

Regular Board Meeting

10/05/2023 06:00 PM

819 West Iowa Avenue, Sunnyvale, CA 94086 3611 Bobolink Lane, Orlando FL 32803



AGENDA

Our Mission

Sunnyvale School District provides every student with a strong foundation of academic, behavioral, and social-emotional skills to prepare them for success in a diverse, challenging, and changing world.

- Agenda materials are available online and in the Superintendent's Office upon request.
- Individuals requiring special accommodation should contact the Superintendent's Office at least two working days before the meeting date.

STREAM LIVE: CLICK HERE(https://simbli.eboardsolutions.com/SU/WyR3sDftosrsoesb9BLslshPg==)

1. OPENING OF MEETING BY BOARD PRESIDENT

The Board President shall announce that a recording is being made at the direction of the Board and that the recording may capture sounds of those attending the meeting.

- A. Roll Call
- B. Pledge of Allegiance
- C. Living Land Acknowledgement

2. APPROVAL OF AGENDA

The Board may delete items from its posted agenda, and may also add items to its posted agenda (pursuant to Govt. Code 54954.2), if such items to be added arise out of "emergency situations," as defined under Govt. Code Sec. 5496.5.

3. STUDY SESSION 5

A. Beginning of the Year Data & CAASPP

6

- 4. COMMENTS FROM THE BOARD AND SUPERINTENDENT
- 5. COMMENTS FROM THE SUNNYVALE EDUCATION ASSOCIATION
- 6. COMMENTS FROM THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

7. COMMENTS FROM THE PUBLIC

This portion of the Agenda provides an opportunity for members of the public to directly address the Governing Board on any item of interest to the public; however, provisions of the Brown Act Government Code 54954.2(a) and .3 preclude any action being taken on any item not appearing on the posted agenda. Time limits allocated to public testimony are three (3) minutes per person and twenty (20) minutes for public comments. Speakers are asked to give their name and affiliation so that an accurate record is reflected in the minutes.

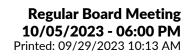


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11.	. CONSENT AGENDA ITEMS Any item on the Consent Agenda is subject to review and discussion prior to being approved by the Board. If necessary, any item(s) may be removed for separate action. The public may address the Board regarding any item(s) on the Consent Agenda.	141
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3. STUDY SESSION



3. A. Beginning of the Year Data & CAASPP 🥒



Contact Person

Tasha L. Dean, Ed.D., Chief Teaching and Learning Officer

Christina Ballantyne, Ed.D., Director of Curriculum, Instruction, and Assessment

Jonathan Watts, Coordinator of Curriculum, Instruction, and Assessment

Paul Slayton, Director of Student Services

Chin Chin Chiu, Coordinator of Behavior Services

Description

I.

Support Information

The purpose of the Beginning of the Year (BoY) Data Study Session is to review academic, attendance, behavior, and social-emotional-cultural summary data from the 2023-2024 school year and review the results of the local academic assessments for the beginning of the year.

The goal is to understand our current student data trends while developing an understanding of programmatic next steps that are taking place to support Sunnyvale's Theme of "Let's Go" and our Theory of Action to "Act with urgency to attain significantly better results."

This is one of several study sessions prepared for the school board focused on data examination along with staff's next steps. The following are the recommended guiding guestions for this study session:

1.

What additional information might be helpful in clarifying connections and understanding next steps?

2.

What direction and policies can the board provide input on that might help direct student achievement?



Recommendation

It is recommended that the Board of Education hear the presentation and discuss these guiding questions:

1.

What additional information might be helpful in clarifying connections and understanding next steps?

2.

What direction and policies can the board provide input on that might help direct student achievement?

Supporting Documents



BOY Data & CAASPP Presentation



Beginning of Year Data & CAASPP

Presented by: Teaching and Learning Team October 5, 2023



Format

Introduction

Academic data and next steps

Attendance, Behavior, & Social-emotional-cultural data and next steps

Board discussion and questions



What's behind . . .



- We have weathered the storms of COVID.
- We are a very well-resourced district.
- We have a tremendously supportive and aligned board and community.
- We have strong, positive partnerships with our employee groups based in trust.
- There is unity of purpose focused on principles of equity and anti-racism.
- We need to do better than attaining "modestly better results in some areas."
- We need to act with urgency to attain significantly better results.





Our theory of action is:



- The most important factor is the classroom instructional and intervention practice of our teachers.
- We have not been successful meeting the needs of our Hispanic/Latino English Learners.
- Improving classroom instruction and intervention practice for Hispanic/Latino English Learners will also lead to improved outcomes for all other students.
- Continuing to use an anti-racist lens will disrupt systems, policies and structures that prevent us from fulfilling our mission.
- Creating data systems that rapidly inform instruction and intervention practice will disrupt our typical modest pace of improvement.

Guiding Questions



1. What additional information might be helpful in clarifying connections/informing next steps?

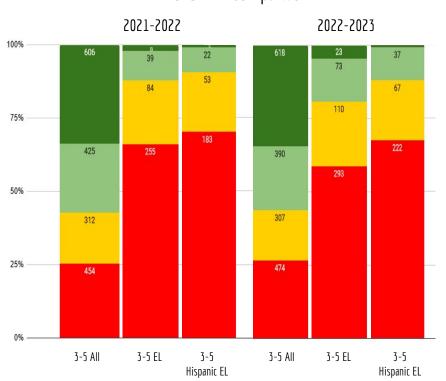
2. What direction and policies can the board provide input on that might help direct student achievement?



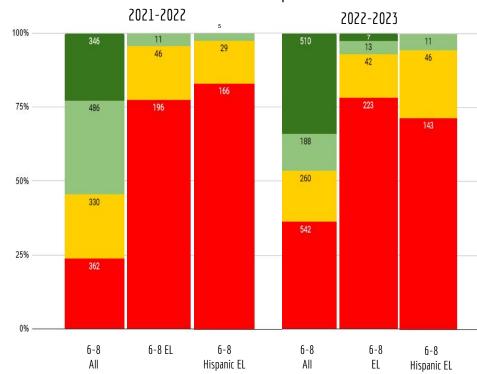
CAASPP ELA

21-22 and 22-23

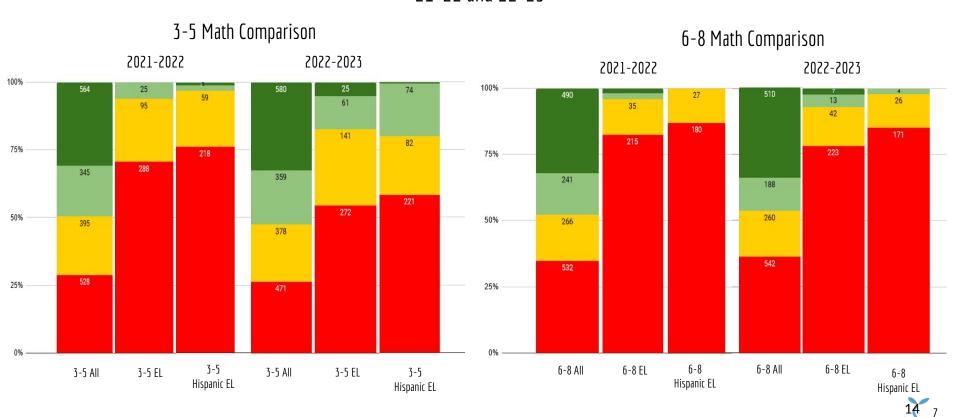




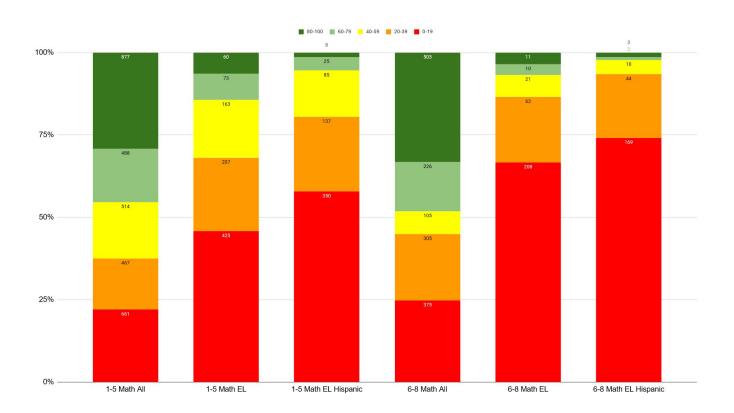
6-8 ELA Comparison



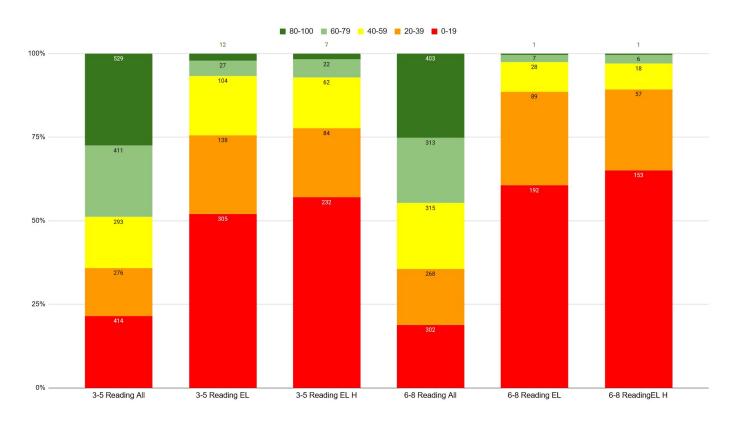
CAASPP Math 21-22 and 22-23



NWEA Beginning of Year (BOY) Math 23-24



NWEA Beginning of Year (BOY) ELA 23-24



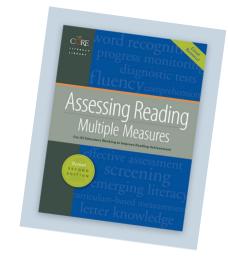
Foundational Literacy Refinement

- ELA and ELD are intertwined
- Students were not carrying reading growth into intermediate grades
- Science of Reading

K-2 and 3-5

- Phonics curriculum adoption & implementation (K-2)
- Development of interventions (K-2) and (3-5)
 - Direct Student Service Teachers on Special Assignment (DSS ToSAs)
 - Classroom teacher
 - Para educator supports









Foundational Literacy Refinement

Middle School

- Effective First Instruction focused on EL students, example=structured student talk
 - Classroom teacher
 - Co-Teachers
 - Para educator supports
- Data cycles
- Amplify adoption at Middle School
- Redesigning dELD
 - ELD 1 and 2
 - Course placement criteria
 - Use of curriculum & best practices
 - EL support classes
 - Curriculum exploration focused on Long Term English Learners (LTELs)
- Development of English Department Chairs



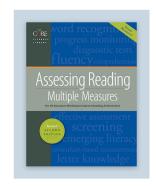






Get Reading!







Math Background and Next Steps

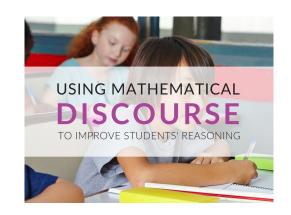
Background

- Wide range of math materials used at K-5 and 6-8 levels
- New math framework adoption by CDE, Summer 2023

Next Steps

- Math curriculum adoption & implementation (K-5)
- Development of interventions (K-5)
 - Direct Student Service Teachers on Special Assignment (DSS ToSAs)
 - Classroom teacher
 - Para educator supports
- Math pilot beginning at middle school
- Professional development on mathematical discourse on Staff Development Days
- Development of math department chairs







Supporting the Sites with Academic Gains

- Personal Learning Plans
- Principal support team
- Tracey Benson, Anti-racist coaching
 - Rapid data cycles
- SC/SVNTP walkthroughs and Compassionate Leadership
- Central office supports the school sites





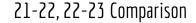
At the Sites

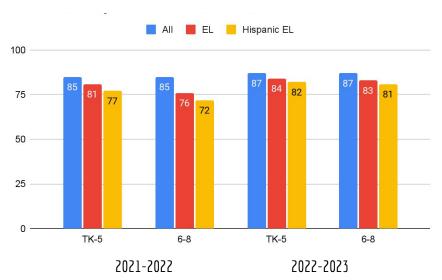
- Instructional Leadership
- Update and revision of data teams/professional learning communities (PLCs)
 - Reflection around rapid data cycles
- Focus on classroom walkthroughs and providing formative feedback to staff
- Building leadership capacity



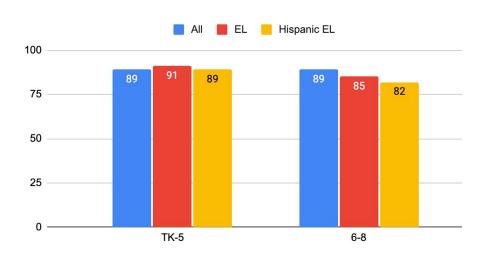
Attendance

% of students w/ 90% or greater attendance





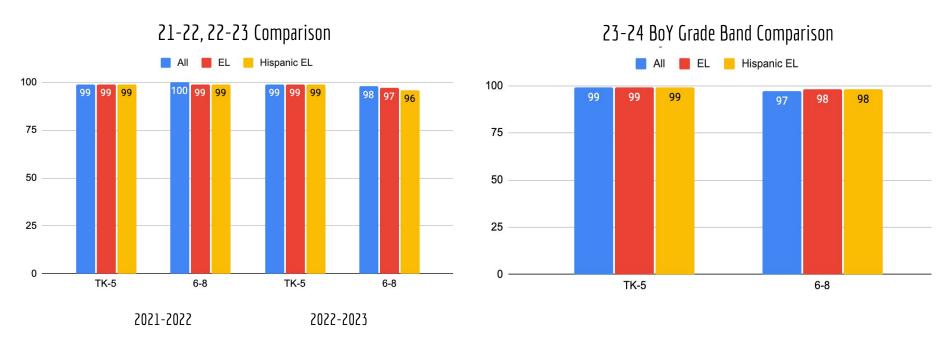
23-24 BoY Grade Band Comparison



Attendance

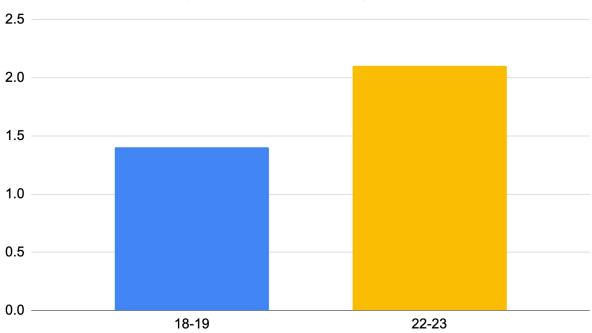
- Beginning of Year tri-fold brochure and yearly calendar refrigerator magnet with basic attendance process cut-points for intervention, and data on the effect of Chronic Absenteeism on achievement
- "Attendance Awareness" content to all families through Principals' messages
- Continue Student Attendance Review Teams' bi-weekly review of all students showing as at-risk for missing 10% or more of the school year
- District SARB team referrals for chronic attendance concerns with District level attendance plans attempted before District Attorney referral.
- Continue to coordinate an SSD representative at all Truancy Court proceedings involving Sunnyvale families.

Behavior % of students with <1% of days with referrals



Suspension 18-19 and 22-23

Percent of Students suspended at least one day



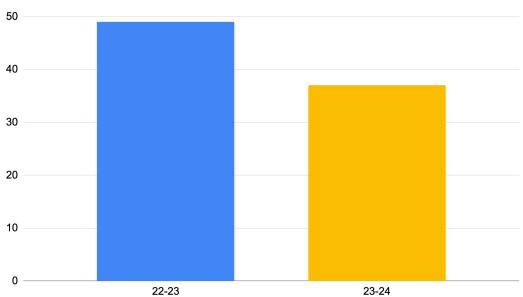
Behavior Next Steps

- Supporting "Integrated" Socio-Emotional Cultural supports throughout the school day
- Continue to utilize Mental Health intervention (CHAC, Social Worker support) alongside the school discipline process
- Expand Restorative Practices as appropriate
- Expand our use of the "Differentiated Assistance" process to review all suspensions
- Continue MTSS process for identifying (and targeting interventions) for students progressing from Tier 1 to Tier 2 or 3 behavior.

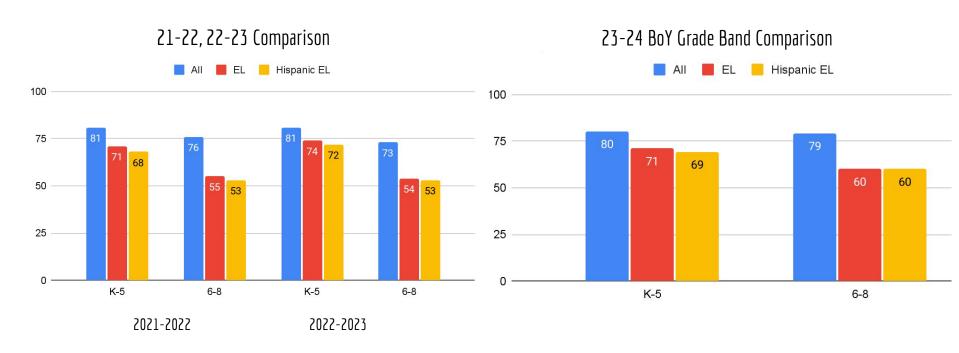
Students receiving McKinney Vento Services

22-23 and 23-24

Families receiving Mckinney-Vento services as of 10/5 (both years).



SEC
% of students reporting strengths in at least 50% of topics surveyed



Social Emotional Cultural Next Steps

Moving away from only "distinct" SEC lessons and activities.

 Integrated SEC model (meaning the SEC framework is used in academic curricular delivery, not as a separate initiative)

 SEC "consult" for all professional development delivered from the Teaching and Learning Department.

All sites accessing and using Second Step curriculum (Preschool & TK-8th grade)

SEC Next Steps Con't

 Develop leaders across all sites through the District Climate Culture Team/PBIS to integrate SEC framework to strengthen student academic learning and positive behavior outcomes that lead to taking academic risks.

 Bring to light 3 Best Practices for all staff to use (throughout the student learning day, during staff meetings, grade level meetings, and professional development)

 Resource all staff with Back to School SEC Toolkit that encompasses tutorials and lesson examples that foster an SEC environment

Ongoing review of MTSS teams' process at all sites

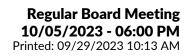
Guiding Questions



1. What additional information might be helpful in clarifying connections/informing next steps?

2. What direction and policies can the board provide input on that might help direct student achievement?







8. PRESENTATIONS



8. A. Staffing and Hiring Update



Contact Person

Jeremy Nishihara, Assistant Superintendent of Human Resources and IS Mary Beth Allmann, Director of Human Resources

Description

The Human Resources Department will present the District's efforts to hire and retain a highly effective, caring, and diverse workforce.

As an employer, the District is committed to recruiting and hiring highly qualified employees for all positions, supporting existing employees by offering opportunities for advancement, providing staff development to enhance their current skills, and by supporting and fostering our culture of continuous learning and collaboration for all employees. By doing so, we believe we can enable all students in Sunnyvale to achieve academic success through an exemplary educational experience.

Recommendation

It is recommended that the Board of Education hear the presentation regarding staffing and hiring in the Sunnyvale School District.

Supporting Documents



Recruitment and Retention Board Presentation



Staffing and Hiring Update

Jeremy Nishihara and Mary Beth Allmann October 5, 2023

Human Resources - Talent Management

"In Sunnyvale School District, we believe that equity leads to learning without limits."

- Sunnyvale School District Equity Statement

Our work is to hire and retain a highly effective, caring, and diverse workforce that will provide every student with a strong foundation of academic, behavioral, and social-emotional skills to prepare them for success in a diverse, challenging and changing world!

LCAP Intersection - Human Resources

LCAP Goals/Actions:

- Goal 1, Action 1.1 100% Appropriately Credentialed Teachers
- Goal 1, Action 1.2 90% Employee Retention Rate
- Goal 1, Action 1.2 Staff Race/Ethnicity Demographics That Mirror Our Community



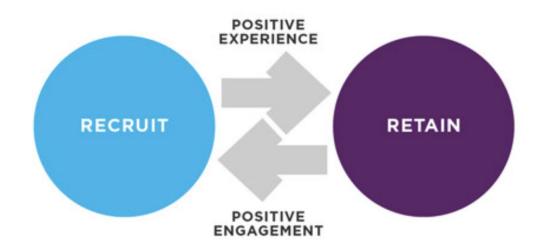
District Staffing Snapshot - 2023-2024

	Individuals	FTE	
Classified	324	284.275	
Certificated	375	369	
Management	72	72	
Non-CSEA Classified	41	7.6875	



Talent Management Theory of Action

The Interdependency of Recruitment and Retention Practices



Retention Efforts



Competitive Total Compensation



Ongoing Employee Supports

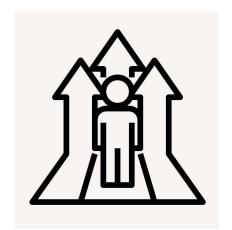
- Resilience Coaching through Acknowledge Alliance
- Employee Assistance Program (EAP)
- **Instructional Coaching Supports**

"Professionalizing the Profession"

Committed to ensuring that public education jobs remain a viable career option.



- Pathways to Teaching
- Creation of classified "Lead" and classified management positions
- Updated and accurate job descriptions
- Various employment options (whenever possible)
- Effective use of evaluation to improve practice
- Renewed focus on retaining Special Education Staff



"Professionalizing the Profession" - cont.

Utilizing opportunities to reconfigure less than 6 hour Classified positions into 6 and 8 hour positions:

- Increase Computer Specialists to 8 hours
- Increase Campus Supervisors to 8 hours
- Increase Learning Resource Center Specialists to 8 hours
- Created five 8 hour Behavior Technicians
- Created an 8 hour Bilingual Para
- Created an 8 hour School Outreach Assistant
- Various other below 6 hour positions increased to 6 hours

Recruitment Efforts

- Updating job descriptions for outdated and non-inclusive language
- Revamping recruitment materials
- Updating hiring process and interview questions to reflect equity statement
- Streamline onboarding process
- Maximizing recruitment faire opportunities



Recruitment Spotlight: SSD Classified Hiring Faire









Retention Spotlight: Project Hoagie +

Goal is to have highly qualified substitutes to support student learning and to prevent other classifications from being pulled away from primary duties.

2023-2024 Menu:

- 9 Certificated Floaters
- 2 Special Education Paras
- 1 School Administrative Assistant
- 1 Health Assistant

Measurable Outcome:

As of September 27, 2023 we have had zero unfilled certificated vacancies!!!

We Value Our Partners!







2023-2024 Hiring Season Snapshot



From July 1, 2023 to...last week!

