learning and local workforce development efforts. ~~He/she also may work with postsecondary institutions, community organizations, and others to identify opportunities for work-based learning.~~

**At the beginning of the first semester or quarter of the regular school term, the Superintendent or designee shall notify parents/guardians of students in grades 11-12 about local apprenticeship and pre-apprenticeship programs and make the Division of Apprenticeship Standards' database accessible through a direct link on the district's website. (Education Code 48980.5)**

**In accordance with Board Policy 6178 - Career Technical Education, the district may provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events.**

**As specified in Board Policy 6142.94 - History-Social Science Instruction, the district shall annually observe "Workplace Readiness Week." (Education Code 49110.5)**

When required by law, the Superintendent or designee shall develop a written training agreement with the employer that describes the conditions and requirements to be met by all parties and shall develop an individual training plan for each student which outlines the objectives or competencies that the student is expected to accomplish at the work site. (5 CCR 10070-10071, 10087, 10108)

**To ensure appropriate guidance and supervision of participating students and maximize the educational benefit from placement in any work-based learning program,** ~~D~~district staff shall coordinate with the workplace supervisors or mentors ~~to ensure appropriate guidance and supervision of participating students and maximum educational benefit from placement in the program~~.

A minor student shall be ~~issued a work permit before beginning~~ **allowed** employment through a paid work-based learning program **only if the student has been issued a work permit,** in accordance with law, Board policy, and administrative regulation. (Education Code 49113, 49160)

All laws or rules applicable to minors in employment relationships shall be applicable to students enrolled in work-based learning programs. (Education Code 51763)

The Superintendent or designee shall ensure that any student participating in a work-based learning program off school grounds is covered under the employer's or district's insurance, as applicable, in the event the student is injured.

The Superintendent or designee shall ensure that any teacher~~/~~-coordinator of a work-based learning program possesses the appropriate credential issued by the Commission on Teacher Credentialing. (5 CCR 10075, 10080, 10100)

The Superintendent or designee shall maintain records for each student's participation in the **district's work-based learning** program, including, but not limited to, the student's individualized training plan, ~~his/her~~ employment hours and job site, work permit if applicable, employer's report of student's attendance and job performance, the teacher~~/~~-coordinator's consultations and observations, and the student's grade and credits earned.

The Superintendent or designee shall periodically report to the Board regarding program implementation and effectiveness, including, but not limited to, rates of student participation in work-based learning programs and assessment results of participating students.

## Bylaw 9250: Remuneration, Reimbursement And Other Benefits

**Status:** DRAFT

**Original Adopted Date:** 12/11/2008 **| Last Revised Date:** 12/11/2025 **| Last Reviewed Date:** TBD

### Compensation

Each member of the Governing Board ~~may receive a~~ **shall be provided** monthly compensation of ~~$306.31~~ **$500 in Year 1, $600 in Year 2, $700 in Year 3, $800 in Year 4, $900 in Year 5, $1,000 in Year 6, $1,100 in Year 7, and $1,200 in Year 8 and thereafter, less any amounts deducted for meeting absences which are not excused by the Board**. (Education Code 35120)

**Board members are not required to accept the monthly compensation.**

On an annual basis, the Board may **amend this Bylaw to** increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

~~Board members are not required to accept payment for meetings attended.~~

~~Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)~~

~~A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)~~

**A Board member who is absent from a Board meeting shall not receive the pro rata monthly compensation for that meeting unless the Board finds, via resolution, that at the time of the Board meeting the Board member was absent due to the need to perform services for the district, illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)**

Student Board member~~s~~ **compensation** shall ~~receive no compensation for meetings attended~~ **be provided in accordance with Board Bylaw 9150 - Student Board Members**. ~~(Education Code 35012)~~

**Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall, when required by law, verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)**

### Reimbursement of Expenses

**The district shall reimburse individual** Board members ~~shall be reimbursed~~ for actual and necessary expenses incurred when performing authorized services for the district**, including services directed by the Board**. ~~Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies~~ **The timelines and procedures for reimbursement shall be the same as those** established for district personnel and at the same rate of reimbursement.**(Education Code 31560, 35044; Government Code 8314)**

~~Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)~~

~~Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.~~

**All other expenses, including personal expenses, shall be the responsibility of individual Board members and shall not be paid or reimbursed by the district. (Government Code 8314)**

Personal expenses shall ~~be the responsibility of individual Board members. Personal expenses~~ include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Any **Board member with** questions regarding the propriety of a particular type of expense ~~should be resolved by~~ **shall seek and receive guidance from** the Superintendent or designee before the expense is incurred.

**~~Health and Welfare~~ Benefits for ~~Current~~ Board Members**

Board members may participate in the health and welfare benefits program provided for district employees **as permitted by law**. **However, health** ~~Health~~ and welfare benefits for Board members shall be no greater than that received by the district's ~~nonsafety~~ **noncertificated** employees with the most generous schedule of benefits. (Government Code **53201, 53205,** 53208.5)

Board members who elect to participate **in the district health and welfare benefit program or in any approved health plans** shall pay the full cost of premiums.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan. **(Family Code 297.5; Government Code 53205.1)**

# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Dr. Ramon Miramontes, Superintendent
**CATEGORY:** Consent/Action
**ITEM TITLE:** Approval of Governing Board Meeting Minutes

## BACKGROUND INFORMATION

The Governing Board routinely reviews and approves minutes from all Regular and Special meetings to ensure accurate record-keeping.

## REPORT/PROPOSAL

Included in this board packet are the unadopted minutes for the Governing Board's consideration:

Regular Board Meeting – February 12, 2026

## FISCAL ANALYSIS

There is no impact to the General Fund with the approval of the meeting minutes.

## RECOMMENDATION

Staff recommends the approval of the Governing Board meeting minutes as submitted.

***Prepared by:*** *Rosibel Acosta, Executive Assistant to the Superintendent*

**Regular Governing Board Meeting**
**Meeting Minutes**

# CABRILLO UNIFIED SCHOOL DISTRICT

**Date and Time**
Thursday, February 12, 2026 at 6:00 PM

**Location**
Cunha Intermediate School Library Room, 600 Church Street, Half Moon Bay, California 94019

**Teleconference Location**
This meeting is also conducted by teleconference at the following location:
7 Bubbling Creek Drive, Travelers Rest, South Carolina 29690

**Video Recording on Pacific Coast TV YouTube Channel**
https://www.youtube.com/playlist?list=PLFUunuheJ0ZVRqCNQQy7IC-5fv3KEKlPr

**TELECONFERENCE LOCATION**
Board Member Peter Cerneka participated in the meeting via teleconference from 7 Bubbling Creek Drive, Travelers Rest, South Carolina 29690. The teleconference location was open to the public, and members of the public were permitted to address the Governing Board from that location in the same manner as if attending the regular meeting location.

## 1. OPENING ITEMS

a. Call Public Session to Order
President Cortes called the meeting to order at 6:00 p.m.

The Board President announced that the meeting was being conducted pursuant to California Government Code section 54953(b) concerning teleconferencing of meetings. Board Member Peter Cerneka participated in the meeting via

videoconference from 7 Bubbling Creek Drive, Travelers Rest, South Carolina 29690, a location identified on the posted agenda in accordance with the Brown Act.

The Board President confirmed that Board Member Cerneka was able to hear the proceedings, had a copy of the agenda, that the agenda had been posted at the teleconference location, and that the location was accessible to members of the public for participation in the public portions of the meeting. Board Member Cerneka responded affirmatively to each inquiry.

Members of the Governing Board confirmed that they were able to hear Board Member Cerneka.