- 39 Certificated Staff
- 29 Classified Staff
- 3 Management Staff



www.sesd.org





Next Steps

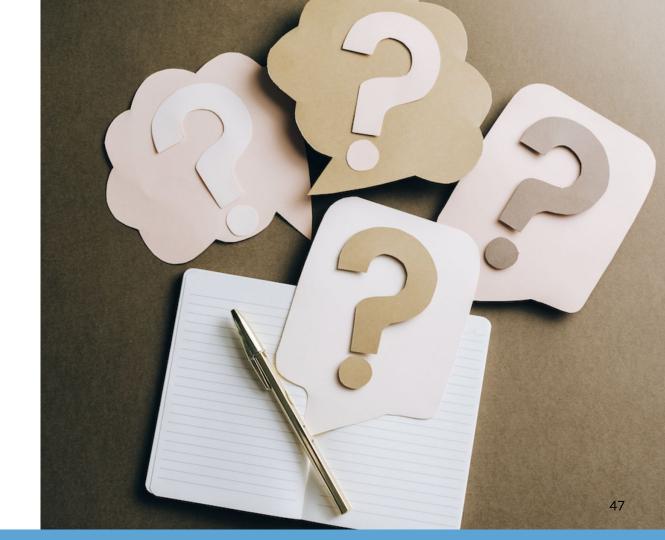


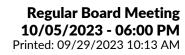
Continue the deployment of our Frontline Talent Management Application Suite:

- Absence Management Module (August 2023)
- Frontline Central (August 2023)
- Recruit and Hire Module (January 2024)
- Evaluation Module (July 2024)
- Professional Growth Module (2024)



Questions?







9. REVIEW AND DISCUSSION



9. A. Review and Discuss Board Policy 1113 - District and School Websites



Contact Person

Alia Wilson, Communication Coordinator

Description

This Board Policy has been updated to incorporate concepts from NEW LAW (AB 2273, 2022) which, although not necessarily applicable to districts, requires a business that provides an online service, product, or feature likely to be accessed by children to comply with specified requirements and provides good guidance for districts seeking to create a safe online space for students.

An accompanying exhibit is attached for reference only. It has been updated to reflect that the California Department of Fair Employment and Housing is now named the Civil Rights Department, the title of one of the employment related posters has been amended for consistency with other sample policy materials, and the exhibit reflects NEW LAW (SB 1479, 2022) which requires the district to post on its website its COVID-19 testing plan, NEW LAW (AB 185, 2022) which requires the district to post on its website interim expenditure reports on the use of Learning Recovery Emergency Funds, and NEW LAW (AB 748, 2022) which requires each school site serving students in any of grades 6-12 to have a digitized mental health poster that is distributed online to students through social media, web sites, portals, and learning platforms at the beginning of each school year.

Recommendation

It is recommended that the Board review and discuss Board Policy 1113 - District and School Websites.

Supporting Documents



BP1113 Rev1.1



E1113 Rev 1.2

Status: ADOPTED

Policy 1113: District And School Websites

Original Adopted Date: 11/14/2017

Last Revised Date:
Last Reviewed Date:

To enhance communication with students, parents/guardians, staff, and community members, the Governing Board encourages the Superintendent or designee to develop and maintain district and school <u>websites</u>web sites. The use of district and school <u>websites</u>web sites shall support the district's vision and goals and shall be coordinated with other district communications strategies.