The Board President announced that, due to teleconference participation, all actions taken during the meeting would be conducted by roll call vote.

b. Roll Call / Quorum
A quorum of the Board was present.

**Board Members Present:**

- Lizet Cortes, President
- Peter Cerneka, Vice President
- Breanna Lafontaine, Clerk
- Mary Beth Alexander, Member
- Carmen Daniel, Member
- Maverick Johnson, Student Board Member, Half Moon Bay High School
- Martin Juarez, Student Board Member, Pilarcitos High School

**Administrators Present:**

- Dr. Ramon Miramontes, Superintendent
- Jennifer Marsh, Chief Business Officer
- Israel Castillo, Chief Academic Officer

c. Pledge of Allegiance
Pilarcitos High School Student Board Member Marlin Juarez led the Pledge of Allegiance

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d. Approval of the Agenda

A motion was made to approve the agenda as presented.

*Moved by:* Breanna Lafontaine
*Seconded by:* Mary Beth Alexander

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Preferential Vote:**
Maverick Johnson, Student Board Member, Half Moon Bay High School
Martin Juarez, Student Board Member, Pilarcitos High School

## 2. SPOTLIGHT THE COASTSIDE WAY!

a. Celebrating Our Success

1. **Community Engagement**
    a. Recognizing Kendra Holland, Hiro Ellis, Chris Giannini, and Lisa Zanette for their service on the Bond & Parcel Tax Citizens' Oversight Committee and their commitment to fiscal oversight and transparency in support of Cabrillo Unified School District.
2. **Farallone View Elementary School**
    a. Honoring Sandy Myers for more than 30 years of exceptional service to the students, staff, and families of Cabrillo Unified School District.

b. Farallone View Elementary School Board Presentation (Presentation)

**Supporting Documents/Attachments:**

1. Farallone View Elementary Board Presentation 2025-26.pdf
   *Principal Amy McVicker* presented an overview of Farallone View Elementary School, highlighting campus modernization, enrollment trends, academic performance, student engagement, and school

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initiatives, including the Safe Routes to School partnership.

c. Student Board Members Report

1. Pilarcitos High School Student Board Member ***Student Board Member Martin Juarez*** *r*eported on recent activities, including a mural project, a grant application for a counseling position, and the completion of the WASC self-study, with a site visit scheduled in March.
2. Half Moon Bay High School Student Board Member ***Student Board Member Maverick Johnson*** reported on recent school activities, including a successful winter dance fundraiser, upcoming prom planning, student events, athletic updates, and participation in field trips and academic programs.

## 3. GENERAL BUSINESS

a. Immigration Support Plan Overview Board Presentation (Presentation)

**Supporting Documents/Attachments:**

1. Immigrant Support Plan Overview 2026.pdf
   *James Barnes, Director of Educational Support Services*, presented an overview of the District's Immigration Support Plan, including resources for students and families, staff guidance protocols, legal requirements, and communication strategies to ensure safe, inclusive, and compliant school environments.
   **Public Comment:**
   ***Christine Walker*** provided comments regarding the District's immigration support efforts and communication with families and the broader community.

b. Approval of Mandated Immigration-Related Governing Board Policy Updates (First and Final Reading)

**Supporting Documents/Attachments:**

1. CDE_AB 49_Immigration_Enforcement_Requirements.pdf
2. Policy Guidesheet.pdf

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a. 0450 BP Comprehensive Safety Plan_0625_0126_DRAFT.pdf
b. 1340 BP Access To District Records_0126_DRAFT.pdf
c. 1445 BP Response To Immigration Enforcement_0126_NEW_DRAFT.pdf
d. 5125 BP Student Records_0126_DRAFT.pdf
e. 5125.1 BP Release Of Directory Information_0625_0126_DRAFT.pdf
f. 5145.13 BP Response To Immigration Enforcement_250424_0126_DELETE.pdf

A motion was made to approve Item 3b as presented.

*Moved by:* Breanna Lafontaine
*Seconded by:* Mary Beth Alexander

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Preferential Vote:**
Martin Juarez, Student Board Member, Pilarcitos High School

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.

c. Dual Immersion Program Master Plan Presentation (Presentation)

**Supporting Documents/Attachments:**

1. Dual Language Immersion Master Plan Presentation 2026.pdf
   *Israel Castillo, Chief Academic Officer,* presented the Dual Immersion Program Master Plan, outlining program goals, instructional models, language allocation, and alignment across grade levels to improve consistency, student outcomes, and pathways toward biliteracy and the State Seal of Biliteracy.

**Public Comments:**

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***Catrine Brown*** provided comments regarding the Dual Immersion Program, including observations related to program structure, implementation, and continuity across grade levels.
***Kendra Holland*** provided comments regarding the Dual Immersion Program, including observations related to program implementation and alignment at the middle and high school levels.

d. 2025-26 LCAP Mid-Year Monitoring Report and Key Performance Indicator Update (Presentation)

**Supporting Documents/Attachments:**

1. 2025-26 LCAP Mid-Year Report Presentation 2026.pdf
2. 2026 LCAP Mid-Year Report for the 2025-26 LCAP CUSD.pdf

*Israel Castillo, Chief Academic Officer,* presented the 2025–2026 LCAP mid-year monitoring report, including updates on student performance data, key indicators, and progress toward district goals, with a focus on equity, academic outcomes, and targeted areas for improvement.

**Public Comments:**

***Stacy McCarthy*** provided comments regarding the LCAP, including observations related to student achievement, college readiness, and communication with families about academic progress and available resources.

e. Approval of Independent Audit Report for the Year Ending June 30, 2025 (Action)

**Supporting Documents/Attachments:**

1. 2024-25 CUSD Audited Financials_C_ALLP.pdf
2. C_ALLP FY25 GASB Management Letter 2026.pdf
3. C_ALLP FY25 GASB Board Letter 2026.pdf

A motion was made to approve Item 3e as presented

*Moved by:* Mary Beth Alexander

*Seconded by:* Breanna Lafontaine

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**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

f. Citizens' Bond and Parcel Tax Oversight Committee Annual Report 2024-25 (Action)

**Supporting Documents/Attachments:**

1. Citizens' Bond and Parcel Tax Oversight Committee Annual Report 2024-25.pdf
2. FY25 CUSD Prop 39 Measure K Report C&ALLP.pdf
3. FY25 CUSD Prop 39 Measure M Report C&ALLP.pdf
4. FY25 CUSD Prop 39 Measure S Report C&ALLP.pdf

A motion was made to approve Item 3f as presented

*Moved by:* Mary Beth Alexander
*Seconded by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

g. Derivi Castellanos Architects Presentation on Measure K Projects at Half Moon Bay High School (Presentation)

**Supporting Documents/Attachments:**

1. Measure K Projects Update Presentation 2026
   Ramon Gomez, Principal Architect of Derivi Castellanos

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Architects, presented an overview of the Measure K projects at Half Moon Bay High School, including planned facility improvements, project scope, timeline, and coordination efforts to support modernization and enhance student learning environments.

h. Approval of Architectural Services Agreement with Derivi Castellanos Architects for Measure K Priority Projects at Half Moon Bay High School (Action)

**Supporting Documents/Attachments:**

1. Derivi Castellanos Architects Agreement for Architectural Services_HMBHS.pdf

A motion was made to approve Item 3h as presented

*Moved by:* Carmen Daniel

*Seconded by:* Mary Beth Alexander

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

i. Approval of Final Fee Adjustment for El Granada Elementary School Phase I Project (Action)

**Supporting Documents/Attachments:**

1. QKA_El_Granada_ES_Phase_One_GMP_Fee_Adjustment.pdf

**Public Comments:**
***Nicole Robinson*** provided comments regarding classroom design and instructional space at El Granada Elementary School.