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(cf. 0000 – Vision)
(cf. 0440 – District Technology Plan)
(cf. 1100 – Communication with the Public)
(cf. 1112 – Media Relations)
(cf. 1114 – District Sponsored Social Media)
(cf. 6020 – Parent Involvement)
```

Design Standards

The Superintendent or designee shall establish design standards for district and school <u>websitesweb</u> sites in order to maintain a consistent identity, professional appearance, and ease of use.

<u>District design standards shall require an evaluation of products, features, and content accessible to students on district and school websites to prevent access to harmful or potentially harmful material.</u>

The district's design standards shall address the accessibility of district and school <u>websites</u> to individuals with disabilities, including compatibility with commonly used assistive technologies.

Website

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

Web Site Content

The Superintendent or designee shall develop content guidelines for district and school <u>websitesweb</u> sites and assign staff to review and approve content prior to posting.

Board policy pertaining to advertising in district and school publications, as specified in BP 1325 - Advertising and Promotion, shall also apply to advertising on district and school <u>websites</u>.

web sites.

(cf. 1325 - Advertising and Promotion)

Privacy Rights

The Superintendent or designee shall ensure that the privacy rights of students, parents/guardians, staff, Board members, and other individuals are protected on district and school <u>websites</u>.

web sites.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Telephone numbers and home and email addresses of students and/or their parents/guardians shall not be published on district or school websites.

Photographs of individual students shall not be published on district or school <u>websites</u> accompanied by the student's name or other personally identifiable information without the prior written consent of the student's parent/guardian.

If students' names are not included, photographs of individual students or groups of students, such as at a school event, may be published on school or district websites.

web sites.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school <u>websites</u>.

web sites.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school websites without the prior written permission of that individual. (Government Code 3307.5, 7928.205, 7920.535)

No public safety official shall be required to consent to the posting on the Internet of the public safety official's photograph or identity as a public safety officer for any purpose if that officer reasonably believes

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Bus. and Prof. Code 22580-22582	Description Privacy rights for California minors in the digital world
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act
Bus. and Prof. Code 22586-22587	Early Learning Personal Information Protection Act
Civ. Code 1798.99.31	California Age-Appropriate Design Code Act
Ed. Code 32096	COVID-19 testing in schools
Ed. Code 32526	COVID Emergency Appropriations for Education
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35258	Internet access to school accountability report cards
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49061	Definitions; directory information
Ed. Code 49073	Release of directory information
Ed. Code 60048	Commercial brand names, contracts or logos
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12950	California Civil Rights Department posters
Gov. Code 3307.5	Publishing identity of public safety officers
Gov. Code 7920.000-7930.215	California Public Records Act
Pen. Code 14029.5	Prohibition against publishing personal information of person in witness protection program
Pub. Res. Code 21082.1	California Environmental Quality Act environmental review documents
Federal 16 CFR 312.1-312.13	Description Children's Online Privacy Protection Act
17 USC 101-122	Subject matter and scope of copyright
17 USC 504	Penalties for copyright infringement
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
29 USC 705	Definitions; Vocational Rehabilitation Act

29 USC 794 Rehabilitation Act of 1973; Section 504

34 CFR 104.1-104.61 Nondiscrimination on the basis of disability

34 CFR 99.1-99.67 Family Educational Rights and Privacy

42 USC 12101-12213 Americans with Disabilities Act

Management Resources Description

CA Civil Rights Department Publication Sexual Harassment

CA Civil Rights Department Publication Family Care and Medical Leave and Pregnancy Disability Leave

CA Civil Rights Department Publication California Law Prohibits Workplace Discrimination and

Harassment

CA Civil Rights Department Publication Transgender Rights in the Workplace

CA Civil Rights Department Publication Your Rights and Obligations as a Pregnant Employee

Court Decision Aaris v. Las Virgenes Unified School District, (1998) 64

Cal.App.4th 1112

Court Decision City of San Jose v. Superior Court, (2017) 2 Cal.5th 608

U.S. Department of Agriculture Publication Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016,

July 2016

U.S. Department of Justice Publication Accessibility of State and Local Government Websites to People

with Disabilities, June 2003

Dear Colleague Letter, May 26, 2011

U.S. DOE Office for Civil Rights Joint Dear Colleague Letter: Electronic Book Readers, June 29,

Publication 2010

U.S. DOE, Office for Civil Rights

Publication

Website <u>CSBA District and County Office of Education Legal Services</u>

Website Governor's Office of Planning and Research, The California

Environmental Quality Act

Website California Department of Education, Web Accessibility Standards

Website California School Public Relations Association

Website U.S. Department of Justice, Civil Rights Division, Disability

Rights Section

Website World Wide Web Consortium, Web Accessibility Initiative

Website <u>CSBA</u>

Website <u>U.S. Department of Education, Office for Civil Rights</u>

Website California Civil Rights Department

World Wide Web Consortium Publication Web Content Accessibility Guidelines, December 2008

Cross References

CodeDescription0000Vision Vision

0000 E PDF(1)	Vision Concepts and Roles
0410	Nondiscrimination In District Programs And ActivitiesNondiscrimination In District Programs And Activities
0440	District Technology Plan District Technology Plan
0440	District Technology PlanDistrict Technology Plan
0450	Comprehensive Safety PlanComprehensive Safety Plan
0450	Comprehensive Safety PlanComprehensive Safety Plan
0460	Local Control And Accountability PlanLocal Control And Accountability Plan
0460	Local Control And Accountability PlanLocal Control And Accountability Plan
0500	<u>Accountability</u>
0510	School Accountability Report CardSchool Accountability Report Card
1100	Communication With The Public Communication With The Public
1100 E PDF(1)	Communication With The Public
1112	Media Relations Media Relations
1114	District-Sponsored Social Media District Sponsored Social Media
<u>1114</u>	District-Sponsored Social Media
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
<u>1312.3-E(1)</u>	<u>Uniform Complaint Procedures</u>
<u>1312.3-E(2)</u>	<u>Uniform Complaint Procedures</u>
1325	Advertising And Promotion Advertising And Promotion
1340	Access To District Records Access To District Records
1340	Access To District Records Access To District Records
3290	Gifts, Grants And Bequests Gifts, Grants And Bequests
3311	<u>Bids</u> Bids
3311	<u>Bids</u> Bids
3513.3	Tobacco-Free Schools Tobacco-Free Schools
3513.3	Tobacco-Free Schools Tobacco-Free Schools
3515	Campus Security Campus Security
3515	Campus Security Campus Security
<u>3515.3</u>	District Police/Security Department
<u>3515.3</u>	District Police/Security Department

3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules Emergency Schedules
3551	Food Service Operations/Cafeteria FundFood Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria FundFood Service Operations/Cafeteria Fund
<u>3552</u>	Summer Meal Program
<u>3552</u>	Summer Meal Program
3580	District Records District Records
3580	District Records District Records
4030	Nondiscrimination In EmploymentNondiscrimination In Employment
4030	Nondiscrimination In EmploymentNondiscrimination In Employment
4040	Employee Use Of Technology Employee Use Of Technology
4040	Employee Use Of Technology
4040-E -PDF (1)	Employee Use Of Technology Employee Use Of Technology
4119.21	Professional Standards Professional Standards
4119.21-E -PDF (1)	Professional Standards Professional Standards
4119.23	<u>Unauthorized Release Of Confidential/Privileged</u> <u>InformationUnauthorized Release Of Confidential/Privileged</u>
	<u>Information</u>
<u>4131</u> 4 161.8	Information Staff DevelopmentFamily Care And Medical Leave
<u>4131</u> 4161.8 <u>4132</u>	
	Staff DevelopmentFamily Care And Medical Leave
<u>4132</u>	Staff DevelopmentFamily Care And Medical Leave Publication Or Creation Of Materials
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4319.21	Professional Standards Professional Standards
4319.21-E(1)	Professional Standards
4319.23	<u>Unauthorized Release Of Confidential/Privileged</u> <u>InformationUnauthorized Release Of Confidential/Privileged</u> <u>Information</u>
4331	Staff DevelopmentStaff Development
<u>4332</u> 4 331	Publication or Creation of MaterialsStaff Development
4361.8	Family Care And Medical LeaveFamily Care And Medical Leave
4361.8	Family Care And Medical Leave
5022	Student And Family Privacy RightsStudent And Family Privacy Rights
5022	Student And Family Privacy RightsStudent And Family Privacy Rights
5125	Student RecordsStudent Records
5125	Student RecordsStudent Records
5125.1	Release Of Directory InformationRelease Of Directory Information
<u>5125.1</u>	Release Of Directory Information
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5131.2	<u>Bullying</u>
<u>5131.2</u>	Bullying
6020	Parent InvolvementParent Involvement
6020	Parent InvolvementParent Involvement
6145.2	Athletic Competition Athletic Competition
6145.2	Athletic Competition Athletic Competition
<u>6152.1</u>	Placement In Mathematics Courses
<u>6152.1</u>	Placement In Mathematics Courses
6162.6	Use Of Copyrighted Materials Use Of Copyrighted Materials
6162.6	Use Of Copyrighted Materials Use Of Copyrighted Materials
6163.4	Student Use Of TechnologyStudent Use Of Technology
6163.4	Student Use Of Technology
6163.4-E -PDF (1)	Student Use Of TechnologyStudent Use Of Technology
6173	Education For Homeless Children Education For Homeless Children
6173	Education For Homeless Children Education For Homeless Children

6173-E PDF (1)	Education For Homeless Children Education For Homeless Children
<u>6173-E(2)</u>	Education For Homeless Children
6190	Evaluation Of The Instructional Program Evaluation Of The Instructional Program
7150	Site Selection And DevelopmentSite Selection And Development
7150	Site Selection And DevelopmentSite Selection And Development
7214	General Obligation BondsGeneral Obligation Bonds
7214	General Obligation BondsGeneral Obligation Bonds
9010	Public Statements Public Statements
9012	Board Member Electronic Communications Board Member Electronic Communications
9310	Board Policies Board Policies
9320	Meetings And Notices Meetings And Notices
9322	Agenda/Meeting Materials Agenda/Meeting Materials

Status: ADOPTED

Exhibit 1113-E(1): District And School Websites

Original Adopted Date: 5/6/21 Last Revised Date: 4/6/23 Last Reviewed Date:

MATERIALS REQUIRED TO BE POSTED ON DISTRICT WEBSITE

WEB SITE

Materials to Prominently Display

The following must be posted in a prominent location on the district's <u>website</u>web site, such as on the home page when required by law:-

- 1. The district's local control and accountability plan (LCAP), any updates or revisions to the LCAP, and the local control funding formula budget overview _(Education Code 52064.1, 52065). See AR 0460 Local Control and Accountability Plan.-
- 2. A direct link to the current board agenda containing the time and location of the meeting and a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session, or a link to the district's agenda management platform where the current agenda shall be the first available _(Government Code 54954.2, 54956). Post at least 72 hours before a regular board meeting or 24 hours before a special meeting. See BB 9320 Meetings and Notices and BB 9322 Agenda/Meeting Materials.-
- 3. The district's policy on student suicide prevention including, for grades K-6, the age appropriateness of the policy (Education Code 234.6). See BP 5141.52 Suicide Prevention.-
- 4. The district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media _(Education Code 234.6). See AR 5131.2 Bullying and AR 5145.3 Nondiscrimination/Harassment.-
- 5. The district's policy on preventing and responding to hate violence, if the district has adopted such a policy (Education Code 234.6). See BP 5145.9 Hate-Motivated Behavior.-
- 6. The definition of discrimination and harassment based on sex as described in Education Code 230, including the rights set forth in Education Code 221.8 _(Education Code 234.6). See AR 5145.3 Nondiscrimination/Harassment.
- 7. Information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the name and contact information of the Title IX Coordinator, the rights of students and the public as specified in Education Code 221.8, the

responsibilities of the district under Title IX, web links to information about those rights and responsibilities on the <u>websites</u>web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights, a description of how to file a complaint of noncompliance under Title IX with specified components, and a link to Title IX information posted on the California Department of Education's (CDE) <u>websiteweb site</u> (Education Code 221.6, 221.61, 234.6; 34 CFR 106.8). See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment.-

- 8. A link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families (Education Code 234.5, 234.6). See AR 5145.3 Nondiscrimination/Harassment.-
- 9. Posters published by the California Civil Rights Department CRD of Fair Employment and Housing-(DFEH)) including, "California Law Prohibits Workplace Discrimination and Harassment," and for districts with five or more employees, "The Rights of Employees Who Are Transgender or Gender NonconformingRights in the Workplace," "Your Rights and Obligations as a Pregnant Employee," and "Family Care and Medical Leave and Pregnancy Disability Leave" (Government Code 12950). See AR 4030 Nondiscrimination in Employment and AR 4161.8/4261.8/4361.8 Family Care and Medical Leave.
- 10. If the district has formed a community facilities district (Mello-Roos district) for the acquisition or improvement of school facilities, a copy of the annual report for the fiscal year if requested pursuant to Government Code 53343.1, the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5, and the report provided to the State Controller's office pursuant to Government Code 12463.2 (Government Code 53343.2). Post within seven months after the last day of the fiscal year. See BP 7212 Mello-Roos Districts.-

Other Postings

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The following materials are also required to be posted on the district <u>website</u>. However, there are no specific requirements related to where they are posted on the <u>website</u>.

- 1. The Special Education Local Plan Area's approved comprehensive local plan for special education, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans _(Education Code 56205.5). See AR 0430 Comprehensive Local Plan for Special Education.-
- The district's nondiscrimination policy and regulation, including the complaint procedure and the
 compliance coordinator's contact information _(34 CFR 100.6, 106.8). See BP 0410 Nondiscrimination in District Programs and Activities and AR 4030 Nondiscrimination in
 Employment.-
- 3. Training materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person(s) who facilitate an informal resolution process in response to a Title IX sexual harassment complaint (34 CFR 106.45). See AR 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures and AR 5145.71 Title IX Sexual Harassment Complaint Procedures.-

- 4. Contact information for the district's liaison(s) for homeless students and other persons as required by Education Code 48852.6, and information regarding the educational rights and resources available to persons experiencing homelessness _(Education Code 48852.6). See AR 6173 Education for Homeless Children.
- 5. For all schools offering competitive athletics, the total enrollment of the school classified by gender, the number of students enrolled at the school who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level _(Education Code 221.9). The information shall be posted at the end of the school year on the school's websiteweb site or, if the school_does not have a websiteweb site, on the district's websiteweb site. See AR 6145.2 Athletic Competition.-
- 6. If the district has interdistrict attendance agreement(s), the procedures and timelines for requesting an interdistrict transfer permit, including, but not limited to, a link to the board's policy on interdistrict attendance, the date that the district will begin accepting applications, reasons that the district may approve/deny the request, the process for appeal, that failure to meet timelines will be deemed an abandonment of the request, and the condition under which an existing interdistrict transfer permit may be revoked or rescinded _(Education Code 46600.2). See AR 5117 Interdistrict Transfer.-
- 7. If the district has elected to be a school district of choice, application information including, at a minimum, any applicable form, the timeline for a transfer, and an explanation of the selection process (Education Code 48301). See AR 5117 -_-Interdistrict Transfer.-
- 8. For districts that offer grade 9, the district's policy and protocols related to student placement in mathematics courses _(Education Code 51224.7). See AR 6152.1 Placement in Mathematics Courses.-
- 9. The section(s) of the district's employee code of conduct addressing interactions with students.

 These (Education Code 44050). Post these section(s) or a link to them shall be posted on each school's websiteweb site or, if a school does not have its own websiteweb site, on the district's websitedistricts web site in a manner that is accessible to the public without a password. (Education Code 44050) See BP 4119.21/4219.21/4319.21 Professional Standards and BP 4119.24/4219.24/4319.24 Maintaining Appropriate Adult-Student Interactions.
- 10. The district's meal payment collection policy and procedures _(U.S. Department of Agriculture (USDA) Memorandum SP 46-2016). See BP/AR 3551 Food Services Operations/Cafeteria Fund.
- 11. If the district includes information about the free and reduced-priced meal program on its websiteweb site, a nondiscrimination statement about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district (USDAUSDA FNS Instruction 113-1). For the required wording of the statement, see E(1) 3555 Nutrition Program Compliance.

12. The school's or district's integrated pest management plan, whenever a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5 The plan shall be posted(Education Code 17611.5). Post on the school's websiteschools web site or, if the school does not have a websiteweb site, then on the district's website. (Education Code 17611.5)districts web site. See

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- 13. When the California Environmental Quality Act requires an environmental impact report, negative declaration, or mitigated negative declaration, those environmental review documents, public notice of the preparation and availability of such documents within a reasonable period of time prior to certification of the environmental impact report, adoption of a negative declaration, or determination that a proposed subsequent project will have no additional significant effect on the environment, and specified notices when written requests for notices have been filed _(Public Resources Code 21082.1, 21092, 21092.2).—
- 14. When a citizens' oversight committee is formed after the approval of a bond under the 55 percent majority threshold, the committee's minutes, documents received, and reports issued _(Education Code 15280). See AR 7214 General Obligation Bonds.
- 15. Copy of each school's school accountability report card, on or before February 1 of each year _(Education Code 35258). See BP 0510 School Accountability Report Card.
- 16. Results of the Western Association of Schools and Colleges (WASC) or other accrediting agency's inspection of a school, within 60 days of receiving the results. (This notification could be made in writing to parents/guardians instead of or in addition to posting the results on the district's website.) web site.)—In addition, if a school loses its WASC or other agency's accreditation, the district and school shall post on their websites web sites a notice of the loss of accreditation and potential consequences (Education Code 35178.4). See BP 6190 Evaluation of the Instructional Program.
- 17. The district's COVID-19 testing plan (Education Code 32096).
- 18. Using the template developed by CDE, the use of Learning Recovery Emergency Funds, with interim reports posted by December 1, 2024 and December 1, 2027, and a final report by December 1, 2029. (Education Code 32526)
- 19. An age appropriate and culturally relevant digitized poster that identifies approaches and shares resources about student mental health, distributed to students online at the beginning of each school year. (Education Code 49428.5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Bus. <u>and Prof.</u> Code 22580-22582	Privacy rightsRights for California minorsMinors in the digital worldDigital World
Bus. and Prof. Code 22584-22585	Student Online Personal Information Protection Act

Bus. and Prof. Code 22586-22587 Early Learning Personal Information Protection Act Civ. Code 1798.99.31 California Age-Appropriate Design Code Act **COVID-19** testing in schools Ed. Code 32096 **COVID Emergency Appropriations for Education** Ed. Code 32526 Ed. Code 35182.5 Contracts for advertising Ed. Code 35258 Internet access to school accountability report cards Ed. Code 48852.6 Information regarding homelessness Ed. Code 48907 Exercise of free expression; time, place and manner rules and regulations Ed. Code 48950 Speech and other communication Ed. Code 49061 Definitions; directory information Ed. Code 49073 Release of directory information Ed. Code 60048 Commercial brand names, contracts or logos Gov. Code 11135 Prohibition of discrimination California Civil Rights Department of Fair Employment and Gov. Code 12950 **Housing** posters Gov. Code 3307.5 Publishing identity of public safety officers Gov. Code 6254.21 Publishing addresses and telephone numbers of officials Gov. Code 6254.24 Definition of public safety official Gov. Code 7920.000—7930.215170 California Public Records Act Pen. Code 14029.5 Prohibition against publishing personal information of person in witness protection program Pub. Res. Code 21082.1 California Environmental Quality Act environmental review documents **Federal Description** Children's Online Privacy Protection Act 16 CFR 312.1-312.1312 17 USC 101-122 Subject matter and scope of copyright 17 USC 504 Penalties for copyright infringement Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1232g 29 USC 705 Definitions; Vocational Rehabilitation Act Rehabilitation Act of 1973; Section 504 29 USC 794 34 CFR 104.1-104.61 Nondiscrimination on the basis of disability 34 CFR 99.1-99.67 Family Educational Rights and Privacy

42 USC 12101-12213 Americans with Disabilities Act

Management Resources Description

CA Civil Rights Department Publication Sexual Harassment

CA Civil Rights Department Publication Family Care and Medical Leave and Pregnancy Disability Leave

CA Civil Rights Department Publication California Law Prohibits Workplace Discrimination and

Harassment

CA Civil Rights Department Publication The Rights of Employees Who Are Transgender Rights in the

Workplace or Gender Nonconforming

CA Civil Rights Department Publication Your Rights and Obligations as a Pregnant Employee

Court Decision Aaris v. Las Virgenes Unified School District, (1998) 64

Cal.App.4th 1112

Court Decision City of San Jose v. Superior Court, (2017) 2 Cal.5th 608

U.S. Department of Agriculture Publication Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016,

July 2016

U.S. Department of Justice Publication Accessibility of State and Local Government Websites to People

with Disabilities, June 2003

Dear Colleague Letter, May 26, 2011

U.S. DOE Office for Civil Rights Joint Dear Colleague Letter: Electronic Book Readers, June 29,

Publication 2010

ioneation 20

U.S. DOE, Office for Civil Rights

Publication

Website CSBA District and County Office of Education Legal Services

Website Governor's Office of Planning and Research, The California

Environmental Quality Act

Website California Department of Education, Web Accessibility Standards

Website California School Public Relations Association

Website U.S. Department of Justice, Civil Rights Division, Disability

Rights Section

Website World Wide Web Consortium, Web Accessibility Initiative

Website <u>CSBA</u>

Website <u>U.S. Department of Education, Office for Civil Rights</u>

Website <u>California Civil Rights Department</u>

World Wide Web Consortium Publication Web Content Accessibility Guidelines, December 2008

Cross References

Code Description

0000 Vision

0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
<u>0450</u>	Comprehensive Safety Plan
<u>0450</u>	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3290	Gifts, Grants And Bequests
3311	Bids
3311	Bids
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
<u>3515</u>	Campus Security
<u>3515</u>	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.7	Firearms On School Grounds
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3516.5 **Emergency Schedules** 3551 Food Service Operations/Cafeteria Fund 3551 Food Service Operations/Cafeteria Fund 3552 Summer Meal Program 3552 Summer Meal Program 3580 **District Records District Records** 3580 4030 Nondiscrimination In Employment 4030 Nondiscrimination In Employment Nondiscrimination In-**Employment** 4040 Employee Use Of Technology Employee Use Of Technology 4040-E(1) 4119.21 **Professional Standards** 4119.21-E(1) **Professional Standards** Unauthorized Release Of Confidential/Privileged Information 4119.23 4131 Staff Development 4132 **Publication Or Creation Of Materials** 4161.8 Family Care And Medical Leave Family Care And Medical Leave 4219.21 **Professional Standards Professional Standards** 4219.21-E(1) 4219.23 Unauthorized Release Of Confidential/Privileged Information 4231 Staff Development 4232 **Publication or Creation of Materials** 4261.8 Family Care And Medical Leave Family Care And Medical Leave 4319.21 **Professional Standards** 4319.21-E(1) **Professional Standards** 4319.23 Unauthorized Release Of Confidential/Privileged Information 4331 Staff Development 4332 **Publication or Creation of Materials** 4361.8 Family Care And Medical LeaveFamily Care And Medical Leave 5022 Student And Family Privacy Rights 5022 Student And Family Privacy Rights

5125 **Student Records** 5125 **Student Records** 5125.1 Release Of Directory Information 5125.1 Release Of Directory Information 5125.1-E(1) Release Of Directory Information 5131.2 **Bullying** 5131.2 **Bullying** 6020 Parent Involvement 6020 Parent Involvement 6145.2 **Athletic Competition** 6145.2 **Athletic Competition** 6152.1 **Placement In Mathematics Courses** 6152.1 Placement In Mathematics Courses 6162.6 Use Of Copyrighted Materials Use Of Copyrighted Materials 6162.6 6163.4 Student Use Of Technology Student Use Of Technology 6163.4-E(1) 6173 **Education For Homeless Children Education For Homeless Children** 6173 Education For Homeless Children Education For Homeless 6173-E(1) **Children** 6173-E(2) **Education For Homeless Children** 6190 **Evaluation Of The Instructional Program** 7150 Site Selection And Development Site Selection And Development 7150 7214 **General Obligation Bonds** 7214 **General Obligation Bonds** 9010 **Public Statements** 9012 **Board Member Electronic Communications** 9310 **Board Policies** 9320 Meetings And Notices 9322 Agenda/Meeting Materials Agenda/Meeting Materials



9. B. Review and Discuss Board Bylaw 9270 - Conflict of Interest @



Contact Person

Michael Gallagher, Ed.D., Superintendent

Description

This Bylaw has been updated to reflect NEW LAW (SB 1439, 2022) which makes applicable to elected district officers the prohibition against accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, and from participating in making, or in any way attempting

to use the official position to influence the Board's decision when a district officer receives a contribution of more than \$250 from a party or participant in the preceding 12 months, as specified.

The Bylaw has also been updated to clarify, for a Board member who manages public investments, that when an item on the consent calendar is one in which the Board member has a financial interest, the Board member is required to either make a motion to remove the item from the consent calendar or abstain from voting on the consent calendar.

Recommendation

It is recommended that the Board review and discuss Board Bylaw 9270 - Conflict of Interest.

Supporting Documents



BB9270 Rev 1.1

Status: ADOPTED

Bylaw 9270: Conflict Of Interest

Original Adopted Date: 6/22/17

Last Revised Date:
Last Reviewed Date:

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated personshis/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member'shis/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member'shis/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to

existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest Interests/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A <u>district official</u>, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use <u>anhis/her</u> official position to influence a governmental decision in which <u>the district officialhe/she</u> knows or has reason to know that <u>there ishe/she has</u> a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect.", which is distinguishable from the effect on the public generally, on the <u>district official</u>, the <u>district official</u>'s <u>Board member</u>, <u>designated employee</u>, or other person in a <u>designated position</u>, <u>his/her</u> immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

18709)

A <u>district official Board member, designated employee, or other person in a designated position</u> makes a governmental decision when, <u>he/she, acting</u> within the authority of <u>thehis/her</u> office or position, <u>the district official</u> authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before <u>anothera</u> district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a <u>district official Board member</u> shall participate in the making of a contract in which <u>the district official he/she</u> has a financial interest if <u>such his/her</u> participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

- 1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
- 2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
- 3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
- 4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- 2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
 - However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.
- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which there ishe/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which thehis/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of ahis/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which the Board member's his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: _(Government Code 89506)

- 1. 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
- 2. 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in <u>Itemsitems</u> #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic <u>Interest/Interests</u>-Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

The term honorarium does not include: (Government Code 89501)

- 1. 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
- 2. 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Conflicts of Interest Policy for Design-build Projects

In compliance with Education Code section 17250.20 subdivision (b), the District's guidelines for a standard organizational conflict of interest policy, consistent with applicable law, regarding Design Build projects are as follows:

1. Any professional services provider or other consultant retained by the District to provide services related to a Design Build project may have an actual or apparent conflict of interest within the meaning of this Board Policy. If such professional services provider or other consultant does have an actual or apparent conflict of interest within the meaning of this Board Policy, that professional services provider or consultant is precluded from participating as part of the design-build entity with which the District contracts for a Design Build project. This prohibition applies, without limitation, to the architect(s), engineer(s), or other professional firms retained to develop the Design Build project's:

a. design character;

b. basic scope and needs;

c. preliminary plans;

d. specifications; or

e. estimated cost.

- 2. The prohibition in paragraph 1 also applies to the District's Program Manager and Construction Manager, or other professional service provider or consultant, if it provides services in connection with a Design-Build project sufficient to cause a conflict of interest.
- 3. Any individual who participates in providing the services referenced in paragraphs 1 or 2, and who has a conflict of interest as understood within this Board Policy, is precluded from participating as part of the Design-Build Entity with which the District contracts for the Design-Build project, even if the employer would not otherwise be precluded from participation.
- 4. Any Design build Entity member that employs a former District employee or Board member who engaged in any of the planning, arrangements, or any part of the decision making process related to the Design Build project while employed or engaged in any capacity by the District has an actual or apparent conflict of interest within the meaning of this Board Policy precluding the Design Build Entity from contracting with the District for the Design Build project.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State Description

2 CCR 18110-18997 Regulations of the Fair Political Practices Commission

2 CCR 18438.1-18438.8 Campaign contribution-based conflicts of interest

2 CCR 18700-18760 Conflicts of Interest

2 CCR 18722-18740 Disclosure of interests

2 CCR 18753-18756 Conflict of interest codes

Ed. Code 1006 Prohibition against school district employees serving on county

board of education

Ed. Code 35107 School district employees

Ed. Code 35230-35240 Corrupt practices

Ed. Code 35233 Prohibitions applicable to members of governing boards

Ed. Code 41000-41003 Moneys received by school districts

Ed. Code 41015 Investments

Fam. Code 297.5 Rights, protections, and benefits of registered domestic partners

Gov. Code 1090-1099 Prohibitions applicable to specified officers

Gov. Code 1125-1129 Incompatible activities

Gov. Code 52334-53235.2 Ethics training

Gov. Code 81000-91014 Political Reform Act of 1974

Gov. Code 82011 Code reviewing body

Gov. Code 82019 <u>Definition; designated employee</u>

Gov. Code 82028 Definition; gift

Gov. Code 82030 Definition; income

Gov. Code 82033 Definition; interest in real property

Gov. Code 82034 Definition; investment

Gov. Code 84308 Campaign disclosure

Gov. Code 87100-87103.6 General prohibitions

Gov. Code 87200-87210 Disclosure

Gov. Code 87300-87313 Conflict of interest code

Gov. Code 87500 Statement of economic interests

Gov. Code 89501-89503 Honoraria and gifts

Gov. Code 89506 Ethics; travel

Gov. Code 91000-91014 Enforcement

Pen. Code 85-88 Bribes

Public Contract Code 6102 Awarding of contracts

Rev. & Tax Code 203 Taxable and exempt property - colleges

Management Resources Description

Attorney General Opinion 105 Ops.Cal.Atty.Gen.69 (2022)

Attorney General Opinion 63 Ops.Cal.Atty.Gen. 868 (1980)

Attorney General Opinion 65 Ops.Cal.Atty.Gen. 606 (1982)

Attorney General Opinion 68 Ops.Cal.Atty.Gen. 171 (1985)

Attorney General Opinion 69 Ops.Cal.Atty.Gen. 255 (1986)

Attorney General Opinion 80 Ops.Cal.Atty.Gen. 320 (1997)

Attorney General Opinion 81 Ops.Cal.Atty.Gen. 327 (1998)

Attorney General Opinion 82 Ops.Cal.Atty.Gen. 83 (1999)

Attorney General Opinion 85 Ops.Cal.Atty.Gen. 60 (2002)

Attorney General Opinion 86 Ops.Cal.Atty.Gen. 138(2003)

Attorney General Opinion 89 Ops.Cal.Atty.Gen. 217 (2006)

Attorney General Opinion 92 Ops.Cal.Atty.Gen. 19 (2009)

Attorney General Opinion 92 Ops.Cal.Atty.Gen. 26 (2009)

Court Decision Davis v. Fresno Unified School District (2015) 237 Cal.App.4th

261

Court Decision Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Court Decision Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Court Decision McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal.

App. 4th 235

Court Decision Thorpe v. Long Beach Community College District, (2000) 83

Cal.App.4th 655

CSBA Publication Conflict of Interest: Overview of Key Issues for Governing Board

Members, Fact Sheet, July 2010

Fair Political Practices Commission Can I Vote? A Basic Overview of Public Officials' Obligations

Publication Under the Conflict-of-Interest Rules, 2005

Financial Gain Laws, 2009

Institute for Local Government Publication Understanding the Basics of Public Service Ethics: Transparency

Laws, 2009

Website <u>CSBA District and County Office of Education Legal Services</u>

Website <u>Institute for Local Government</u>

Website <u>Fair Political Practices Commission</u>

Website CSBA

Cross References	
Code 1340	Description Access To District Records Access To District Records
1340	Access To District RecordsAccess To District Records
1700	Relations Between Private Industry And The SchoolsRelations Between Private Industry And The Schools
3230	Federal Grant Funds Federal Grant Funds
3230	Federal Grant FundsFederal Grant Funds
3300	Expenditures And Purchases Expenditures And Purchases
3311	<u>Bids</u> Bids
3311	<u>Bids</u> Bids
3430	<u>Investing</u>
<u>3430</u> 3600	<u>InvestingConsultants</u>
<u>3470</u>	Debt Issuance And Management
3600 -E PDF(1)	<u>Consultants</u>
4112.8	Employment Of Relatives Employment Of Relatives
4117.2	<u>Resignation</u>
<u>4136</u>	Nonschool Employment
4212.8	Employment Of Relatives Employment Of Relatives
4217.2	<u>Resignation</u>
<u>4236</u>	Nonschool Employment
4312.8	Employment Of Relatives Employment Of Relatives
4317.2	<u>Resignation</u>
4336	Nonschool Employment
6161.1	Selection And Evaluation Of Instructional Materials Selection A Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials Selection A Evaluation Of Instructional Materials
6161.1-E PDF (1)	Selection And Evaluation Of Instructional Materials Selection A Evaluation Of Instructional Materials

Architectural And Engineering Services Architectural And **Engineering Services** Architectural And Engineering Services Architectural And **Engineering Services** General Obligation BondsGeneral Obligation Bonds General Obligation BondsGeneral Obligation Bonds

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9000 Role Of The BoardRole Of The Board 9000-E-PDF(1) Role Of The Board 9005 Governance Standards Governance Standards 9140 Board Representatives Board Representatives 9200 Limits Of Board Member Authority Limits Of Board Member **Authority** Governing Board Elections Governing Board Elections 9220 9222 <u>Resignation</u> 9230 **Orientation** Orientation 9320 Meetings And Notices Meetings And Notices 9321 Closed Session Closed Session 9321-E(1) **Closed Session** 9321-E(2) **Closed Session** 9323 Meeting Conduct Meeting Conduct



9. C. Review and Discuss the Survey of Sunnyvale School District Likely Voters Conducted September 2023

Contact Person

Michael Gallagher, Ed.D., Superintendent

Description

EMC Research conducted a survey of 400 likely voters in Sunnyvale School District from September 5-11. The survey was conducted using mixed mode telephone and text/email-to-web methodology. Telephone interviews were conducted by trained, professional interviewers; landlines and mobile phones included. Interviews were conducted in English, Spanish, Chinese.

The survey is intended to provide information to the Board about the feasibility of placing a General Obligation Bond measure and/or a renewal of the District's Parcel Tax on a future ballot for District voters to consider.

Among the results of the survey are the following:

- A bond measure for Sunnyvale School District appears viable for the March 2024 Primary.
- Support for a bond measure increases once voters receive information about the projects and benefits.
- A renewal of the District's parcel tax measure also receives support above the supermajority threshold in this poll.
- The bond measure shows some vulnerability, so ensuring that voters understand the need for and importance of the measure would be prudent.
- Placing both a bond measure and parcel tax renewal measure on the same ballot may take voters' focus away from these things.
- Therefore, moving forward with planning for a bond measure in March 2024 and a possible parcel tax renewal measure in November 2024 is recommended.

Recommendation

It is recommended that the Board review and discuss Survey of Sunnyvale School District Likely Voters Conducted September 2023.

Supporting Documents



EMC Research Report





Survey of Sunnyvale School
District Likely Voters
Conducted September 2023

Methodology



- Survey of likely voters in Sunnyvale School District
- Mixed mode telephone and text/email-to-web methodology:
 - Telephone interviews were conducted by trained, professional interviewers; landlines and mobile phones included
 - Email and text invitations were sent with link to web survey
- Conducted September 5 11, 2023
- 400 interviews; overall margin of error ±4.9% percentage points
- Interviews were conducted in English, Spanish, Chinese by trained, professional interviewers; landlines and mobile phones included

Please note that due to rounding, some percentages may not add up to exactly 100%.

Key Findings



- Sunnyvale School District voters value the local public schools and give the district positive ratings for performance and quality of education.
- Most voters believe maintaining the quality of the schools is a priority, even if it means raising taxes.
- Support for a bond measure today is above the 55% threshold needed to pass among likely March and likely November 2024 voters.
- Support for a parcel tax renewal is just above the two-thirds passage threshold in this poll.
- Fixing leaky roofs, improving accessibility, expanding and upgrading classrooms, labs, and technology access, and a variety of other bond projects to ensure students are learning in a safe, healthy environment are priorities to most voters.



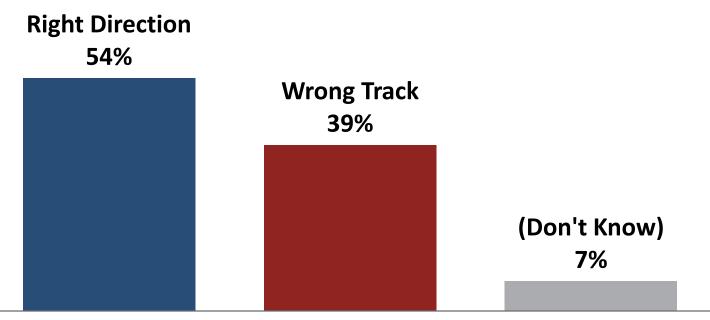
Issue Environment

Direction of the Area



Just over half of Sunnyvale School District voters believe things are generally going in the right direction.

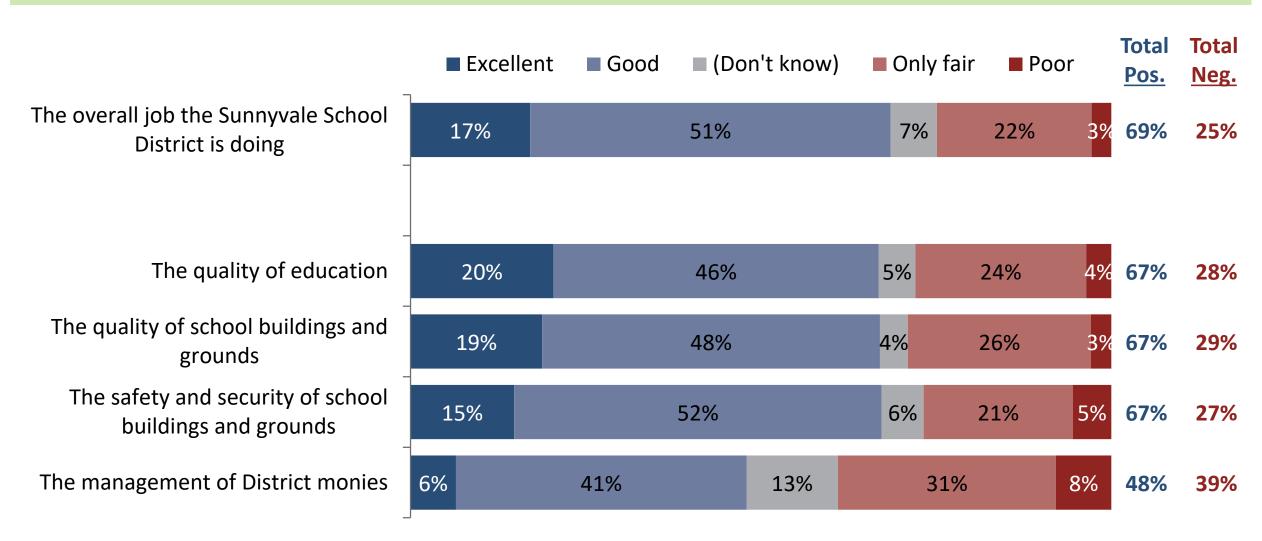
Do you feel that things in your area are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?



District Ratings



Ratings of the District are generally positive.

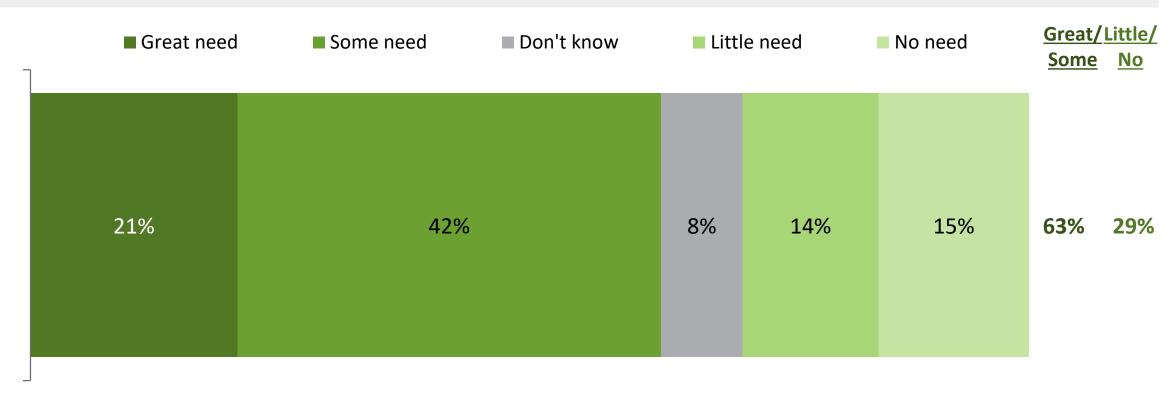


Perceived Need For Funding



Just over six-in-ten voters perceive at least "some" need for additional funding.

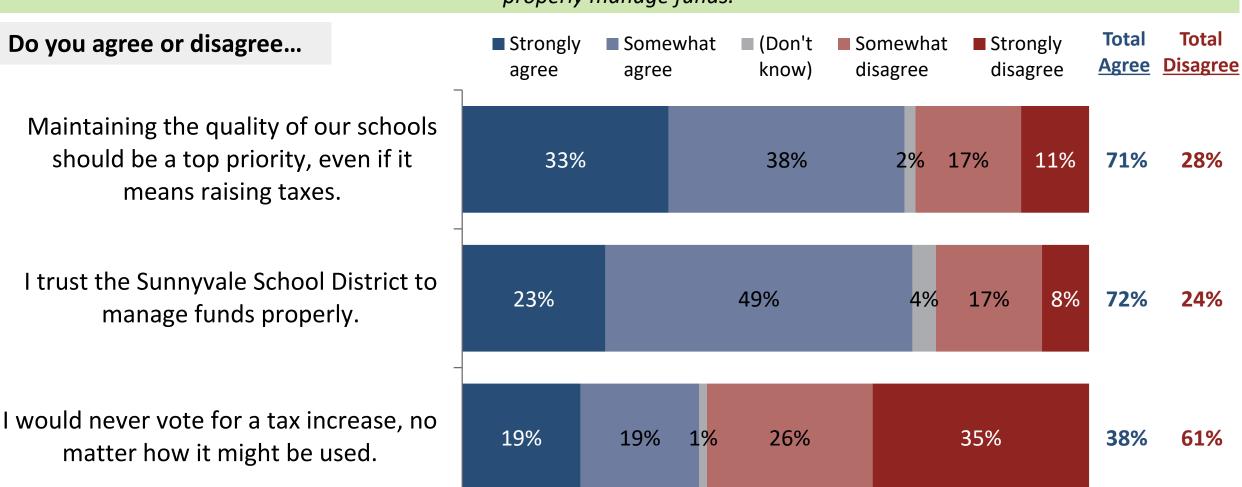
As you may know, you live in the Sunnyvale School District, which is the public preschool through 8th grade school system in your area. Would you say that Sunnyvale School District has a great need for additional funding, some need, a little need, or no real need for additional funding?



Attitude Towards Taxes/Finances



Most voters agree that maintaining quality schools is a top priority even if it means raising taxes and trust the District to properly manage funds.





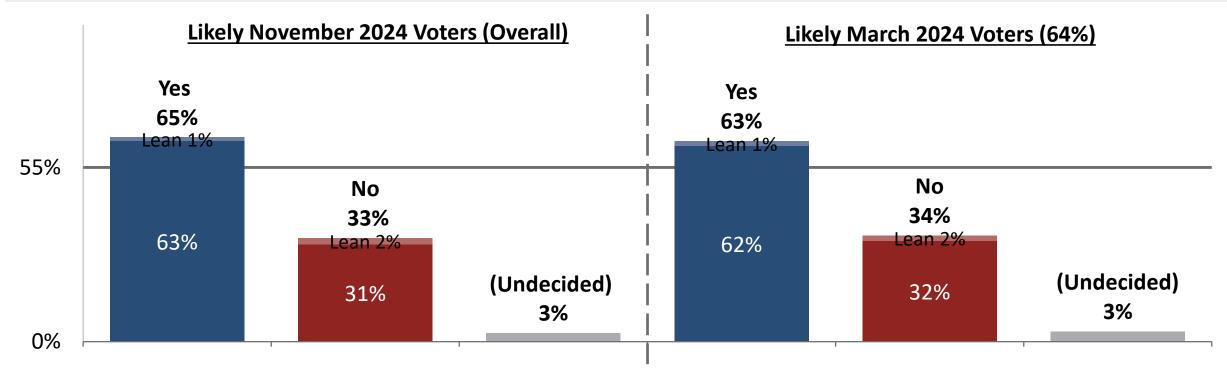
Potential Bond Measure

Initial Ask: Bond Measure



Initial support for a bond measure is above the threshold needed for passage among likely November and March voters.

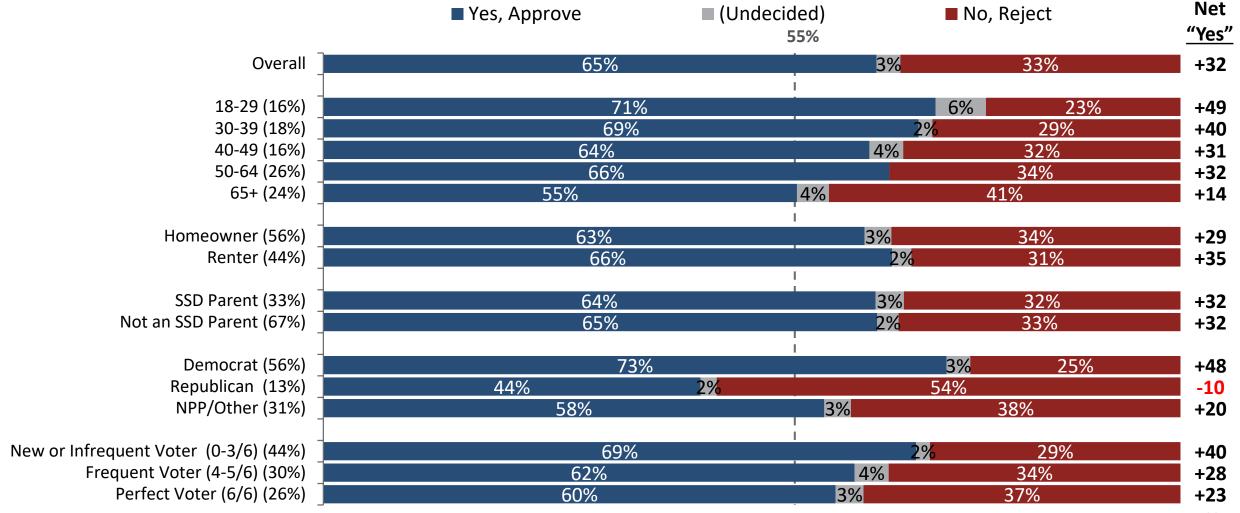
To continue critical renovation and modernization of elementary and middle school facilities and classrooms, upgrade safety and security, improve access to technology, and develop school facilities for students, shall the Sunnyvale School District measure be adopted authorizing \$214 million in bonds at legal interest rates, raising an average of \$13.2 million annually for 34 years, at a rate of \$15 per \$100,000 of assessed value, with oversight, accountability, all funds benefitting local schools with no funds for administrator salaries?



Initial Ask: Bond Measure by Subgroups



Although support varies across demographic subgroups, most are supportive at the 55% level or above, including high propensity voters.



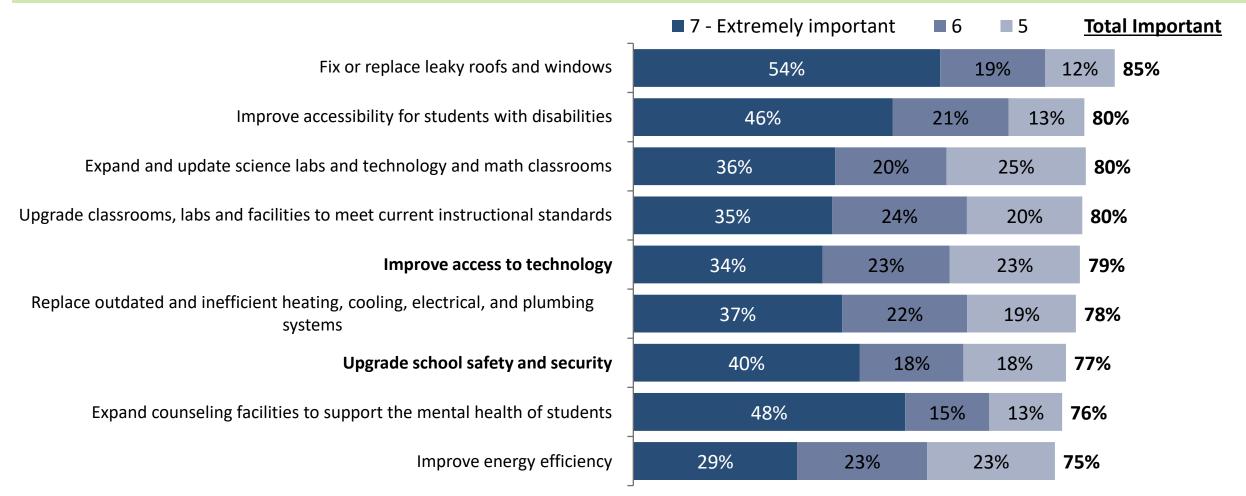


Priorities & Additional Information

Potential Components



Bond projects are priorities for most voters. Fixing leaky roofs and windows, improving accessibility, and expanding counseling facilities garner higher intensity.



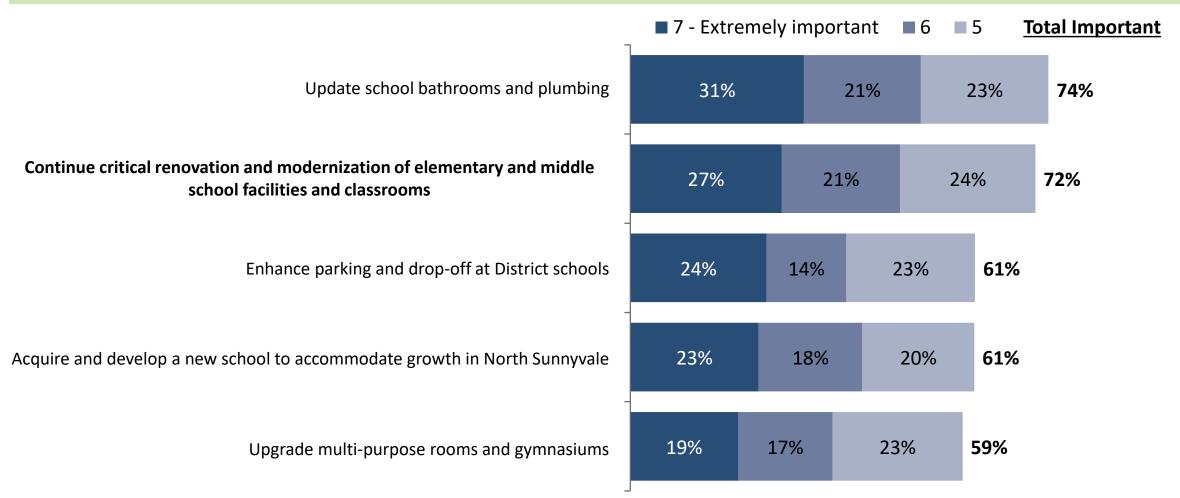
Q15-Q28. Next I'm going to read you a list of components that could be included in a ballot measure for Sunnyvale School District. After each one, please rate how important that item is to you using a scale of 1 to 7, where 1 means not at all important, and 7 means extremely important.

Note: Bolded text indicates components included in tested ballot language

Potential Components (Cont.)



Majorities rate every tested item as important, but multi-purpose rooms and gymnasiums, acquiring and developing a new school to accommodate growth in North Sunnyvale, and enhancing parking are lower priorities than other projects.



Q15-Q28. Next I'm going to read you a list of components that could be included in a ballot measure for Sunnyvale School District. After each one, please rate how important that item is to you using a scale of 1 to 7, where 1 means not at all important, and 7 means extremely important.

Note: Bolded text indicates components included in tested ballot language

Additional Information



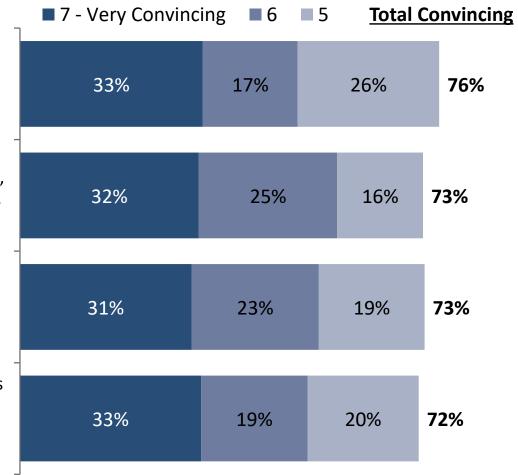
Highlighting the measure's potential benefits in providing classroom and facility updates, essential repairs, and preparing students for success resonate with most voters.

This measure will ensure classrooms, science labs and facilities are updated to meet today's educational standards and ensure students are prepared for success in high school, college and beyond.

This measure will allow for essential repairs and upgrades to school roofs, windows, bathrooms, plumbing, wiring, and heating and cooling systems to provide a safe, healthy learning environment for students.

This measure will ensure that all District students have equal access to safe, well-equipped classrooms and facilities, regardless of which school they attend.

Sunnyvale Middle School is outdated. This measure will replace portables with new classrooms at Sunnyvale Middle School to meet today's educational standards, and bring safety upgrades, updated heating and cooling, enhanced energy efficiency, and updated learning technology.

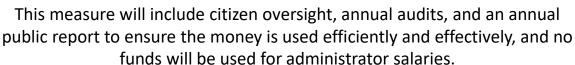


Q29-Q35. Next I'd like to read you statements from people who support the proposed measure for Sunnyvale School District. After you hear each statement, please tell me how convincing it is as a reason to vote for the proposed measure. Please use a scale from 1 to 7, where 1 means not at all convincing and 7 means a very convincing reason to vote for the proposed measure.

Additional Information (Cont.)

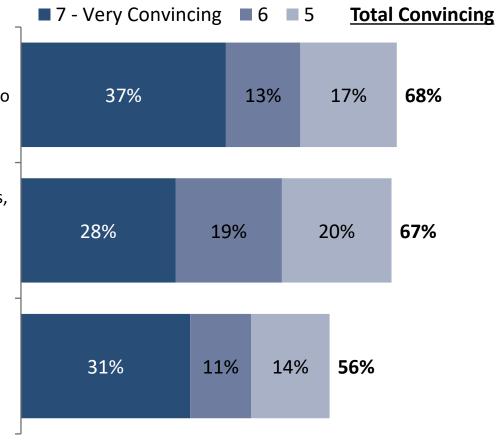


Highlighting the measure's accountability provisions is very convincing to many voters.



This measure improves school safety and security with updated door locks, covered walkways, fencing, and security measures to ensure that our schools remain a safe and secure environment in which our students can learn and thrive.

By maintaining up-to-date, high quality public schools in our neighborhoods, we protect our local property values.

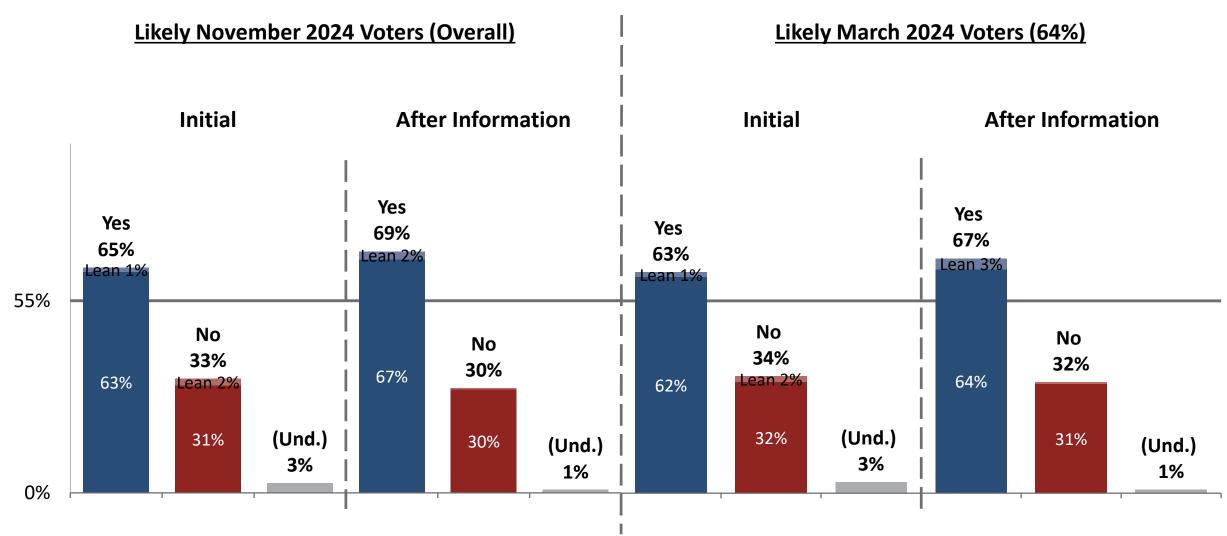


Q29-Q35. Next I'd like to read you statements from people who support the proposed measure for Sunnyvale School District. After you hear each statement, please tell me how convincing it is as a reason to vote for the proposed measure. Please use a scale from 1 to 7, where 1 means not at all convincing and 7 means a very convincing reason to vote for the proposed measure.

Informed Ask: Bond Measure



Additional information increases support for the bond measure slightly.

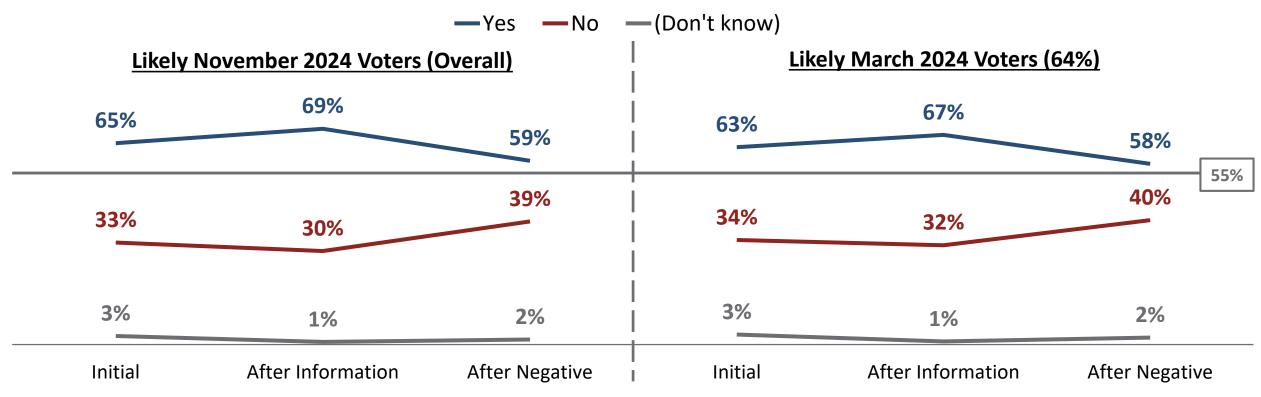


Ask After Opposition: Bond Measure



The bond measure is susceptible to opposition messaging. However, support remains just above the 55% threshold.

Opponents of the bond measure for Sunnyvale School District say now is not the time to ask for more money. With the growing cost of living and bad economy, we cannot afford to increase taxes right now. Plus, enrollment in Sunnyvale School District has decreased in recent years, there is no reason to give the district more money when they have fewer students.





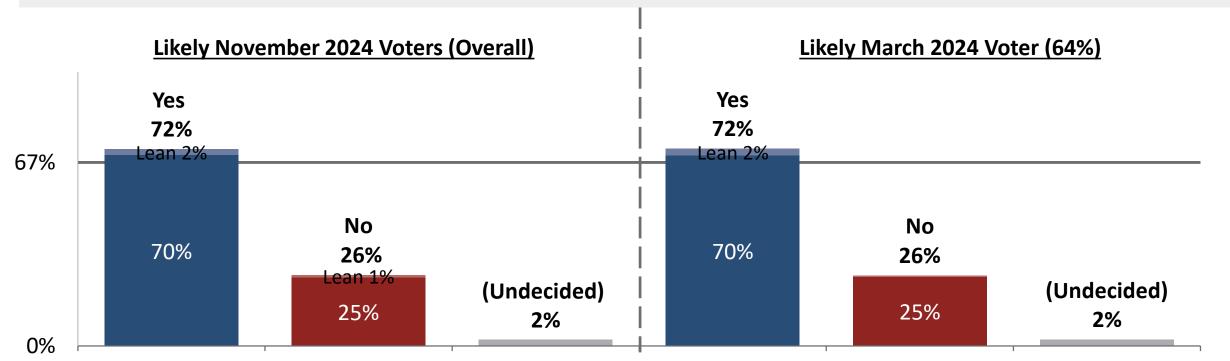
Potential Parcel Tax Measure

Parcel Tax Renewal



Support for a parcel tax renewal measure is just above the two-thirds passage threshold in this poll.

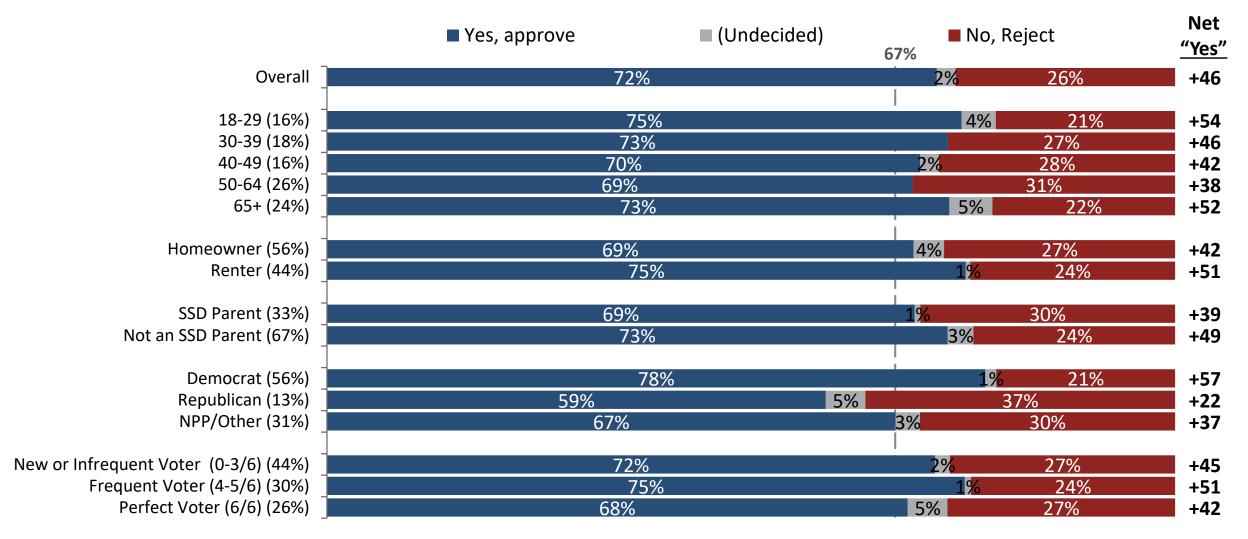
To renew annual funding for local elementary and middle schools without raising tax rates, support academic programs including math, English, science and technology; attract and retain quality teachers; and keep class sizes small, shall Sunnyvale School District's measure be adopted extending its existing \$59 per parcel tax providing \$1 million annually for eight years, with senior exemptions and all expenditures audited and reviewed by a citizens' oversight committee with no funds for administrators and all funds staying local?



Parcel Tax Renewal by Subgroups

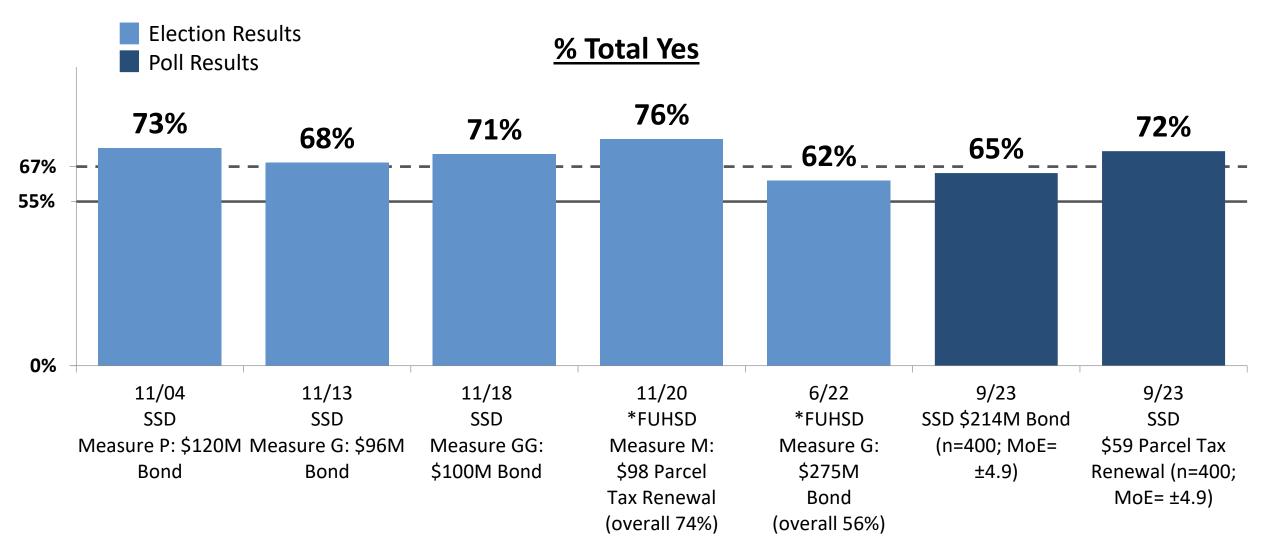


Support meets or exceeds the two-thirds threshold across many demographic subgroups.



Historical Context: Polling & Election Results





66.7% - threshold for parcel tax to pass 55% - threshold for GO bond to pass

*NOTE: Showing support for the FUHSD measure among Sunnyvale SD Voters

Conclusions

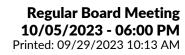


- A bond measure for Sunnyvale School District appears viable for the March 2024 Primary.
- Support for a bond measure increases once voters receive information about the projects and benefits.
- A renewal of the District's parcel tax measure also receives support above the supermajority threshold in this poll.
- The bond measure shows some vulnerability, so ensuring that voters understand the need for and importance of the measure would be prudent. Placing both a bond measure and parcel tax renewal measure on the same ballot may take voters' focus away from these things. Therefore, moving forward with planning for a bond measure in March 2024 and a possible parcel tax renewal measure in November 2024 is recommended.



Jessica Polsky-Sanchez jessica@emcresearch.com 510.550.8933

Sabrina Smith-Holmes sabrina@emcresearch.com 206.652.5023





10. REVIEW AND ACTION



10. A. Public Hearing: Sufficiency of Textbooks, Supplemental Materials and approve Resolution #R24-05; In the Matter of Sufficiency of Instructional Materials

Contact Person

Christina Ballantyne, Ed.D., Director of Curriculum, Instruction and Assessment

Description

In order to comply with the requirements of Education Code 60119, the Sunnyvale School District must hold a public hearing regarding the Sufficiency of Instructional Materials, which is held on or before the eighth week of school.

In addition, the Sunnyvale School District must provide at least a 10 day notice of the public hearing by posting it in at least three public places within the district stating the time, place and purpose of the hearing.

Sunnyvale School District is not selected for a Williams visit for the 2023-2024 school year. See below for more information on Williams visits.

California State Context for Sufficiency of Instructional Materials

Williams v. California was a class-action lawsuit filed May 2000 claiming the state's poorest children were being denied equal educational opportunities. The suit alleged that public school students lacked equal access to instructional materials, safe and decent school facilities, and qualified teachers.

All Local Education Agencies (LEAs) and schools in California must comply with requirements and accountability measures contained in the Williams legislation.