A motion was made to approve Item 3i as presented

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*Moved by:* Peter Cerneka

*Seconded by:* Breanna Lafontaine

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

j. Approval of Agreement with Keep IT Simple (KIS) for Verkada Security Cabling and Installation for El Granada Elementary School Phase II Project (Action)

**Supporting Documents/Attachments:**

1. KIS Verkada Phase II Quote for El Granada.pdf

A motion was made to approve Item 3j as presented

*Moved by:* Breanna Lafontaine

*Seconded by:* Lizet Cortes

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

k. Approval of Final Architectural Fee Reconciliation with Studio W Architects for Farallone View Elementary School Modernization, Phases I & II (Action)

**Supporting Documents/Attachments:**

Draft

1. Studio W Final Architectural Fee Reconciliation with Studio for Farallone View.pdf

A motion was made to approve Item 3k as presented

*Moved by:* Breanna Lafontaine
*Seconded by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

l. Resolution 01-2026 Authorizing Designation of District Representatives for State Allocation Board Administered Programs (Action)

**Supporting Documents/Attachments:**

1. Resolution 01-2026 Authorizing Designation of District Representatives for State Allocation Board Administered Programs

A motion was made to approved Resolution 01-2026 as presented

*Moved by:* Mary Beth Alexander
*Seconded by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.

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Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

## 4. COMMUNICATIONS

a. Public Comments on Nonagenda or Consent Items

***Gerry Fong*** provided comments regarding community music programs and shared information about upcoming educational and outreach activities involving local students and schools.

b. Employee Organizations Report

1. Cabrillo Unified Teachers Association (CUTA) Representatives

   ***John Carey, CUTA President,*** reported on recent regional engagement with educators, participation in advocacy efforts, and ongoing collaboration with the District. He emphasized maintaining open communication, staff involvement in district initiatives, and shared updates on current priorities.
2. California School Employee Association (CSEA) Representatives

   ***Paul Harrison, CSEA Vice President,*** reported on ongoing collaboration with the District, progress in negotiations, and efforts to support classified staff. He shared updates on a tentative agreement and emphasized continued partnership and communication.

## 5. CONSENT AGENDA

Items listed under the Consent Agenda are of a routine nature and are not anticipated for Board discussion. The Superintendent recommends their approval. If any Board member requests the removal of an item from the consent agenda, it shall be taken off and individually considered as a regular agenda item. The Consent Agenda requires a motion, a second, and approval by a roll call vote. Each item approved by the Governing Board on the Consent Agenda is considered in full and adopted as recommended.

A motion was made to approve the Consent Agenda as presented

*Moved by:* Peter Cerneka
*Seconded by:* Mary Beth Alexander

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

a. Approval of Comprehensive School Safety Plans (Consent/Action)

b. Approval of Certificated Personnel Report (Consent/Action)

c. Approval of Classified Personnel Report (Consent/Action)

d. Approval of Donations to Cabrillo Unified School District (Consent/Action)
**Supporting Documents/Attachments:**
1. Summary Site Donations 2.12.2026

e. Information on Warrant Register Report Processed (Consent/Information)
**Supporting Documents/Attachments:**
1. January 2026 Warrant Register Redacted

f. Approval of Fire Line Extension and New Hydrant Installation at Farallone View Elementary School (Consent/Action)
**Supporting Documents/Attachments:**
1. Andreini Bros Inc Fire Hydrant Line Extension Proposal 2026.pdf

g. Approval of Agreement with Peartree+Belli Architects for Architectural Services for the Farallone View Elementary School Playground Replacement Project (Consent/Action)

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**Supporting Documents/Attachments:**

1. Agreement for the Provision of Limited Professional Architectural Services

## 6. GOVERNANCE MATTERS AND REPORTS

a. Selection of CSBA Delegates Assembly on Ballot for San Mateo County Sub-region 5-B (Action)

**Supporting Documents/Attachments:**

1. Delegate Assembly Elections 2026 Region 5B Ballot.pdf
2. Memo from President for DA Elections 2026 for DS review.pdf
3. Roster of Delegate Assembly.pdf

A motion was made to nominate the incumbent candidates and Member Alexander.

*Moved by:* Lizet Cortes

*Seconded by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

b. Approval of Out-of-State Travel to Attend the Coast2Coast Conference, Washington, D.C., Monday, April 13 – Wednesday, April 15, 2026 (Action)

**Supporting Documents/Attachments:**

1. 9240 BB Board Training_210211.pdf
2. 3350 BP Travel Expenses_130912.pdf

A motion was made to approve Item 6b as presented

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*Moved by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**
Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.
Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

c. Board Members Report

***Board Member Breanna Lafontaine***acknowledged recent community challenges and highlighted positive school events, including student engagement activities, well-attended family information nights, and a math event. She expressed appreciation for staff, community support, and recognized classroom efforts contributing to student engagement and learning.

***Member Carmen Daniel*** expressed appreciation for recent school events, including fifth and eighth grade information nights. She thanked teachers for their efforts in organizing and presenting these events and acknowledged the strong participation and engagement from families and the school community.

***Vice President Peter Cerneka***'s comments were not recorded due to technical difficulties.

***Member Mary Beth Alexander*** expressed agreement with prior comments and encouraged participation in county school board association events. He highlighted a recent program and noted the value of these opportunities for information sharing and engagement with broader educational initiatives.

***President Lizet Cortes*** expressed agreement with prior comments and acknowledged positive efforts across the district. She encouraged families to remain engaged, ask questions, and stay connected, emphasizing the Board's commitment to supporting students, families, and the

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broader school community.

d. Superintendent Report

***Superintendent Dr. Ramon Miramontes*** acknowledged Board participation in advocacy efforts and emphasized the importance of representation at the state level. He also highlighted progress in labor agreements, expressed appreciation for staff and leadership collaboration, and noted ongoing efforts to support students, families, and district priorities.

## 7. CLOSING ITEMS

a. Adjournment of the Meeting

A motion was made to adjourn the February 12, 2026, Regular Meeting at 9:42 p.m.

*Moved by:* Peter Cerneka

*Seconded by:* Carmen Daniel

**Aye:** Mary Beth Alexander, Peter Cerneka, Lizet Cortes, Carmen Daniel, and Breanna Lafontaine

**Passed 5-0**

**Early Departure:**

Maverick Johnson, Student Board Member, Half Moon Bay High School - left the meeting at 6:48 p.m.

Martin Juarez, Student Board Member, Pilarcitos High School - left the meeting at 7:43 p.m.

Minutes prepared by Rosibel Acosta, Executive Assistant to the Superintendent.

Breanna Lafontaine, Clerk

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# CABRILLO UNIFIED SCHOOL DISTRICT

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

**SUPERINTENDENT**
Dr. Ramon Miramontes

**GOVERNING BOARD**
Mary Beth Alexander
Peter Cerneka
Lizet Cortes
Carmen Daniel
Breanna Lafontaine


# MEMORANDUM

**MEETING DATE:** April 9, 2026
**TO:** Members of the Governing Board
**FROM:** Lia Ferrero, Senior Human Resources Administrator
**CATEGORY:** Action
**ITEM TITLE:** Approval of Amendment to Superintendent Employment Agreement

## BACKGROUND INFORMATION

The Superintendent is a contracted executive position whose compensation is governed by an individual employment agreement approved by the Governing Board. As the District's chief executive officer, the Superintendent is responsible for the overall leadership, management, and direction of the District, including academic performance, fiscal oversight, personnel administration, regulatory compliance, and implementation of Board priorities.

The Superintendent position carries significant responsibility for District-wide outcomes and long-term strategic direction. Compensation established through an individual contract ensures alignment with the level of authority, accountability, and professional expectations associated with this role.