AB-599, signed by Governor Newsome on October 8, 2021 changed the Williams eligibility criteria. This eligibility criteria identifies Local Education Agencies (LEAs) and schools for Williams review. Updated Williams County Reviews are based off of California's "new" accountability system along with schools identified for Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), and/or where 15% or more of the teachers are holders of a permit, certificate, or



any other authorization that is a lesser certification than a preliminary or clear California teaching credential.

Recommendation

It is recommended that the Board conduct a Public Hearing: Sufficiency of Textbooks, Supplemental Materials and approve Resolution #R24-05; In the Matter of Sufficiency of Instructional Materials.

Supporting Documents



23-24 Public Notice on Sufficiency of Materials



23-24 Resolution for Sufficiency of Instructional Materials



Superintendent Michael Gallagher, Ed.D.

Board of Education Isabel Jubes-Flamerich Eileen Le Michelle Maginot Nancy Newkirk Bridget Watson

PUBLIC NOTICE

A public hearing will be conducted during the Board of Education meeting being held on

October 5, 2023

(meeting begins at 6:00 p.m.)

regarding the sufficiency of textbooks and instructional materials for students of the Sunnyvale School District.

All family and community members are invited to attend and provide input on this topic.

Sunnyvale School District District Office Building, Board Room 819 West Iowa Avenue Sunnyvale, CA 94086





Board of Education Isabel Jubes-Flamerich Eileen Le Michelle Maginot Nancy Newkirk Bridget Watson

NOTICIA PÚBLICA

Se llevará a cabo una audiencia pública durante la reunión de la Junta de Educación que se llevará a cabo el

5 de octubre de 2023

(la reunión comienza a las 18:00 horas)

sobre la suficiencia de los libros de texto y materiales didácticos para estudiantes de la Distrito escolar de Sunnyvale.

Todos los miembros de la familia y la comunidad están invitados a asistir y brindar aportes sobre este tema.

Distrito Escolar de Sunnyvale Edificino de oficinas del distrito, sala de juntas 819 West Iowa Avenue Sunnyvale, CA 94086

Sunnyvale School District Resolution No. 24-05

Sufficiency of Instructional Materials

WHEREAS, the Governing Board of the Sunnyvale School District, in order to comply with the requirements of Education Code 60119, held a public hearing on October 5th, 2023 at 6:00 p.m., which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place and purpose of the hearing, and:

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community and bargaining unit leaders in the public hearing, and:

WHEREAS, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Sunnyvale School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and:

WHEREAS, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Sunnyvale School District have standards-aligned textbooks or instructional materials from the same adoption cycle, and:

WHEREAS, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State board of Education pursuant to Education Code 60605 and/or the Common Core Standards adopted pursuant to Education Code 60605.8;

WHEREAS, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects: mathematics, science, history-social science, English/language arts, including the English language development component of an adopted program, foreign language;

THEREFORE, it is resolved that for the 2023-2024 school year, the Sunnyvale School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED	THIS 5th day o	of October, 2023 at a	meeting, by the	following vote:

AYES:	NOES:	ABSENT:
Attest:	Clerk	President



10. B. Approval To Enter Into An Agreement For Architectural Services with Quattrocchi Kwok Architects (QKA) For The Sunnyvale Middle School 2-Story Classroom Building

Contact Person

Brandt Burns, Director, Facilities & Operations

Description

This Agreement describes the relationship between Quattrocchi Kwok Architects (QKA) and Sunnyvale School District. QKA will provide full Architectural Services for the building component of the Sunyvale Middle School project through design, approvals, construction administration and closeout as described in the Agreement. This will include all aspects of the building design and utility connection points to five feet outside the building in coordination with the Site Architect (LPA) team designing the site improvement portion of the project.

Design responsibilities will be coordinated with LPA to provide a complete project according to the Matrix of Responsibility attached to QKA's proposal. QKA's services include all engineering consultants necessary to complete the building design. QKA will customize the Pre-Checked (PC) Folia design to meet the specific programmatic needs of the Sunnyvale MS project as discussed with the District team in previous meetings.

The fee for QKA is \$1,291,250.00.

District staff continues to work closely with legal counsel during this process.

Recommendation

It is recommended that the Board of Education approve the agreement by Quattrocchi Kwok Architects to provide full architectural planning and designing services for the Sunnyvale Middle School 2-Story Classroom Building.

Supporting Documents



QKA SMS CR Bldg Proposal 2023.08.30



QKA - Short Form Construction-Related Professional Services Agreement - Architect QKA Signed 2.



August 30, 2023

Brandt Burns
Director of Facilities and Operations
Sunnyvale School District
819 W. Iowa Ave.
Sunnyvale, CA 94086
brandt.burns@sesd.org

RE: Sunnyvale Middle School New Classroom Buildings

Project No.: 2161.00

Dear Brandt,

QKA is excited for the opportunity to provide Architectural Services for the New Classroom Buildings at Sunnyvale Middle School. These buildings are to be designed using the Folia pre-fabricated building system developed by QKA and Blach Construction. QKA will provide Architectural Design services for the buildings, as described below, in collaboration with Blach Construction acting as the General Contractor under a Lease-leaseback construction delivery method and LPA as the overall Architect of Record for the project and providing design services for the site improvements. The buildings will provide approximately 30,200 square feet of space in two, two-story buildings with a construction cost budget of \$25,500,000. We propose the scope of work, compensation and project schedule as described below.

Scope of Work: QKA will provide full Architectural Services for the building component of the project through design, approvals, construction administration and closeout as described in the Agreement. This will include all aspects of the building design and utility connection points to five feet outside the building in coordination with the LPA team designing the site improvements portion of the project. Design responsibilities will be coordinated with LPA to provide a complete project according to the Matrix of Responsibility attached to this proposal. Our

MAIN

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829 A California Corporation

www.qka.com

services include all engineering consultants necessary to complete the building design. QKA will customize the Pre-Checked (PC) Folia design to meet the specific programmatic needs of the Sunnyvale MS project as discussed with the District team in previous meetings.

Compensation: QKA and the District have agreed upon a fee calculation of 4.75% of the building construction cost of \$25,500,000 plus an additional customization fee of \$80,000 based on the program specific customizations agreed upon in our preliminary meetings and shown in the attached floor plan diagrams. This results in a fee of \$1,291,250. Should the construction cost increase beyond the current estimate of \$25,500,000 the fee will be adjusted at the rate of 4.75%. Should the level of customization from the Folia PC change significantly QKA will provide a proposal for additional services for the cost of modifying the documents to provide those changes. QKA proposed the following fee breakdown by phase of work:

Phase of Work	Percentage	Fee
Schematic Design/Design	15%	\$193,688
Development		
Construction Documents	55%	\$710,188
Bidding and Negotiations	5%	\$64,563
DSA Approval	5%	\$64,563
Construction Administration	15%	\$193,688
Closeout	5%	\$64,563
Total	100%	\$1,291,250

Schedule: QKA and the District have agreed to the following general milestone schedule for the project:

Phase of Work	Completion Date
Schematic Design/Design Development	September 1, 2023
Construction Documents (DSA Submittal)	December 18, 2023
DSA Approval (estimated)	May 15, 2024
Construction Start	June 2024
Construction Completion	August 2025

Please let me know if you have any questions or comments on this proposal. If the terms of this proposal are acceptable, please provide an Agreement for Architectural Services for our review and approval. QKA has reviewed the District's standard form of Agreement during the RFQ/P stage, but would like the opportunity to make modifications to reflect the scope of services described above and in the attached matrix of responsibility and/or to include this proposal in the Agreement. Thank you for the opportunity to serve the District. We look forward to a successful project.

Sincerely,

Aaron Jobson, ATA, ALEP

President/CEO

cc: Myron Kong

encl. Matrix of Responsibility_R1, Schematic Floor Plans

SUNNYVALE MS - MATRIX OF RESPONSIBILITY

WINGS ARCH					
	BASIS OF DESIGN (through SD)	X			
	COVER TITLE SHEET	X			LPA will include for Inc 2 LPA will include for Inc 2
	SHEET INDEX	X			LPA will include for Inc 2 LPA will include for Inc 2
	GENERAL INFORMATION	X			Site - LPA, Building - Folia, LPA will compile the sheet with inform
		×	×		from Folia unless Folia has their own sheet
	CALGREEN INFORMATION	^	^		[QKA] We have CAL Green Sheets for Folia in the PC that we can to cover building elements. So, QKA can provide for Inc 2.
	SITE ACCESSIBILITY PLAN	X			to cover building elements. So, GRA can provide to find 2.
	SITE FIRE ACCESS PLAN	X			Indicate and income to fire according distance at a bound or
	CODE ANALYSIS	x			Indicate and incorporate fire separation distances, etc, based on or analysis performed by Folia for construction type
	EGRESS PLANS		X		
	FLOOR PLANS FINISH FLOOR PLANS		X		
	ROOF PLAN		X		
	REFLECTED CEILING PLANS EXTERIOR ELEVATIONS		X		
	BUILDING SECTIONS		X		
	WALL SECTIONS ENLARGED PLANS		X		
	INTERIOR ELEVATIONS		Х		
	DOOR SCHEDULES & TYPES OPENING TYPES		X		
	FINISH & EQUIPMENT SCHEDULES		X		
	STAIR PLANS & DETAILS ELEVATOR PLANS & SECTIONS		X		
1	EXTERIOR DETAILS		x		
	DETAILS		X		
	SIGNAGE PLANS & DETAILS		X		
CIVIL	Liones.			1	
	NOTES EXISTING CONDITIONS	X			
	DEMOLITION PLANS	Х			
	GRADING PLANS	X			
	STORM DRAIN PLANS	x			Coordination required with Folia for all connections to building from
	UTILITY PLANS HOR. CONTROL & PAVING PLANS	X		1	building
	CIVIL DETAILS	X		<u> </u>	<u> </u>
LANDSCAP					
LANDSCAPI	NOTES	X			
	MATERIALS PLAN	X		1	
	LAYOUT PLANS ENLARGED PLANS	X	-	1	+
	SECTIONS AND ELEVATIONS	X			
	CONSTRUCTION DETAILS	X		1	<u> </u>
	PLANTING PLAN PLANTING DETAILS	X		<u>L</u>	<u> </u>
STRUCTUR					
STRUCTUR	STRUCTURAL SITE DETAILS & CALCULATIO	NS X	1	Т	For site elements, such as fencing or planter areas
	STRUCTURAL BUILDING DRAWINGS		X		2 1
	BUILDING CALCULATIONS		X		
MECHANICA	AL.				
	MECHANICAL PLANS AND SCHEDULES		Tv	1	
	TITLE 24 SHEETS & SMALL FORMAT		x		
PLUMBING	PLUMBING SITE PLAN (OR INCLUDED IN CIV	/IL) X	1	T	
	PLUMBING BUILDING PLANS		X		
ELECTRICA		V	1	1	
	ELECTRICAL SITE GENERAL NOTES ELECTRICAL SITE PLAN	x			
	ELECTRICAL SITE LIGHTING PLAN	X			
	ELECTRICAL SITE FIXTURE SCHEDULE	Ŷ	+	1	
	ELECTRICAL SITE LIGHTING PHOTOMETRIC	s X			Coordination required for building mounted lighting and photome
	ELECTRICAL SITE DETAILS ELECTRICAL BUILDING POWER & LIGHTING	X	Y		
	SINGLE LINE DIAGRAM		X		
	SCHEDULES & LIGHTING CONTROL DIAGRA TITLE 24 SHEETS & SMALL FORMAT	AM	X		Coordination required with site lighting
	TITLE 24 SMALL FORMAT OUTDOOR LIGHTII	NG X	^		
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TECHNOLO	TECHNOLOGY FLOOR PLANS		X		
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FIRST FLOOR

SECOND FLOOR

INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Architectural Services ("Agreement") is made and entered into as of the 5th day of October, 2023 by and between the Sunnyvale School District, ("District") and Quattrocchi Kwok Architects ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services**. Consultant shall provide Architectural Services as further described in **Exhibit** "A," attached hereto and incorporated herein by this reference ("Services").
- 2. **Term**. Consultant shall commence providing services under this Agreement on September 21, 2023_and will diligently perform as required and complete performance by August, 2025.
- 3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other:

- 4. **Compensation**. District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed <u>one million two hundred ninety-one thousand two hundred and fifty</u> Dollars (\$1,291,250). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services

- actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.
- 5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
- 6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
- 7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

8. Performance of Services.

- 8.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.
- 8.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 8.3. **Meetings.** Consultant agrees to participate in meetings with the District and Architect in General Responsible Charge for the Project as required to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly

original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

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

- 11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

- 13.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 13.2.1. material violation of this Agreement by Consultant; or
 - 13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
 - 13.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. Indemnification.

14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

15. Insurance.

15.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 15.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)
- 15.1.2. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 15.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.
- 15.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
 - 15.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 15.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
 - 15.2.5. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.
- 15.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
- 16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the Governing Board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

- 17. **Compliance with DSA IR A-18.** DSA IR A-18 applies to "building components from DSA approved plans and to buildings or structures from DSA approved PC [pre-check] plans that are fabricated in-plant at manufacturer's facilities." Accordingly, Consultant's Services are subject to DSA IR A-18, and Consultant agrees to comply with all applicable requirements of DSA IR A-18 including, without limitation, by executing a statement of general conformance in the form attached hereto as **Exhibit "B."**
- 18. **Coordination with Other Architects/Consultants.** District reserves the right to let other contracts to other architect(s)/consultant(s). Consultant shall properly coordinate and connect its Services with the services of other architect(s)/consultant(s).
- 19. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 20. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
- 21. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
 - 21.1. All site visits shall be arranged through District;
 - 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **[RESERVED]**

- 23. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
 - 25.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 26. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 27. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 28. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

District: Consultant:

Sunnyvale School District
819 W Iowa Ave.
Sunnyvale, CA 94086
FAX:

EMAIL: brandt.burns@sesd.org

ATTN: Brandt Burns,

Director of Facilities and Operations

Quattrocchi Kwok Architects 636 5th Street, Santa Rosa, CA, 95404

FAX: ______ EMAIL: aaronj@qka.com ATTN: Aaron Jobson,

President/CEO

Any notice personally given or sent by facsimile or electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 29. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 30. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
- 31. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 32. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 33. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 34. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 35. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 36. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
- 37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 40. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic

signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

41. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Dated:	, 202_	Dated: September 25 , 2023
Sunnyvale S	School District	Quattrocchi Kwok Architests
Signed By:	-	Signed By:
Print Name:		Print Name: Aaron Jobson
Print Title:		Print Title: President/CEO
Information	regarding Consultant:	
License No.:	<u>C-30620</u>	$\underline{68-0378509}$: Employer Identification and/or
Address:	636 5 th Street Santa Rosa, CA 95404	Social Security Number
Telephone:	(707) 576-0829	NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of
Facsimile:		the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the
E-Mail:	aaronj@qka.com	recipients of \$600.00 or more to furnish their taxpayer information
X_ Corpor	ual oprietorship	to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT "A" DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

The project, Sunnyvale Middle School New Classroom Buildings at 1080 Mango Ave, Sunnyvale, CA, consists of two, two story classroom buildings of approximately 15,100 square feet each featuring 22 Classrooms, 1 Art Classroom, 5 Student Collaboration spaces, 1 Staff Collaboration space, Restrooms and supporting spaces. QKA will provide full Architectural Services for the building component of the project through design, approvals, construction administration and closeout as described in the Agreement. This will include all aspects of the building design and utility connection points to five feet outside the building in coordination with the Site Architect (LPA) team designing the site improvements portion of the project. Design responsibilities will be coordinated with LPA to provide a complete project according to the Matrix of Responsibility attached to QKA's proposal. Our services include all engineering consultants necessary to complete the building design. QKA will customize the Pre-Checked (PC) Folia design to meet the specific programmatic needs of the Sunnyvale MS project as discussed with the District team in previous meetings.

1.1. Basic Services.

- 1.1.1. Pursuant to DSA IR A-18, Consultant has been delegated responsibility for the pre-checked building(s) portion of project design.
- 1.1.2. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services regarding the project building(s), furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District regarding the project building(s). Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 1.1.3. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.

EXHIBIT "B" FORM OF STATEMENT OF GENERAL CONFORMANCE

FOR ARCHITECTS/ENGINEERS WHO UTILIZE PLANS, INCLUDING BUT NOT LIMITED TO SHOP DRAWINGS, PREPARED BY OTHER LICENSED DESIGN PROFESSIONALS AND/OR CONSULTANTS

(Application No		File No)	
☐ The drawings or she	$\hfill\square$ The drawings or sheets listed on the cover or index sheet			
☐ This drawing, page	☐ This drawing, page of specifications/calculations			
have been prepared by other design professionals or consultants who are licensed and/or authorized to prepare such drawings in this state. It has been examined by me for:				
1) Design intent and appears to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications prepared by me, and				
2) Coordination with my pl into the construction of this		cifications and is acceptab	le for incorporation	
The Statement of General Conformance "shall not be construed as relieving me of my rights, duties, and responsibilities under Sections 17302 and 81138 of the Education Code and Sections 4-336, 4-341 and 4-344" of Title 24, Part 1. (Title 24, Part 1, Section 4-317 [b])				
I find that:				
☐ All drawings or sheets listed on the cover or index sheet ☐ This drawing or page				
☐ is/are in general conformance with the project design intent, and ☐ has/have been coordinated with the project plans and specifications.		the project design intent	oordinated with the	
Signature	Date	Signature	Date	
Architect or Engineer to be in general responsible charge		Architect or Engineer responsibility for this work		
Print Name		Print Name		
License Number Expira	ation Date	License Number	Expiration Date	

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to selfinsure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

Name of Consultant: Quattrocchi Kwok Architects

Signature:

Print Name and Title: Aaron Jobson, President/CEO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

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

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

- ☑ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- □ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

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

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

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

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
Name/Company:	
If further space is required of this page.	for the list of employees/subcontractors, attach additional copies
Date:	September 25, 2023
Name of Consultant:	Quattrocchi Kwok Architects
Signature:	fur/
Print Name:	Aaron/Jobsop
Title:	President/CEO

Sunnyvale School District
Independent Consultant Agreement for Architectural Services



10. C. Approval of the El Camino Healthcare District Community Benefit Grant Agreement



Contact Person

Tasha Dean, Chief Teaching and Learning Officer

Description

The District annually applies for and has been approved to receive \$574,000.00 in grant funds from the El Camino Healthcare District Community Benefit Grant Fund. Through this agreement, the District uses these grant resources to fund:

- A full-time District Nurse
- A full-time Health Assistant position

The grant period is July 1, 2023 through June 30, 2025.

The full agreement is attached for your review.

Recommendation

It is recommended that the Board of Education approve the agreement between El Camino Healthcare District and Sunnyvale School District.

Supporting Documents



El Camino Healthcare District MOU



EL CAMINO HEALTHCARE DISTRICT COMMUNITY BENEFIT GRANT AGREEMENT

This Agreement ("Agreement") is entered into between El Camino Healthcare District ("ECHD"), a political subdivision of the State of California, located in Mountain View, California, and Sunnyvale School District (the "Organization") and covers the grant period specified below.

1. TERMS OF GRANT

Grant Project Name: Healthcare Grant

Grant Funds: \$574,000.00

Grant Period: July 1, 2023 to June 30, 2025

Organization Name: Sunnyvale School District

Primary Contact Information: Michael Gallagher

Superintendent

819 W. Iowa Avenue Sunnyvale, CA 94086

2. <u>GENERAL PURPOSE</u>. The Community Benefit Grant Fund is a community benefit program which makes grants to support the tax-exempt purposes of ECHD. For the avoidance of doubt, grant funds are provided by ECHD for the primary purpose of achieving community benefit objectives, not the El Camino Health Foundation, which is a separate legal entity.

3. <u>USE OF GRANT FUNDS.</u>

- a) Grant Funds provided hereunder ("Grant Funds") are granted to the Organization solely for the purpose ("Grant Purpose") set forth in the Organization's grant application ("Application"), the terms of which are incorporated herein by this reference. For the avoidance of doubt, the amount of requested funds set forth in the Application may be modified or reduced by ECHD prior to the award of Grant Funds hereunder. Should there be a conflict between this Agreement and the Application, this Agreement shall control.
- b) The Organization shall carry out any project or program to be supported by the Grant Funds (the "Project") in accordance with the terms of this Agreement and the exhibits and attachments attached hereto, the terms of which are incorporated herein by this reference.
- c) Grant Funds provided hereunder and any income earned thereon shall be expended only for the charitable purposes of ECHD or the charitable or governmental purposes of the Organization and to carry out the Grant Purpose set forth in the Application. The Organization



shall repay to ECHD any portion of the Grant Funds which is not spent or committed for such purposes.

- d) Grant Funds may not be used, in any way, to defray the Organization's ordinary operating expenses unrelated to the Grant Purpose or to fund expenses already incurred by the Organization. Grant Funds may not be held as an endowment. Grant Funds may not be used to carry out propaganda, or otherwise to attempt to influence any legislation or to intervene in any campaign for public office. Grant Funds may only serve individuals who live, work or go to school within the boundaries of the El Camino Healthcare District. The Organization may not use Grant Funds in any way other than those described in the Application unless advance written permission is granted by the ECHD Community Partnerships Department.
- 4. <u>USE OF INCOME</u>. Any interest earned on the Grant Funds is to be used in direct furtherance of the Grant Purpose. Any unused Grant Funds will be refunded to ECHD within thirty (30) days of the last day of the Grant Period.
- 5. <u>REPORTING REQUIREMENTS</u>. Written reports, signed by the appropriate officer of the Organization, are to be furnished to ECHD on the dates specified below. Future grant opportunities for the Organization may not be considered if reports are not received. Reports shall contain data specified in the Midyear and Year-end Report guidelines to be provided to the Organization and ECHD-approved metrics set forth in Exhibit A (the "Project Metrics"). Reports may be made public, and reports or information contained in the reports will be included in ECHD's governmental reports.

Six-month (Midyear) Report Due Date: January 16, 2024

First Year-end Report Due Date: July 15, 2024

Eighteen-month (Midyear) Report Due Date: January 15, 2025

Final Year-end Report Due Date: July 15, 2025

- 6. <u>RECORDKEEPING AND EVALUATION</u>. The Organization shall keep adequate records to substantiate its expenditures of Grant Funds. ECHD may, at its expense and on reasonable notice to Organization, visit and observe the Organization's Project, discuss the Project with the Organization's personnel, or audit or request audited records of the Organization insofar as they relate to the activities funded by this Grant.
- 7. <u>ACKNOWLEDGEMENT OF FUNDS</u>. In order to further ECHD's community benefit objectives and to make the community aware of the potential of the availability of funds for future community health programs, ECHD requests that it be mentioned in the Organization's external communication channels per the branding toolkit that will be provided, which outlines the appropriate use of the ECHD name, social media tags, and/or logo. ECHD requests that the ECHD name and/or logo be added to the following, as applicable:



- a) Building signage: For Projects receiving funds \geq \$200,000
- b) Mobile van signage: For Projects receiving funds $\geq $50,000$
- c) Email signatures: For Projects that fund ≥ 0.75 FTE in Project personnel
- d) Annual reports: All Projects
- e) Website partnership pages: All Projects
- f) Social media when posting about the Project: All Projects
- g) Printed collateral about the Project: All Projects
- h) Media coverage about the Project: All Projects

The Organization may use the following language, as applicable, in making attributions for funding without prior approval of the ECHD:

"Made possible by funding from El Camino Healthcare District"

or

"Funded by El Camino Healthcare District".

- 8. <u>INTENT OF PARTIES</u>. Nothing in this Agreement, in the Application, or in any other written or oral agreement between ECHD and the Organization, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to or from ECHD or its affiliates.
- 9. <u>PAYMENT SCHEDULE</u>. Payment will be made as follows, subject to the contingencies provided in this Agreement:

Projected Date	Payable upon receipt of
(on or before)	
September 30, 2023	Fully Executed Agreement
February 28, 2024	Midyear report
September 30, 2024	Year-end report
February 28, 2025	Midyear report

10. <u>NOTIFICATION</u>. The Organization shall give ECHD immediate written notice of any changes in (a) the Organization's legal or tax status, (b) the Organization's key personnel responsible for achieving the Grant Purpose, (c) the Organization's primary contacts identified in Exhibit B, (d) substantive changes to the ECHD-approved budget of the Project (the "Project Budget"), or (e) any actual or proposed material change to the Organization's finances, business, or operations.



- 11. <u>APPROVED PROJECT BUDGET</u>. All personnel of the Organization responsible for implementing the Project and reporting on the Project Budget must be aware of the Project Budget. Grant Funds must be spent as indicated in the Project Budget attached hereto as Attachment A. Substantive changes to the Project Budget must be submitted to ECHD Community Benefit Program staff for approval.
- 12. <u>COMPLIANCE WITH LAWS</u>. The Organization represents that it is legally authorized to enter into this Agreement and that the Organization has complied with and will continue to comply with all applicable local, state, and federal laws or requirements in connection with the performance of the activities under the Project and this Agreement.
- 13. <u>INDEMNIFICATION</u>. The Organization agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless ECHD, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Organization, its officers, directors, employees and agents, in applying for or accepting the Grant Funds, in expending or applying the Grant Funds, or in carrying out any activities to be supported by the Grant Funds (including the Project), except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of ECHD, its officers, directors, employees or agents.
- 14. <u>TERMINATION</u>. If ECHD determines, in its sole discretion, that the Organization has violated or failed to meet the terms of this Agreement, or satisfactory performance of the Grant Purpose has not occurred and is not likely to continue to occur, the Grant may be terminated and/or the amount of Grant Funds may be modified, withheld, suspended or discontinued, and any unspent Grant Funds must be promptly repaid.
- 15. <u>SIGNATURE</u>. The Organization shall have a corporate officer authorized to sign on behalf of the Organization sign and return a copy of this Agreement in its entirety to ECHD to indicate the Organization's acceptance of the terms of its receipt of the Grant Funds and this Agreement. The parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature page to follow]



IN WITNESS HEREOF the parties hereto have executed this Community Benefit Grant Agreement as of the date set forth below.

Sunnyvale School District

Michael Gallagher	Deputy Superintendent
Name	Title
Signature	Date
El Camino Healthcare District, a political subdivision of the State of California	
Jon Cowan	Senior Director, Government Relations & Community Partnerships
Name	Title
Jon Coun	
V	09/22/2023
Signature	Date
Encl: Exhibit A – Project Metrics Exhibit B – Organization Contacts	

Attachment A – Project Budget



EXHIBIT A

PROJECT METRICS

All personnel of the Organization responsible for implementing the Project and reporting on Project metrics must be aware of the Project Metrics set forth below. The Organization shall inform ECHD's Community Partnership staff at CommunityBenefit ECH @elcaminohealth.org if there are changes to the Project Metrics.

FY24-25 Metrics	FY24 Midyear Target	FY24 Annual Target	FY25 Midyear Target	FY25 Annual Target
Individuals served (unduplicated)	1,364	2,729	1,364	2,729
Services provided	3,272	5,137	3,272	5,137
Number of patients receiving follow-up care after a patient is screened	113	250	123	259
Students out of compliance with required immunizations who become compliant	90%	90%	90%	90%
Students who failed vision or hearing screening and saw their healthcare provider	25%	55%	27%	57%



EXHIBIT B

ORGANIZATION CONTACTS

The Organization shall inform ECHD's Community Partnership staff at <u>CommunityBenefit ECH@elcaminohealth.org</u> if there are changes to the authorized signatory of the Organization or the primary contact.

Chief Executive Officer /

Executive Director Name: Michael Gallagher

Title: <u>Superintendent</u>

Primary Contact

Name: <u>Dagmar Paul</u> Title: District Nurse



ATTACHMENT A

PROJECT BUDGET

(Please see the attached.)





11. CONSENT AGENDA ITEMS

Quick Summary / Abstract

Any item on the Consent Agenda is subject to review and discussion prior to being approved by the Board. If necessary, any item(s) may be removed for separate action. The public may address the Board regarding any item(s) on the Consent Agenda.



11. A. Approval of Minutes



Contact Person

Michael Gallagher, Ed.D., Superintendent

Description

BB 9324:

"The Governing Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public."

Recommendation

It is recommended that the Board approve the Minutes from 9/21/23 meeting.

Supporting Documents



Minutes 9.21.23



MEETING MINUTES

Our Mission

Sunnyvale School District provides every student with a strong foundation of academic, behavioral, and social-emotional skills to prepare them for success in a diverse, challenging, and changing world.

- Agenda materials are available online and in the Superintendent's Office upon request.
- Individuals requiring special accommodation should contact the Superintendent's Office at least two working days before the meeting date.

Stream Live: Click Here(https://simbli.eboardsolutions.com//SU/JoWojTNAslshcSfBSojm5Amvw==)

Attendees

Voting Members

Michelle Maginot, Board Member Nancy Newkirk, Board Member Bridget Watson, Board Member Isabel Jubes-Flamerich, Board Member Eileen Le, Board Member

1. OPENING OF MEETING BY BOARD PRESIDENT

Board President Jubes-Flarmerich called the meeting to order at 6:01 PM.

A. Roll Call

All Trustees were present.

B. Pledge of Allegiance

Board President Jubes-Flaermich led the pledge of allegiance.

C. Living Land Acknowledgement

Board President Jubes-Flamerich read the Living Land Acknowledgment.

2. APPROVAL OF AGENDA

Motion made by: Bridget Watson Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

3. STUDY SESSION

A. 2024-2027 LCAP & Strategic Plan Discussion

Tasha L. Dean, Ed. D, Chief Teaching & Learning Officer, presented the Board with information on the LCAP that will lead to creating a strategic plan. (See PowerPoint for details)

4. COMMENTS FROM THE BOARD AND SUPERINTENDENT

BREAK: 7:10 - 7:17 PM

Nancy Newkirk:

- Read articles from EdSource
- Advocated to federal representatives for funding preschool and TK.
- Attended a Webinar

Bridget Watson:

- Attended:
 - Student Equity Summit
 - County Workforce Housing on ADU's
- Informed the Board about her teaching job and the onboard training received for Suicide Prevention

Eileen Le:

- Attended:
 - o AAPI Leadership Summit 9/8/2023
 - SEF Monthly Meeting 9/9/2023
 - SEF Governance Meeting 9/13/2023
 - o Lakewood Principal's Coffee 9/14/2023
 - $\circ\,$ Lakewood Back to School BBQ / Picnic 9/15/2023
 - o SSD Handbook review w/ Bridget 9/18/2023
 - FUHSD Pre-Map Meeting 9/19/2023

Michelle Maginot:

- Reminded the Board on CLSBA Conference next week in Long Beach.
- Expressed that she loves early-out days to be able to spend time with her kids and is disappointed that she will miss some while attending CLSBA.

Isabel Jubes-Flamerich:

- Attended:
 - Student Equity Summit
- Will be attending CLSBA Conference in Long Beach next week

Superintendent Dr. Gallagher:

• Informed the Board about Dr. Benson and Dr. Harden Lindsey are meeting with team

members on the Anti-Racism Training and Coaching.

• Informed the Board of the upcoming Bond and Parcel Tax survey results expected to arrive on Monday, September 25, 2023.

5. COMMENTS FROM THE SUNNYVALE EDUCATION ASSOCIATION

None

6. COMMENTS FROM THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

None

7. COMMENTS FROM THE PUBLIC

None

8. REVIEW AND DISCUSSION

A. Review and Discuss Board Policy 5148 - Child Care and Development

Tasha L. Dean, Ed. D., Chief Teaching & Learning Office, reviewed Board Policy 5148 on Child Care and Development. The Board of Education advised to place on Concsent Agenda in the next meeting.

B. Review and Discuss Board Policy 6174 - Education For English Learners

Tasha L. Dean, Ed. D., Chief Teaching & Learning Office, reviewed Board Policy 6174 on Education for English Learners. The Board of Education advised to place on Concsent Agenda in the next meeting.

9. CONSENT AGENDA ITEMS

A. Approval of Minutes

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

B. Approval of Personnel Assignment Order 23-04

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

C. Approval of General Contractor Agreements (WildMind Science Learning, Judy Nelson, Diane Guerin, Santa Clara County Office of Education, Hola Language Services, Lydia Hearn, James Sharp)

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

D. Approval of 2022-23 Unaudited Actuals Certification-Form CA-Updated

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

E. Approval of the Proposed Overnight Field Trips -Fairwood Explorer Elementary School

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

F. Acceptance of Donations to the District

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

G. Approval of Memorandum of Understand (MOU) between Sunnyvale School District and California School Employee Association and its Chapter #205 (CSEA) Re: Classified Staffing Needs during the 2023-2024 School Year

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

H. Approval of Board Bylaw 9323 - Meeting Conduct

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

I. Approval of Board Policy 5141.5 - Mental Health

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

J. Approval of Board Policy 5141.6 - School Health Services

Motion made by: Michelle Maginot Motion seconded by: Nancy Newkirk

Voting:

Unanimously Approved

K. Approval of Purchase Orders and Warrant Reports

Motion made by: Michelle Maginot

Motion seconded by: Nancy Newkirk Voting: Unanimously Approved
 . INFORMATION AGENDA Board President Jubes-Flamerich informed the Board on the informational items.
A. Administrative Regulation 5148 - Child Care and Development
B. Administrative Regulation 6174 - Education for English Learners
. FUTURE MEETINGS/ADJOURNMENT 7:47 PM
The Board of Education adjourned the meeting.

Date Approved

Clerk, Board of Education



11. B. Approval of Personnel Assignment Order 23-05



Contact Person

Jeremy Nishihara, Assistant Superintendent, Human Resources and Information Systems

Description

Personnel assignments to be approved by the Board.

Recommendation

It is recommended that the Board approve Personnel Assignment Order 23-05 as presented.

Supporting Documents



CE PAO 23-05



CLPAO 23-05

Personnel Assignment Order 23-05

COMMENTS

<u>PURPOSE</u>

1. Certificated

a. Employment

Maria de los Angeles Lopez, Resource Teacher – Special Education
Columbia Middle School #11834
Column B, Step 2 Replacing
SACS=6500H12C1136 Maria Marquez

Effective: September 6, 2023

TO THE BOARD OF EDUCATION FROM THE SUPERINTENDENT

October 5, 2023

#10773

Replacing

Yvonne Estrada

Stephanie Alejandre

Personnel Assignment Order 23-05

COMMENTS

PURPOSE

Classified

a. Employment

Sheila Sanchez Banos, Bishop Elementary

Para Educator Special Education 6 hrs/day, 30 hrs/wk, 10 mts/yr SACS=6500H11A2110

Effective: September 6, 2023

Kimberly Hostetler, Vargas Elementary

Para Educator Behavior Technician #11914

8 hrs/day, 40 hrs/wk, 11 mts/yr

SACS=2600010K2110 New Position

Effective: August 15, 2023

Nikita Joshi, Cherry Chase Elementary

Noon Aide, 1.5 hrs/day, 7.5 hrs/wk, 10 mts/yr #11529 SACS=0199010B2915 Replacing

Effective: August 30, 2023 Xochitl Chavez Valladares

Jane Higgins, Columbia Middle School

Bilingual Para Educator, 6 hrs/day, 30 hrs/wk, 10 mts/yr #11448

SACS=4203010C2110 Replacing

Effective: August 31, 2023 Cecilia Castaneda

Ruby Rose Miranda, Bishop Elementary

Para Educator KLAS #11183 21.5 hrs/wk, 10 mts/yr Replacing

SACS=2600010A2110

Effective: September 6, 2023

Jennifer Rosales-Godinez, Vargas Elementary

Para Educator - KLAS #11204
21.5 hrs/wk, 10 mts/yr Replacing
SACS=6010A10J2110 Jasmin Cardona

Effective: September 11, 2023

Thomas Chen, Columbia Middle School

Para Educator Special Education #10469

6 hrs/day, 30 hrs/wk, 10 mts/yr

SACS=6500H11C2110 Replacing

Effective: September 7, 2023 Yarely Loyola Cisneros

TO THE BOARD OF EDUCATION FROM THE SUPERINTENDENT

October 5, 2023

Personnel Assignment Order 23-05

COMMENTS

<u>PURPOSE</u>

2. <u>Classified</u>

b. Change in Assignment

Julie Langtry, Lakewood Elementary From: Para Educator Special Education 6 hrs/day, 30 hrs/wk, 10 mts/yr To: Early Learning Para Educator 7 hrs/day, 35 hrs/wk, 10 mts/yr Effective: September 6, 2023

#10684

#11228 Replacing Samantha Salas

c. Information Only

Substitute Noon Aide

Sureyma Cuautle Gonzalez

Venkata Lakshmi Anaparthi



11. C. Approval of General Contractor Agreements (Andy Chacon, Taniela Feliciano-Takafua, Aya Healthcare)

Contact Person

Jeremy Nishihara - Assistant Superintendent, Human Resources and Information Systems

Description

The following agreements have been tentatively agreed to by Sunnyvale School District management, and are subject to approval or ratification by the Board of Education. A signed copy of each agreement, in its entirety, is on file in the Human Resources Department.

Recommendation

It is recommended that the Board approve the General Contractor Agreements (Andy Chacon, Taniela Feliciano-Takafua, Aya Healthcare) as listed.

Supporting Documents



General Contract Agenda 10.05.23 attachment

Sunnyvale School District Board of Education

<u>Contractor</u>	<u>Amount/Date</u>	<u>Services</u>
Andy Chacon Funding Sources: Student Activities CON 23-24-86	Not to Exceed \$650.00 September 12, 2023 thru September 18, 2023	Will provide DJ services for Sunnyvale Middle School dance on 9/15/22.
Taniela Feliciano-Takafua Funding Sources: 0140010C5830 CON 23-24-87	Not to Exceed \$6,600.00 September 22, 2023 thru June 30, 2024	Will provide afterschool co-op coaching at Columbia Middle School for the 2022-23 school year.
Aya Healthcare Funding Sources: 6500C21K5830 CON 23-24-88	Not to Exceed \$110,000.00 September 22, 2023 thru May 17, 2024	Will provide the full scope of a licensed Occupational Therapist. This includes assessment, consultation and services.



11. D. Approval of Performance Fact Agreement to Assist the District in Development of its Strategic Plan and LCAP

Contact Person

Michael Gallagher, Ed.D., Superintendent

Description

The Agreement covers the period from October 2023 to June 2024.

The Agreement will be executed in two phases:

- Phase I: Development of a Strategic Plan, to be conducted between October 2023 through February 2024.
- Phase II: Alignment of the LCAP to the Strategic Plan, to be completed in Spring 2024

The Client will pay Performance Fact a total of \$96,475 for professional services for the 2023- 2024 school year, according to the estimates and scope of work outlined in Exhibit A. The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent, the Board, and communities of interest.

Performance Fact's strategic planning process utilizes a series of stakeholder-teams to guide clients through the development of a strategic alignment plan that embraces the community's diverse voices.

Recommendation

It is recommended that the Board approve the Performance Fact Agreement to Assist the District in the Development of its Strategic Plan and alignment of the LCAP to the Strategic Plan.

Supporting Documents



Performance Fact Agreement



PERFORMANCE FACT

THINK. BELIEVE. MOVE MOUNTAINS.

Agreement between

SUNNYVALE ELEMENTARY SCHOOL DISTRICT (Sunnyvale, CA) and **PERFORMANCE FACT, Inc.**

regarding Development of a District Strategic Plan and Alignment to the LCAP

BACKGROUND

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **SUNNYVALE ELEMENTARY SCHOOL DISTRICT** ("Client"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

1. PARTIES

This Agreement is made in September 2023 between the Client and Performance Fact, Inc. The project manager for the Client is Dr. Michael Gallagher, Superintendent of Schools. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from October 2023 to June 2024. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

2. SCOPE OF WORK

This Agreement will be executed in two phases:

- Phase I: Development of a Strategic Plan, to be conducted between October 2023 February 2024;
- **Phase II:** Alignment of the **LCAP** to the Strategic Plan, to completed in Spring 2024. *See Exhibit A (attached) for additional details.*

3. PAYMENT/EXPENSES

The Client will pay Performance Fact a total of \$96,475 for professional services for the 2023-2024 school year, according to the estimates and scope of work outlined in *Exhibit A*.

The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent, the Board, and communities of interest.

Scope of work and professional fees associated with the *implementation* of the Strategic Plan during 2023-2024 SY and/or future school years are <u>not</u> included in this Agreement. Actual scope and fees for future year(s) will be agreed to by the Client, if the Client chooses Performance Fact as an *implementation-phase* partner.

4. RESCHEDULING/CANCELLATION POLICY

Rescheduling/Cancellations of Specific Events/Activities per Contract:

- More than 30 days prior to scheduled date: No additional charge
- Less than 30 days before scheduled date: \$500 additional fee payable by Client.

5. LOGISTICS

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including participants' access to zoom (or equivalent) web conferencing, when applicable.

6. PAYMENT SCHEDULE

Performance Fact will invoice the Client according to the following schedule.

November 15, 2023	\$48,475
December 15, 2023	\$12,000
February 15, 2024	\$12,000
April 15, 2024	\$12,000
	' '
May 15, 2024	\$12,000

7. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or a breach of this Agreement, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation through the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

In the event the dispute is not resolved by mediation, the parties agree to resolve the conflict through arbitration under the rules of the American Arbitration Association.

8. EQUAL EMPLOYMENT OPPORTUNITY

Performance Fact does not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

9. OWNERSHIP OF MATERIALS

Performance Fact will be using propriety material during portions of the Contract. Such material shall remain the exclusive property of Performance Fact and shall not be further disseminated without the express written consent of Performance Fact. In the event written permission is granted, acknowledgement of source for all Performance Fact proprietary materials, tools, processes, etc. is required.

CONTRACT TERMS ACCEPTED:

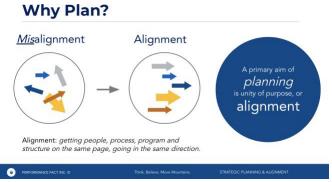
PERFORMANCE FACT SIGNATORY	SUNNYVALE ELEMENTARY SD SIGNATOR	
MUTIU O. FAGBAYI	_	
Name	Name (Please Print)	
Orpola:		
Signature	Signature	
President/CEO	_	
Title	Title	
September 14, 2023		
Date	Date	

MOVING FORWARD AS ONE™

Phase I: Development of a Comprehensive Strategic Plan 2023-2024 SY

Why Plan?

A primary purpose of planning is to facilitate unity of purpose, or alignment. Alignment is the process of reaching mutual understanding about common goals. It gives shared meaning to the work of the school or school district, thereby enabling successful accomplishment of the goals of the organization.



To be effective, the alignment process must proactively seek out and embrace the diverse voices of the organization's diverse stakeholders. If we want all stakeholders to be committed to and be meaningfully engaged in the *implementation* of the plan, it is wise to involve each stakeholder in the *development* of the plan itself.

Embracing Diverse Voices & Perspectives

Performance Fact's strategic planning process utilizes a series of stakeholder-teams to guide clients through the development of a strategic alignment plan that embraces the community's diverse voices.

Each school system defines its relevant stakeholders, mindful of the paramount importance of broad-based, equitable representation within and across stakeholder groups.

Embracing Diverse Voices & Perspectives Students Unions **Teachers School Board** Multiple Voices, **Administrators** Parents/Caregivers Unified Direction Classified/Aides **Community Members Cabinet & Supervisors Community Organizations** Meaningful Engagement strengthens understanding, appreciation and commitment.

While the configuration of the diverse groups may vary from one system to another, four teams are required in order to ensure equitable, diverse, and informed voice and a well-developed strategic plan, namely: Student Voice Team, Core Planning Team, Instructional Focus Team, and Community Forum.

Community-wide Planning Teams

Core Planning Team (*CPT*) consists of a cross-section of all stakeholders, including students whenever possible. Because the team includes internal and external stakeholders, it takes the lead in setting the broad direction for the plan, including the Portrait of a Graduate; Vision, Mission, and Core Values; Goals, Measures and Benchmarks of Student Success; the "Four Pillars" (or building blocks) of educational practices, programs and structures; educational strategies; and the roadmap for disciplined implementation of the strategic plan.

The Core Planning Team cuts across <u>all</u> stakeholder-groups. The other teams offer opportunities for "reality check" or focused listening sessions with subsets of the stakeholders, as appropriate. The number and types of "reality check" sessions are customized to the unique context of each community. This team can have 20-150 members, as appropriate.

Student Voice Team (*SV*) consists of 30-100+ students who represent the diversity among all students (e.g., demographic, academic, attitudinal, dropouts, graduates, etc.). The team serves as the direct voice of the entire student body. Some of the students on this team may also serve on the Core Planning Team. In addition to the focus group discussions with a <u>sampling</u> of all students, we administer online surveys to <u>all</u> students in Grades 3-12, to solicit their feedback about their schooling experiences. (Optional: Parent/Caregiver and Teacher/Staff surveys could be administered as well, if requested by the client. Those surveys are priced separately, based on the number of stakeholders, the number of questions, and the level of survey analysis requested by the client).

Instructional Focus Team (*IFT*) takes the lead in identifying the professional practices that will enhance instructional effectiveness. The team consists of at least one teacher from each school, all (or representative sampling) of principals and other school administrators, and district-level teaching & learning coaches, facilitators, support staff, etc.

Principals/Administrators Team (*P/A*) provides school and district-level administrators an avenue for staying abreast of and guiding the work of the other groups, particularly since these school and district leaders will be directly responsible for overseeing the implementation of the plan.

Alignment Team (*AL*) consists of key decision-makers or opinion shapers from the key institutions within the community (e.g., school system, parent & community leaders, union, business/higher education, community-based organizations, governmental entities, faith-based groups, etc.). The team size, membership, scope of involvement, or formal vs. informal structure depends on the local context and need.

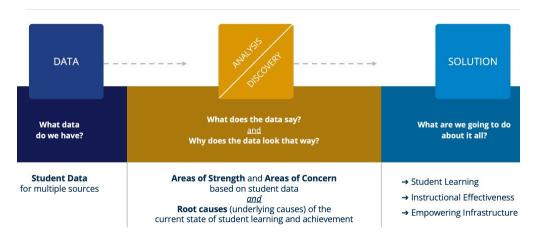
Community Forum (*CF*) provides every resident an opportunity to participate in and influence the direction of the strategic plan *prior* to *its* completion and formal adoption by the Board. Community Forums are "reality check" sessions that are held at multiple times and in multiple locations throughout the community. The insights from the Community Forums are shared with the Core Planning Team for integration into the strategic plan, as appropriate.