## REPORT/PROPOSAL

Administration is recommending approval of a salary adjustment through an amendment to the Superintendent's employment agreement, consistent with the District's "me too" practice for management and unrepresented employees.

- Effective May 1, 2025, the salary will be increased by 5%
- Effective July 1, 2025, the salary will increase by 2.5%
- Effective July 1, 2026, the salary will increase by 3%
- Effective July 1, 2027, the salary will increase by 4%
- Effective January 1, 2028, the salary will increase by 1%

These increases are consistent with the salary adjustments approved for other employee groups and reflect the District's commitment to maintaining parity and equity among management and unrepresented positions.

## FISCAL ANALYSIS

The proposed salary increase will result in an ongoing adjustment to salary and associated statutory benefit costs beginning in the 2025-26 fiscal year. Because implementation is prospective, the fiscal impact for 2025-26 reflects partial-year costs.

Funding will be supported through various sources and is detailed in the public disclosure presentation provided by Chief Business Officer Jennifer Marsh.

## RECOMMENDATION

It is recommended that the Governing Board approve the amendment to the Superintendent employment agreement as presented.

***Prepared by:*** Rosibel Acosta, Executive Assistant to the Superintendent

**CABRILLO UNIFIED SCHOOL DISTRICT**
**AMENDMENT TO EMPLOYMENT AGREEMENT**
**SUPERINTENDENT**

This Amendment to the Employment Agreement ("Amendment") is made and entered into this 9th day of April, 2026, by and between the Cabrillo Unified School District ("District") and Dr. Ramon Miramontes ("Superintendent").

## RECITALS

**WHEREAS,** the District and the Superintendent entered into an Employment Agreement dated May 1, 2025 ("Agreement"); and

**WHEREAS,** management and unrepresented employees do not participate in collective bargaining and, consistent with the District's "me too" practice to ensure parity and equitable treatment, are being considered for the same salary increases granted to members of CUTA and CSEA; and

**WHEREAS,** the parties desire to amend the Agreement to provide salary increases consistent with the District's "me too" practice.

## AMENDMENT

1. **Compensation**
   The provisions in Section 3 of the Agreement requiring a satisfactory evaluation as a condition for salary increases and tying increases to the certificated salary schedule are hereby superseded by the salary adjustments set forth in this Amendment.

   Effective May 1, 2025, the annual base salary set forth in Section 3 of the Agreement shall be increased by five percent (5%). As a result of this increase, the annual base salary shall be Two Hundred Seventy-Eight Thousand Six Hundred Ninety-Five Dollars ($278,695).

   Effective July 1, 2025, the annual base salary set forth in Section 3 of the Agreement shall be increased by two and one-half percent (2.5%). As a result of this increase, the annual base salary shall be Two Hundred Eighty-Five Thousand Six Hundred Sixty-Two Dollars ($285,662).

   Effective July 1, 2026, the annual base salary set forth in Section 3 of the Agreement shall be increased by three percent (3%). As a result of this increase, the annual base salary shall be Two Hundred Ninety-Four Thousand Two Hundred Thirty-Two Dollars ($294,232).

   Effective July 1, 2027, the annual base salary set forth in Section 3 of the Agreement shall be increased by four percent (4%). As a result of this increase, the annual base salary shall be Three Hundred Six Thousand One Dollars ($306,001).

   Effective January 1, 2028, the annual base salary set forth in Section 3 of the Agreement shall be increased by one percent (1%). As a result of this increase, the annual base salary shall be Three Hundred Nine Thousand Sixty-One Dollars ($309,061).

2. **No Other Changes**
   Except as expressly amended herein, all other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

**CABRILLO UNIFIED SCHOOL DISTRICT**

_____ _____

Lizet Cortes, President, Governing Board Date

**Superintendent**

_____ _____

Dr. Ramon Miramontes Date