Campus/Department "Reality Check" (*C/D*) offers all district employees – at the school site or in district support position – an opportunity to provide input and feedback prior to the formal adoption of the plan. The structure of the "reality check" is flexible, as long as all staff (or groups broadly representative of all staff) have a chance to voice their perspective. Those perspectives are presented to the Core Planning Team for integration into the formal plan, as appropriate.

Board Review (BD) ensures that the school Board is continually kept abreast of the progress of the strategic planning process. The updating process could be via formal presentations at periodic intervals, or through ongoing reporting by the Superintendent or Board-designated strategic planning point-person(s). The Board is encouraged to share its views regarding the ongoing planning process and emerging outputs; however, the Board is urged to defer formal action on the strategic plan until it is presented by the Superintendent for formal adoption at the end of the planning process.

Key Components of the Strategic Planning Framework

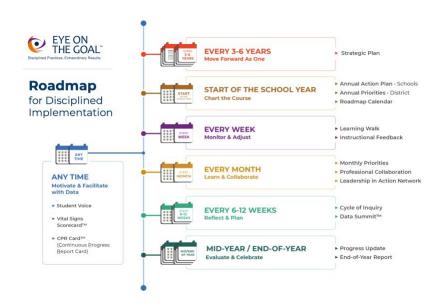
A Data-driven, Equity-focused Planning Process



Equity-Centered Strategic Plan

"Keeping ends and means in proper sequence."





Step-by-Step

D A T A What data do we have?

Student Data	Compile multi-year student data from multiple sources.	•
Student Voice	Gather student voice data, including: online surveys; focus group discussions; insights from Student Voice team; etc.	0
Equity Indicators & Measures	Compile comprehensive data on current state of student learning, experiences, and performance (based on the Indicators and Measures in Monitoring Educational Equity by the National Academies of Sciences, Engineering & Medicine; 2019)	•

ANALYSIS What does the data say?

	· · · · · · · · · · · · · · · · · · ·	
Analysis of Student Data	Analyze qualitative and quantitative student data; determine highest- priority Areas of Strength and Areas of Concern, based solely on student data.	0
Equity Audit: Student Experiences	Analyze disparities in student outcomes and access to opportunities and resources (based on the indicators of educational equity of the National Academies of Sciences, Engineering, and Medicine); determine the "equity challenges."	•

DISCOVERY Why does the data look that way?

	tiny does the data rook that way.	
Assessment of the Standards-aligned Instructional System	Assess the effectiveness of core academic programs relative to the components of a standards-aligned system: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration. Consider additional complementary dimensions: Professional Development and Leadership Capacity-building	•
Root-cause Analysis	Determine the underlying causes of the current state of student learning, growth, and success.	0

SOLUTION What are we going to do about it all?

 Student Learning 		
Equity Commitment	Articulate the district's and community's stance and expectations regarding equitable access and opportunity for all students.	
Portrait of a Graduate	Define the qualities and attributes of a high school graduate: the knowledge, skills, and disposition of a graduate equipped for success at the next level.	TBD
Core Purpose / Promise	Clarify the vision, mission, and core values of the organization <u>or</u> the Promise to our students	0
Goals, Excellence Targets, Measures of Student Progress	Articulate the goals for student success; set the excellence targets; define the measures of student progress.	•

2. Instructional Effectiveness		
"Four Pillars"	Define the building blocks of a coherent, durable framework, or theory of action; i.e., the capabilities that must be developed to realize the outcomes for students.	•
Strengthening the Instructional Core	Outline the priorities for continuous improvement of each component of standards-aligned instructional system for the core subjects: A – Standards; B – Assessments; C – Curriculum; D – Instruction; E – Instructional Materials & Resources; F – Interventions & Acceleration. Also: Define the Professional Development and Leadership Capacity-building to facilitate effective practices.	•

3. Empowering Infrastructure		
Strategy Map & Key Actions	Define system-level strategic priorities to support students and schools, and to cultivate a high-trust, equitable, continuous learning, and accountable culture. Define equity-focused high-impact strategies, processes, and for each Goal or Pillar (as appropriate).	•
Roadmap for Disciplined Implementation	Develop a detailed roadmap for disciplined implementation, including explicit milestones Include guidelines for equitable allocation of resources, with particular attention to closing/eliminating disparities in outcomes and access among student-groups. for Implementation Year 1 and an outline for Year 2 and Year 3.	0

MOVING FORWARD AS ONE™ Phase II: Aligning the LCAP with the Strategic Plan 2023-2024 SY

According to the California Department of Education (CDE), the Local Control and Accountability Plan (LCAP) is "a tool for local educational agencies (LEA) to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes."

This section outlines the professional services that Performance Fact will provide to Sunnyvale Elementary School District (SESD) regarding the development of a LCAP that meets the guidelines and outcomes specified by the State. Specifically, the proposal delineates how Performance will facilitate the completion of four key areas of the LCAP process, namely: (a) Engaging Educational Partners; (b) Goals and Actions; (c) Increased or improved Services for Foster Youth, English Learners, and Low-Income Students; and (d) Plan Summary.

Furthermore, this Phase II process focuses on aligning the LCAP to the comprehensive Strategic Plan to be completed in Phase I of this Contract. Phase I (i.e., *Comprehensive Strategic Plan*) is scheduled for completion in January/February 2024. Phase II (i.e., *Aligning the LCAP*) is scheduled for completion in Spring 2024.

The scope does <u>not</u> include professional services for the *implementation, monitoring* and evaluation phases of the Strategic Plan or the LCAP. Professional services associated with those latter phases – if requested by the district – will be discussed at the conclusion of the planning phases.

Aligning the Strategic Plan & the LCAP

LCAP Process Requirements

A. Engaging Educational Partners

Embracing the diverse voices of the district's students, staff, families, and educational partners is central to the LCAP process.

Engagement of those multiple perspectives will be accomplished through a variety of approaches, including:

- Survey of students, teachers, leaders, and staff to assess current state of student and school success and to recommend goals and strategies for improving student outcomes, professional practices, and community engagement (already initiated by the district)
- Community forums within each school's boundaries to gather feedback and recommendations
- Targeted sessions that focus on the perspectives, needs, and recommendations of "affinity groups."

The engagement sessions will be conducted in ways that enable equity of voice and participation for the district's diverse partners.

Alignment to Strategic Plan

Formation of multiple Community Planning Teams and listening / "reality check" sessions, including:

- Student Voice Team
- Core Planning Team
- Instructional Focus Team
- Alignment Team
- Community Forums
- Principal/Admin/District Leadership Team
- Campus/Department Feedback
- Board Updates

During the Winter/Early-Spring 2024 phase when the detailed LCAP will be developed, additional targeted community engagement may be conducted as needed. Specifically, educational priorities and milestones of progress (i.e., specific tasks, date, and lead person) will be identified.

B. Goals & Actions

According to CDE guidelines: "Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal."

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows

The following dimensions of the Strategic Planning process will provide insights into the *Goals & Actions* requirement of the LCAP:

- Analysis of student data from multiple sources
- Assessment of the current state of instructional programs and professional practices
- Portrait of a Graduate
- Goals, Excellence Targets, and Measures of Student Progress
- "Four Pillars" (Building Blocks), Core Instructional Priorities, Educational Strategies
- Roadmap for Disciplined Implementation

an LEA to track performance on any metrics not addressed in the other goals of the LCAP."

Increased or Improved Services for Identified Student-Groups

Based on CDE guidelines: "Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements.

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing." The needs of identified studentgroups – including foster youth, English learners, and low-income – will be spotlighted and addressed at multiple points in the process:

- Analysis of student data from multiple sources, disaggregated by student-groups to tease out equity of access and outcomes by student-group;
- Assessment of the current state of instructional programs and professional practices, including intervention and supports based on students' strength and needs;
- Goals, Excellence Targets, and Measures of Student Progress to facilitate equity in outcomes
- Strategies and key actions aligned to needs of targeted student-groups

D. Plan Summary

Based on CDE guidelines: "A well-developed *Plan Summary* section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP."

The Plan Summary section will include:

- General Information
- Reflections: Successes
- Reflections: Identified Need
- LCAP Highlights
- Comprehensive Support and Improvement
- Monitoring and Evaluating Effectiveness

The information for the Plan Summary requirement of the LCAP will be derived from highlights of the "three circles" of the Strategic Plan framework (see page 5), namely:

- Student Learning
- Instructional Effectiveness
- Empowering Infrastructure

Furthermore, the final strategic plan will consist of <u>two</u> documents:

- (a) A 4-page "readers' digest" version, designed to be accessible to all LEA partners regardless of their level of "educational savvy"
- (b) A full report (typically 20-32 pages) intended for practitioners and decision-makers.

The LEA is encouraged to provide one or both versions in multiple languages, as needed.

Fees for Professional Services

Phase I : Development of a Community-wide Comprehensive Strategic Plan (October 2023-February 2024)	\$87,500
Phase II: Alignment of Strategic Plan and LCAP (March-April 2024)	\$26,000
Subtotal	\$113,500
Less Professional (15%)	(\$17,025)
Contract Total	\$96,475



11. E. Approval To Amend The Agreement Between the LPA Inc And Sunnyvale School District For The Sunnyvale Middle School 2-Story Classroom Building

Contact Person

Brandt Burns, Director, Facilities & Operations

Description

The original agreement between LPA and the District needed to be amended to reflect the new delineation of responsibilities for Sunnyvale Middle School's 2-Story Classroom Building. LPA will continue to be an integral part of the design, planning, and project, but with Blach Construction's Folia Building, a portion of LPA's original scope of work was removed.

The Folia building system, is a pre-checked Division of the State Architect (DSA) design that has a proprietary Architect of Record (AOR) associated with the design and engineering of the building. The Folia Buildings AOR is an architectural firm by the name of Quattrocchi Kwok Architects (QKA). QKA will be handling all of the design, planning, and construction administration for the entire project within the buildings.

LPA will continue to handle all of the design, planning, and construction administration for the entire project outside of the building itself. District staff lead the scope of service conversations and are confident and comfortable with the delineation of responsibilities as they are now shown.

The reduction in LPA's scope of work is shown in the attached proposal from LPA along with the subsequent reduction in overall fee.

The original agreement with LPA had a fee agreement of \$2,048,288.00, the new agreement with LPA has a fee of \$1,245,750.00.

Recommendation

It is recommended that the Board of Education approve the amendment to the agreement for LPA to provide a reduced scope regarding the architectural planning and designing services for the Sunnyvale Middle School 2-Story Classroom Building Project.

Supporting Documents



23_0905 Sunnyvale MS Classroom Building - Revised SOS

SUNNYVALE SCHOOL DISTRICT SUNNYVALE MIDDLE SCHOOL 8/8/2023



PROJECT DESCRIPTION/ ASSUMPTIONS

LPA, INC. is pleased to submit the following revised Scope of Services and Fee Proposal to assist the Sunnyvale School District (DISTRICT) with architectural and engineering design services for **Sunnyvale Middle School New Classroom Building**. The project consists of comprehensive services including pre-design/programming, schematic design, design development, construction documents, bidding, construction administration, and closeout. The project scopes consists of the construction of a new two story modular classroom building, student courtyard, and associated sitework. The District has entered into Contract with Blach Construction as their lease-leaseback Contractor and is working with an architectural consultant to develop drawings for the District-selected "Folia" building.

We understand the estimated hard cost construction budget for the project listed above are as follows:

Construction Budget: \$30,000,000

Project Drawing Packages

The project scopes will be "packaged" into the following drawings sets and are assumed to be submitted as an incremental DSA Application. Refer to the Matrix of Responsibility attached for additional information.

Drawing Package 1 - Sitework:

- Path of travel and accessibility upgrades required to service the new building
- Site utilities to within five feet of the modular "Folia" building, including water, sewer, storm drain, electrical, fire alarm, and low voltage.
- Paving, drainage, and landscape as required for the modular "Folia" building
- Student quad, including, paving, landscape, lighting, and perimeter fencing around this area of work

Drawing Package 2 - Building (By District Consultant):

 "Folia" modular building and all points of connection within five feet of the building

A separate interim housing package is outlined in Section 9 of this scope of services.

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project Administration services consisting of the following administrative functions:

- .01 Project-related research.
- .02 Weekly Meetings.
- .03 Communications.
- .04 Travel time.
- .05 Direction of the work of in-house personnel.
- 0.02 Inter Disciplinary Coordination/Document Checking services consisting of the following activities:
 - .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project provided by the Client.
 - .02 Review and checking of documents prepared for the Project.
- 0.03 Coordination services for Owner-supplied Data:
 - .01 Comprehensive Survey or scope areas including ground level survey data as necessary to determine accessibility requirements.
 - .02 Geotechnical Investigations/ Reports as required for new construction.
 - .03 Review and coordination of data furnished for the Project as a responsibility of DISTRICT inclusive of record drawings, California Environmental Quality Act (CEQA) requirements, etc. as provided to LPA by the District.
 - .04 Review of existing conditions including field verification of Owner-supplied data.

The following project phases are not applicable to all Drawing Packages as referenced above.

1 - PROGRAMMING/ PREDESIGN

Note: This phase and deliverables are complete.

Refer to original Agreement for scope of services. Three meetings were included and occurred.

2 - SCHEMATIC DESIGN

Note: This phase and deliverables are complete. Four meetings were included in the agreement and occurred during SD. The fee for this phase has been adjusted in 13-Compensation to reflect reduced scope for Structural, Mechanical and Electrical.

3 - DESIGN DEVELOPMENT

Due to a new building layout, the sitework and student quad will be revised to accommodate the revised footprint and relationships to programmed spaces in the building. This is expected to be a four week exercise after the revised footprint is finalized.

The Design Development phase will commence after approval of this revised concept from the District and approval of revised cost estimate by Blach Construction.

SUNNYVALE SCHOOL DISTRICT SUNNYVALE MIDDLE SCHOOL 8/8/2023



During the Design Development Phase, LPA, Inc. will provide the following services:

- 3.01 Architectural, Structural, Electrical, Lighting, Low Voltage / Fire Alarm, Civil, Landscape and Irrigation Design / Documentation which may include the following:
 - .01 Developed site plans, including site lighting and structural details
 - .02 Path of travel and fire access documentation
 - .03 Evaluation of existing site utilities, and identification of site utility connections to point of connection of building (five feet from the building) and coordination with District's consultant
 - .04 SWPPP Submittal and coordination
 - .05 Selection of interior and exterior materials and color palettes for the modular building
- 3.02 Project Development Scheduling services during the Design Development Phase consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.
- 3.03 Coordination with DSA as required for pre-application activities.
- 3.04 Four meetings are included in this phase.

4-CONSTRUCTION DOCUMENTS

Upon DISTRICT approval of the Design Development documents, scope of work, and budget, LPA, INC. will provide the following Construction Documents services:

- 4.01 Architectural, Structural, Electrical, Lighting, Low Voltage / Fire Alarm, Civil, Landscape and Irrigation Design / Documentation consisting of preparation of Drawings setting forth in detail the construction requirements for the Project. Civil documentation will include an Erosion Control Plan and wet utility connections as applicable. See attached Matrix of Responsibility.
- 4.02 Materials Research/Specifications during the Construction Documents Phase consisting of:
 - .01 Development and preparation of site describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project. See attached Matrix of Responsibility.

- .02 Coordination of the development of Specifications by other disciplines and District consultants.
- .03 Compilation of Project Manual including Conditions of the Contract and Bidding Documents provided to LPA by the DISTRICT and Specifications.
- 4.03 This phase will include a 50% CD and 100% CD / DSA Submittal deliverable.
- 4.04 Four meetings are included in this phase.

5 - DSA/ AGENCY PROCESSING

DSA Application Submittal and Processing services consisting of the preparation of the DSA application for both Increments; coordination with the District regarding Owner-supplied data / plan check fees; processing of plans through the required plan review process; coordination with the DSA regarding final approved plans; and, transmitting an electronic copy of the approved plans to the District. It is assumed that LPA will delegate responsibility to the District's consultant for the "Folia" building.

LPA will assist the District in providing documents required for the submittal of plans to the CDE including drawings and Education Specifications.

6 - BIDDING SUPPORT SERVICES

In the Bidding Phase, LPA, INC., shall provide the services designated necessary for LPA to assist the District and Contractor in obtaining bids. The District plans to bid this project before DSA approval. Delivery method for this project is Lease-leaseback. LPA will coordinate with District's Constractor and Consultant. LPA provide the following services:

- 5.01 Bidding support services consisting of organizing Bidding Documents for reproduction and distribution by District or Contractor.
- 5.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- 5.03 Bidding Support services consisting of:
 - .01 Participation in pre-bid conference(s) (as required in the Architect Professional Services Manual).

SUNNYVALE SCHOOL DISTRICT SUNNYVALE MIDDLE SCHOOL 8/8/2023



- .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .03 Attendance at bid opening(s) (as required in the Architect Professional Services Manual).

7 - CONSTRUCTION ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA shall provide services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction including:

- Coordination and paperwork submittal for approval of Project Inspector and start of construction forms (DSA 102).
- Construction observation and participation of weekly meetings
- Response and coordination of field trip notes.
- Submittal of verified reports
- Review and processing of change orders
- Review and processing of submittals and RFIs related to LPA's scope of work and coordination with District consultant's scope of work.

8 - CLOSEOUT

During the closeout phase, LPA will provide the services and paperwork necessary to reach project Certification by DSA.

- Develop punch list for LPA's scope of work
- Review of as built drawings
- Preparation of record drawings
- Review of O&M Manuals and Warranties
- Response to the DSA 90 day letter
- Coordinate all services for closeout with District and their consultants

9 - INTERIM HOUSING

The District intends to relocate or provide (3) three interim housing portables in the school's existing blacktop area. The following assumptions were made:

- This scope will be completed as a separate DSA submittal to the main project. It is assumed that the project can be reviewed over the counter.
- All buildings (new or relocated) and ramps are PC approved and no modifications will be made to the PC
- The buildings will be located on asphalt over aggregate base.
- Electrical connections to be provided from existing on-site utilities.

- Water and sewer utility connections will not be provided, as the District does not require sinks in classrooms.
- Fire alarm and low voltage design to be provided. An IDF rack, if required, will be provided within the classroom space.
- Minor work will be required to path of travel and accessibility upgrades to the final location of the portables which will be documented in the main DSA package
- If portables are new, modular manufacturer will be pre-selected and under contract with the leaseleaseback Contractor or District.

10 - EXCLUSIONS / QUALIFICATIONS

The services and items described below are specifically not included in the Architect's Fixed Fee.

9.01 Exclusions include the following:

- Topographic Survey/ Boundary Mapping
- Geotechnical Investigations
- Hazardous Materials Assessments
- Furniture/ Fixture/ Equipment (FF&E) Procurement
- Off-site design/ engineering as may be required by the City of Sunnyvale
- Specialty security design services
- Structural, Mechanical, Electrical, Fire Alarm, Low Voltage, Fire Sprinkler, Lighting for two story classroom building
- Structural, Mechanical, Electrical, Fire Sprinkler, Lighting for portables

11 - SCHEDULE

LPA developed the following accelerated schedule in order to submit to DSA in December 2023.

 Design Development
 9/7/2023 – 10/12/2023

 District Review
 10/13/2023 – 10/19/23

 Construction Documents
 10/20/23 – 12/7/2023

DSA Submittal 12/14/2023

Bidding 1/16/2023 – 3/5/2023 Construction 6/6/2023 – 7/25/2023

The temporary housing construction is intended to occur during Summer of 2024. LPA will develop a schedule for DSA approval prior to summer of 2024.

12 - CONSULTANTS

We propose to utilize in-house staff for architectural, landscape, civil, structural, and Electrical / Fire Alarm / Lighting engineering services. Outside consultants are as follows:

.01 Irrigation

.02 Low Voltage (Site & Interim Housing)

SUNNYVALE SCHOOL DISTRICT SUNNYVALE MIDDLE SCHOOL 8/8/2023



13 - COMPENSATION

LPA, INC. proposes to provide the services described herein for a Lump Sum Fixed Fee of Fee of One Million, One Hundred and Seventy Thousand Dollars (\$1,170,000).

Phase	Fee (%)	Fee Amount
Programming/Pre Design	4.4%	\$51,207
Schematic Design	12.3%	\$144,000
Design Development	20.7%	\$241,793
Construction Docs	25.6%	\$303,000
DSA / Agency Approval	6%	\$70,500
Bidding	2.4%	\$28,500
Construction Admin	25.6%	\$301,000
Project Close-out	3%	\$35,000
Grand Total	100%	\$1,175,000

LPA, INC. proposes to provide the services described herein for INTERIM HOUSING for a Lump Sum Fixed Fee of Fee of Seventy Five Thousand Seven Hundred and Fifty (\$75,750).

Scope	Fee Amount
1. Temporary Housing	\$62,750
2. Additional Path of Travel or Egress Improvements (if required)	\$8,000
Grand Total	\$70,750

Note: If items 2 and 3 are not required, they will not be billed.

LPA Project related expenses are included in the fees above. Any additional reimbursables will be as specifically requested by the District prior to any LPA incurred expense.



11. F. Approval of Change Order #01 - Fairwood ES HVAC & Roof Replacement



Contact Person

Brandt Burns, Director, Facilities & Operations

Description

Pursuant to the Public Contract Code, all change orders must be ratified by the Board of Education. This change order represents the first formal Change Order for the project, Fairwood ES HVAC & Roof Replacement, and documents reimbursement of unforeseen conditions found during construction and added work requested by the District not identified in the original scope of work. Once ratified by the Board of Education, the change order will be signed and forwarded to the Architect for formal documentation.

The original contract price awarded by the Board of Education to 101 Builders Inc, was \$2,972,411.00 Change Order #01 is in the amount of \$84,262.00 and will amend the contract amount to \$3,056,673.00

Recommendation

It is recommended that the Board approve Change Order #01 for the Fairwood ES HVAC & Roof Replacement

Supporting Documents



2020014 CCO 01_Signed



CHANGE ORDER: 1

COVER SHEET

School: Owner: Contractor:	Fairwood ES HVAC & Roof Replacement Sunnyvale School District 101 Builders Inc.	Change Order No.: 1 AEDIS No.: 2022014 DSA File.: Date: 9/12/2023	Appl. No.: N/A
	Original Contract Sum:	\$2,972,411.00	
	Net Change by Previous Change Order:		
Revise	ed Contract Amount Prior to this Change Order:	\$2,972,411.00	
Contrac	ct Amount to be adjusted by this Change Order:	\$84,262.00	
Prop	posed Contract Amount with this Change Order:	\$3,056,673.00	
	Contract time will increase by:	0	Calendar Days

The Contractor is hereby directed to make the changes as described in the attached Change Order: Description of Items. The Contractor shall proceed with the work after approval by the Division of the State Architect.

	Roll		
District Authority Sunnyvale School District	101 Builders Inc.		
Architect of Record Aedis Architects	Construction Administration Manager Aedis Architect		· · · · · · · · · · · · · · · · · · ·
Division of the State Architect		<u> </u>	



CHANGE ORDER: 1
DESCRIPTION OF ITEMS

School: Fairwood ES HVAC & Roof Replacement

Owner: Sunnyvale School District

Change Order No.: 1
AEDIS No.: 2022014

DSA File.:

Appl. No.: N/A

Date: 9/12/2023

DESCRIPTION OF ITEMS

Contractor: 101 Builders Inc.

Item No. 1

Reference PCO # 001

CCD Reference # 5

ADD:

\$13,336.00

Description:

Prep & paint 40 gas pipes and supports at Building C per RFI #5.

Time Ext.

0 Calendar Days

Reason:

Requested by:

Support Docs.:

Item No. 2

Reference PCO # 002

CCD Reference # 6

ADD:

\$8,850.00

Description:

New gas pipe supports per RFI #6 response, inlcuding demo &

Time Ext.

0 Calendar Days

removal of existing pipe supports.

Reason:

New pipe supports is required-

Requested by:

Support Docs.: None

Item No. 3

Reference PCO # 003

CCD Reference # 2

ADD:

\$24,834.00

Description:

MARQUEE ELECTRICAL

Time Ext.

Calendar Days

Provide power and data to marquee sign per attached drawings

Reason: Clarification

Requested by:

Electrical Engineer

Support Docs.:

CCD2-E1.1, CCD2-E5.1.

Item No.4

Reference PCO # 004

CCD Reference # 3

ADD:

\$21,206.00

Description:

PAINTING SCHEME

Exterior painting per attached drawings

Time Ext.

0 Calendar Days

Reason:

Clarification

Requested by:

Architect

Support Docs.:

CCD3-A6.01, CCD3-A6.02, CCD3-A6.03, CCD3-A6.04, CCD3-A6.05,

CCD3-A6.06, CCD3-A6.07.

Item No. 5

Reference PCO # 006

CCD Reference # 7

ADD:

\$9,953.00

Description:

Roof Repair on Building C

Time Ext.

Calendar Days

Reason:

Repair damaged roof decking

Requested by:

District

Support Docs.:

None



CHANGE ORDER: 1 **DESCRIPTION OF ITEMS**

School: Fairwood ES HVAC & Roof Replacement

Owner: Sunnyvale School District

Contractor: 101 Builders Inc.

Change Order No.: 1

AEDIS No.: 2022014

DSA File .:

Appl. No.: N/A

Date: 9/12/2023

DESCRIPTION OF ITEMS

Item No. 6

Reference PCO # 007

CCD Reference # 8

ADD:

\$19,364.00

Description:

Removal & disposal of lead-painted wood walkway deck.

Time Ext.

0 Calendar Days

Reason:

Existing structure have structural dryrot

Requested by:

District

Support Docs.:

None

Item No.7

Reference PCO # 008

CCD Reference # 9

ADD:

\$6,193.00

Description:

Installation of gas valve at Building C.

Time Ext.

0 Calendar Days

Reason:

Provide additional shut off point

Requested by:

District

Support Docs.:

None

Item No. 8

Reference PCO # 009R

CCD Reference # 10

ADD:

\$17,184.00

Description:

Conduit rerouting at south side of Building 'A'

Reroute communication conduits/wire.

Time Ext.

Calendar Days

Reason:

<E> canopy is to be demolished

Requested by:

District

Support Docs.:

None

Item No. 9

Reference PCO # 010R1

CCD Reference # 4

DEDUCT: -\$21,200.00

Description:

PAINTING SCOPE

Remove painting of Buildings 'D', 'E' and 'F' from scope of work

0 Calendar Days

Reason:

District direction

Requested by:

District

Support Docs.:

None

Item No. 10

Reference PCO # 011

CCD Reference # 11

ADD:

Time Ext.

\$4,458.00

Description:

BUILDING C SLEEPER SUPPORT

Time Ext.

0 Calendar Days

Reason:

Install electrical and condense and sleeper supports

Replace supports in kind

Requested by:

District

Support Docs.:

None



CHANGE ORDER: 1 DESCRIPTION OF ITEMS

School: Fairwood ES HVAC & Roof Replacement

Owner: Sunnyvale School District

Contractor: 101 Builders Inc.

Change Order No.: 1

AEDIS No.: 2022014

DSA File .:

Appl. No.: N/A

Date: 9/12/2023

DESCRIPTION OF ITEMS

Item No. 11

Reference PCO # 012

CCD Reference # 12

Replace rotten beam, reinstall top flashing and paint to match adjacent

ADD:

\$15,084.00

Description:

BUILDING B BEAM

Time Ext.

0 Calendar Days

beams

Reason:

Replace rotten beam in kind

Requested by:

District

Support Docs.:

None

Item No. 12

Reference PCO #

CCD Reference #

DEDUCT: -\$35,000.00

Description:

PROJECT ALLOWANCE

Time Ext.

Calendar Days

Reason:

Credit back for unused project allowance

Requested by:

District

Support Docs.:

TOTAL THIS CHANGE ORDER:

\$84,262.00

Attachments:

CCD2-E1.1, CCD2-E5.1.

CCD3-A6.01, CCD3-A6.02, CCD3-A6.03, CCD3-A6.04, CCD3-A6.05, CCD3-A6.06, CCD3-A6.07.



11. G. Approval of Change Order #01 - Vargas ES HVAC, Roof Replacement, & Painting Project @



Contact Person

Brandt Burns, Director, Facilities & Operations

Description

Pursuant to the Public Contract Code, all change orders must be ratified by the Board of Education. This change order represents the first formal Change Order for the project, Vargas ES HVAC, Roof Replacement, & Painting Project, and documents reimbursement of unforeseen conditions found during construction and added work requested by the District not identified in the original scope of work. Once ratified by the Board of Education, the change order will be signed and forwarded to the Architect for formal documentation.

The original contract price awarded by the Board of Education to 101 Builders Inc. was \$3,403.941.00 Change Order #01 is in the amount of (\$3,312.00) and will amend the contract amount to \$3,400,629.00

Recommendation

It is recommended that the Board approve Change Order #01 for the Vargas ES HVAC, Roof Replacement, & Painting Project.

Supporting Documents



2020015 CCO 01 Signed



VARGAS ES HVAC, ROOF REPLACEMENT, & PAINTING

CHANGE ORDER: 1

COVER SHEET

School: Vargas ES HVAC, Roof Replacement, & Painting Change Order No.: 1

Owner: Sunnyvale School District AEDIS No.: 2022015

Contractor: 101 Builders Inc. DSA File.: 43-54 Appl. No.: 01-120419

Date: 9/18/2023

Original Contract Sum: \$3,403,941.00

Net Change by Previous Change Order:

Revised Contract Amount Prior to this Change Order: \$3,403,941.00

Contract Amount to be adjusted by this Change Order: -\$3,312.00

Proposed Contract Amount with this Change Order: \$3,400,629.00

Contract time will increase by: 0 Calendar Days

The Contractor is hereby directed to make the changes as described in the attached Change Order: Description of Items. The Contractor shall proceed with the work after approval by the Division of the State Architect.

District Authority 101
Sunnyvale School District

101 Builders Inc.

Architect of Record Aedis Architects Construction Administration Manager Aedis Architect

Division of the State Architect



VARGAS ES HVAC, ROOF REPLACEMENT, & PAINTING

CHANGE ORDER: 1 DESCRIPTION OF ITEMS

School: Vargas ES HVAC, Roof Replacement, & Painting

Owner: Sunnyvale School District

Contractor: 101 Builders Inc.

Change Order No.: 1

AEDIS No.: 2022015

DSA File.: 43-54

Appl. No.: 01-120419

Date: 9/18/2023

DESCRIPTION OF ITEMS

Item No. 1

Reference PCO # 001

CCD Reference # 3

ADD:

\$8,862.00

Description:

Relocate <E> light switch to new wing wall in (12) Classrooms

Time Ext.

0 Calendar Days

Reason:

Electrical-related work due to HVAC obstruction.

Requested by:

District

Support Docs.:

None

Item No. 2

Reference PCO # 002

CCD Reference # 4

ADD:

\$5,070.00

Description:

Infill under slab duct/chase in (4) electrical rooms

Time Ext.

0 Calendar Days

Reason:

Cap off and abandon duct/chase

Requested by:

Architect

Support Docs.:

None

Item No. 3

Reference PCO # 003

CCD Reference # 5

ADD:

\$11,470.00

Description:

BARD CLOSURE

Time Ext.

Calendar Days

Install bard closure panel using rivets with existing flashing and then paint

Reason:

Close gap

Requested by:

Architect per site condition

Support Docs.:

None

Item No. 4

Reference PCO # 004

CCD Reference # 6

Remove (6) cage units, remove visible rust, spray with black paint, and Time Ext.

ADD:

\$1,286.00

Calendar Days

Description:

reinstall.

Reason:

District Request

Requested by:

District

Support Docs.:

None

Item No. 5

Reference PCO #

CCD Reference #

DEDUCT: -\$30,000.00

Description:

PROJECT ALLOWANCE

Time Ext.

0 Calendar Days

Reason:

Credit back for un-used project allowance

Requested by:

District

Support Docs.:



VARGAS ES HVAC, ROOF REPLACEMENT, & PAINTING

CHANGE ORDER: 1 DESCRIPTION OF ITEMS

School: Vargas ES HVAC, Roof Replacement, & Painting

Owner: Sunnyvale School District

Contractor: 101 Builders Inc.

Change Order No.: 1

AEDIS No.: 2022015

DSA File.: 43-54

Appl. No.: 01-120419

Date: 9/18/2023

DESCRIPTION OF ITEMS

TOTAL THIS CHANGE ORDER:

-\$3,312.00

Attachments:



11. H. Approval of Fundraising Activities



Contact Person

Daniel Poo, Principal, Columbia Middle School

Description

Fundraising activities conducted on behalf of the school or by official school-related organizations must be approved by the Board of Education.

Recommendation

It is recommended that the Board approve the fundraising activities as presented.

Supporting Documents



CMS Music Department Fundraising Form

SUNNYVALE SCHOOL DISTRICT

Fund Raising Request Form

Board Approval Date:		
Date Form Submitted: 9/25/23	School: Columbia Middle School (Separate form for each organization)	Organization: Music Boosters
Name of responsible person:	Warren Scott_ President/Chair of Sponsoring Organization	Daniel Poo Principal

Requested Fund Raising Activities – be as specific as possible in your descriptions

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If "no," describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
10/16/23 - 12/1/23	Fan Angel	No - Band, Orchestra, and Choir students and families.	No items will sold.	\$4,000	Music Department materials - reeds, new sheet music, strings, rosin.	Fan Angel is a 3 rd party application that solicits donations from the community and family members of our students.	15 minutes per class to describe and send home information	Minimal impact
11/1/23 - 4/1/23	World's Finest Chocolate	No - 7 th /8 th grade Band, Orchestra, and Choir students.	Chocolate Bars	\$200/student	This is an optional fundraiser for students who will attend our trip to Disneyland in the Spring. Students will be raising money to individual supplement towards the cost of their trip.	Students will given a box of 30 chocolate bars to sell at time. Students can only sell at school after the day has concluded. Students will also have the opportunity to sell to friends, family, and community members.	15 minutes to describe the parameters and logistics of the fundraiser.	Minimal impact

Approximate Dates of Event	Name of Business being used (if any)	Is this a schoolwide fundraiser? (yes/no) If "no," describe specifically who will be participating	List Item(s) to be sold	Anticipated \$ to be made from the fundraiser	What will the funds be used for?	Description of how item(s) will be sold	No. of instructional minutes used for fundraiser	Use of instructional time (i.e. impact on instr time. Provisions for non-participants during instr time)
10/18/23 - ongoing for school year	Happy Lemon - Boba Sales	No - A music booster parents will conduct the sales after school once a week (Wednesdays)	Boba Milk Tea	\$2000-3000	Food for the Disnelyand Trip	Items will be sold outside Mr. Scott classroom after school on Wednesdays by a parent.	None	No impact
5/14/23 and 5/21/23	N/A	No - Fundraiser will be conducted at both Spring Concerts	Various items, gift cards donated from local businesses.	\$3000	Music Department materials - reeds, new sheet music, strings, rosin	Gift baskets will be made and sold via a silent auction at both of the CMS Music Department Spring Concerts	None	No impact

R:PTA/Fundraising form



11. I. Approval of Board Policy 5148 - Child Care and Development @



Contact Person

Tasha L. Dean, Ed. D., Chief Teaching & Learning Officer

Description

The updates emphasize that a child's eligibility for transitional kindergarten enrollment will not impact family eligibility for a childcare or preschool program. Additional updates and details related to health and safety guidelines, program considerations for staff, and requirements related to facilities including new structures are included.

Recommendation

It is recommended that the Board approve Board Policy 5148 - Child Care and Development.

Supporting Documents



BP5148 Rev 1.2

Status: ADOPTED

Policy 5148: Child Care And Development

Original Adopted Date: 10/4/2012 Last Revised Date: 10/5/23 Last Reviewed Date: 10/5/23

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

The Board shall enter into a contract with the California Department of Social Services (CDSS) and/or California Department of Education (CDE) for the provision of child care and development services by the district.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community partners to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

When a district child care program is physically closed by local or state public health order, the district shall provide distance learning when required to do so as a condition of funding or when required by law.

Eligibility and Enrollment

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized child care services are provided to eligible families to the extent that state and/or federal funding is available and in accordance with enrollment priorities specified by CDSS and/or CDE Code 10271 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees in accordance with CDE guidelines.

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a childcare or preschool program. (Education Code 48000). Hours of enrollment can not overlap if dually enrolled.

Staffing

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications, experience, and training, and have satisfied all legal requirements.

Facilities

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

- 1. The use of existing district facilities that have capacity
- 2. Renovation or improvement of district facilities to make them suitable for such services
- 3. Purchase of relocatable child care facilities
- 4. Inclusion of child care facilities in any new construction
- 5. Agreement with a public agency or community organization for the use of community facilities

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

For a licensed child care center, any complaint alleging health and safety violations shall be referred to CDSS. (5 CCR 4611)

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The results of the evaluation shall be used to develop an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State 22 CCR 101151-101191	Description Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
5 CCR 18000-18434	Child care and development programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program

5 CCR 18220-18231	Alternative payment program
5 CCR 18240-18249	Resource and referral program
5 CCR 18270-18281	Program quality; accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4600-4687	Uniform complaint procedures and Williams complaints
5 CCR 80067-80067.2	Early Childhood Education Specialist Credential
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 48000	Transitional kindergarten
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch program
Ed. Code 56244	Staff development funding
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8337	Early Education Expansion Program
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Gov. Code 95000-95029.5	California Early Intervention Services Act
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 120440	Disclosure of immunization information to local and state health departments
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10200-10206	Early Childhood Development Act of 2020
W&I Code 10207-10215	General provisions
W&I Code 10207-10492.2	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks

W&I Code 10260-10263 Child care and development services for children with special needs W&I Code 10271 Eligibility, enrollment and priority of services; physical examinations; rules and regulations W&I Code 10271.5 Income eligibility Family member certified as eligible to receive benefits; definition W&I Code 10271.7 W&I Code 10272.5 Order of disenrollment W&I Code 10273 Preferred placement for otherwise eligible children ages 11 or 12 W&I Code 10276 Child Care and Development Fund notice to providers W&I Code 10290 Fee schedule for families using preschool and child care and development services W&I Code 10291 Families exempt from family fees W&I Code 10315 Transfer of information to public schools W&I Code 10332 Children residing in another district; use of facilities and personnel W&I Code 10491-10491.1 Expulsion and suspension procedures in childcare and development services programs **Federal Description** Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1232g 20 USC 1400-1482 Individuals with Disabilities Education Act 42 USC 1751-1769j School Lunch Program 42 USC 9831-9852c Head Start programs 42 USC 9857-9858r Child Care and Development Block Grant 45 CFR 98.1-98.93 Child Care and Development Fund 7 CFR 210.1-210.33 National School Lunch Program **Description Management Resources** CA Commission on Teacher Credentialing Proposed Amendments to Title 5 of the California Code of Publication Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023 CA Dept of Social Services Publication Child Care Transition: The Early Childhood Development Act of 2020 CA Dept of Social Services Publication American Rescue Plan Act Child Care & Development Division **FAO** CA Dept of Social Services Publication COVID-19 Licensed Child Care Facilities and Providers (FAOs) Court Decision CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892 Policy Statement on Expulsion and Suspension Policies in Early U.S. Department of Education Publication Childhood Settings, 2016 Website Osteopathic Medical Board of California

Website <u>Medical Board of California</u>

Website California Department of Social Services, Child Care Licensing

Website EveryChild California, an Association of Leaders Advancing Early

Learning

Website Office of Administrative Law

Website <u>Universal Prekindergarten, California's Great Start</u>

Website CSBA District and County Office of Education Legal Services

Website California Commission on Teacher Credentialing

Website California Association for the Education of Young Children

Website California Department of Education, Early Education Division

Website <u>California Department of Education, Early Education Management</u>

Bulletins

Website California Head Start Association

Website California School-Age Consortium

Website National Association for the Education of Young Children

Website U.S. Department of Health and Human Services

Website Commission on Teacher Credentialing

Website CSBA

Website <u>U.S. Department of Education</u>

Website <u>California Department of Public Health</u>

Cross References

Code Description 0000 Vision

0100 Philosophy

O200 Goals For The School District

Nondiscrimination In District Programs And Activities

0500 Accountability

1240 <u>Volunteer Assistance</u>

1240 <u>Volunteer Assistance</u>

1312.3 Uniform Complaint Procedures

1312.3 Uniform Complaint Procedures

1312.3-E(1) <u>Uniform Complaint Procedures</u>

1312.3-E(2) <u>Uniform Complaint Procedures</u>

1330 <u>Use Of School Facilities</u>

1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3312	Contracts
3523	Electronic Signatures
3523	Electronic Signatures
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4161.2	Personal Leaves
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check

4212.6	Personnel Files
4231	Staff Development
4261.2	Personal Leaves
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
4361.2	Personal Leaves
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111.1	District Residency
5111.1	District Residency
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	<u>Tuberculosis Testing</u>
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services

5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6020	Parent Involvement
6020	Parent Involvement
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6184	Continuation Education
6184	Continuation Education
7110	Facilities Master Plan



11. J. Approval of Board Policy 6174 - Education For English Learners



Contact Person

Tasha L. Dean, Ed. D., Chief Teaching & Learning Officer

Description

The purpose of this revised policy is to ensure that English Learners (ELs) are provided with programs that develop fluency in English as prescribed by law. The policy outlines the expectation of providing English learners with a challenging core curriculum and instruction that develops proficiency in English as rapidly and effectively as possible to assist students in becoming proficient students who are able to access learning.

Recommendation

It is recommended that the Board approve Board Policy 6174 - Education For English Learners.

Supporting Documents



BP6174 Rev 1.2

Status: ADOPTED

Policy 6174: Education For English Learners

Original Adopted Date: 10/18/2018 Last Revised Date: 10/5/23 Last Reviewed Date: 10/5/23

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner who has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students may be denied participation in any such course, if the course of study provided to the student is designed to remedy academic deficits incurred during participation and reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

- 2. A full course load of courses specified in Item #1 above
- 3. Other courses that meet the "A-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies

for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

- 1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
- 2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 - Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

- 1. Progress of English learners towards proficiency in English
- 2. The number and percentage of English learners reclassified as fluent English proficient
- 3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
- 4. The achievement of English learners on standards-based tests in core curricular areas
- 5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
- 6. Progress toward any other goals for English learners identified in the district's LCAP
- 7. A comparison of current data with data from at least the previous year in regard to Items #1-6 above

8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State 5 CCR 11300-11316	Description English learner education
5 CCR 11510-11517.5	California English Language Development Test
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 853	Administration of CAASPP
5 CCR 854.9	CAASPP and unlisted resources for students with disabilities
Ed. Code 200	Prohibition of discrimination
Ed. Code 300-340	English language education for immigrant children
Ed. Code 310	Language acquisition programs
Ed. Code 313-313.5	Assessment of English proficiency
Ed. Code 33050	Nonwaivable provisions
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 430-446	English Learner and Immigrant Pupil Federal Conformity Act
Ed. Code 44253.1-44253.11	Qualifications of teachers of English learners
Ed. Code 48345	Interdistrict instruction collaboration agreements
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52160-52178	Bilingual Bicultural Act of 1976
Ed. Code 56305	CDE manual on English learners with disabilities
Ed. Code 60603	Definition; recently arrived English learner
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 62002.5	Continuation of advisory committee after program sunsets
Federal 20 USC 1412	Description State eligibility
20 USC 1701-1721	Equal Educational Opportunities Act
20 USC 6311	State plan

20 USC 6312 Local educational agency plan

20 USC 6801-7014 Limited English proficient and immigrant students

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Website California Association for Bilingual Education

Website CSBA

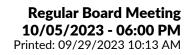
Website U.S. Department of Education

Cross References

Code Description

0200	Goals For The School District
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
3100	Budget
3100	Budget
4112.22	Staff Teaching English Learners
4131	Staff Development
4231	Staff Development
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction

6142.2	World Language Instruction
6142.2	World Language Instruction
6142.91	Reading/Language Arts Instruction
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6175	Migrant Education Program
6175	Migrant Education Program





12. INFORMATION AGENDA



12. A. Williams Uniform Complaint Settlement Quarterly Report 🖉



Contact Person

Jeremy Nishihara - Assistant Superintendent, Human Resources and Information Systems

Description

As required by law, under the Williams Uniform Complaint Settlement, a quarterly report must be provided to the Board of Education listing complaints filed regarding Textbooks and Instructional Materials: Facilities Conditions posing an emergency or health/safety threat; and/or Teacher Vacancies or Misassignments.

Reporting for the quarter beginning July 1 - September 30, - no complaints have been filed.

Supporting Documents



2023-24 Williams Quarterly Report Form Quarter 1 - signed

Academic School Year 2023-24 Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

District: Sunnyvale School District		
Person completing this form: Jeremy	Nishihara Title: Assist. Sup of HR and	ΙT
Quarterly Report Submission Date:	Jul 1 –Sep 30, 2023 (due Oct 27, 2023)	
(Please check one)	Oct 1 –Dec 31, 2023(due Jan 27, 2024)	
	Jan 1 – Mar 31, 2024 (due Apr 27, 2024)	
	Apr 1 –Jun 30, 2024 (due Jul 27, 2024)	
Date for information to be reported pu	olicly at governing board meeting: October 5, 2023	
Please check the box that applies:		
No complaints were filed with above.	any school in the district during the quarter indicated	
	ools in the district during the quarter indicated above. The ne nature and resolution of these complaints.	
GENERAL SUBJECT TOTAL AREA COMPL		

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Michael Gallagher, Ed.D.
Print Name of District Superintendent
Michael Gallagher dichael Gallagher (Sep 25, 2023 11:54 PDT)
Signature of District Superintendent
10/5/2023
Date

Please scan the original signed copy and email to:

Santa Clara County Office of Education – Equity and Educational Progress Division

Williams Settlement, wsettlement@sccoe.org





13. FUTURE MEETINGS/ADJOURNMENT

Quick Summary / Abstract

Thursday, October 19, 2023 at 6:00 PM Regular Board Meeting