

# Agreement Between the San Mateo County Office of Education and Cabrillo Unified School District

This Agreement is entered into this 1<sup>st</sup> day of August 2024, by and between the San Mateo County Office of Education, hereinafter referred to as “SMCOE,” and Cabrillo Unified School District, hereinafter referred to as “CUSD.”

\* \* \*

Whereas, it is necessary and desirable that SMCOE perform work/services for CUSD for the purpose of providing community school services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

## **2. Services to be performed by SMCOE**

In consideration of the payments set forth in this Agreement and in Exhibit B, SMCOE shall perform services for CUSD in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Payments**

In consideration of the services provided by SMCOE in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, CUSD shall make payment to SMCOE based on the rates and in the manner specified in Exhibit B. In no event shall CUSD’s total fiscal obligation under this Agreement exceed \$54,894.

## **4. Term**

The term of this Agreement shall be from August 1, 2024 through June 30, 2025.

## **5. Termination**

This Agreement may be terminated by SMCOE, by the SMCOE’s Deputy Superintendent of Business Services or his/her designee, or by CUSD at any time without a requirement of good cause upon thirty (30) days’ advance written notice to the other party. In the event of termination, SMCOE shall be entitled to keep payment for the one (1) student spot provided to CUSD.

## **6. Relationship of Parties**

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both SMCOE and CUSD is to create an independent contractor relationship.

**7. Hold Harmless**

Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, subcontractors, or employees.

**8. Insurance**

**a. General Requirements**

CUSD shall advise SMCOE of any insurance coverage requirements, and SMCOE shall provide evidence of appropriate coverage to CUSD upon request.

**b. Workers' Compensation and Employer's Liability Insurance**

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

SMCOE shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect SMCOE and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from SMCOE's operations under this Agreement, whether such operations be by SMCOE, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

**9. Retention of Records; Right to Monitor and Audit**

Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after CUSD makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**10. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**11. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**12. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SMCOE, to:

Name/Title: Kevin J. Bultema / Deputy Superintendent Business Services  
Address: 101 Twin Dolphin Drive, Redwood City CA 94065-1064  
Telephone: (650) 802-5300  
Facsimile: (650) 802-5528  
Email: kbultema@smcoe.org

In the case of CUSD, to:

Name/Title: Jennifer Marsh, Deputy Superintendent Business Services  
Address: 498 Kelly Avenue, Half Moon Bay CA 94019-6102  
Telephone: (650) 712-7100  
Facsimile: (650) 726-0279  
Email: [marshj@cabrillo.k12.ca.us](mailto:marshj@cabrillo.k12.ca.us)

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

**For CUSD:**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For SMCOE:**

\_\_\_\_\_  
Kevin J. Bultema  
Deputy Superintendent Business Services

\_\_\_\_\_  
Date

## Exhibit A

### Description of Services to be performed by SMCOE:

SMCOE will operate a Community School program located at 35 Tower Road, San Mateo CA 94402-4035. This program is designed to serve twenty-four (24) student spots for the 2024-25 fiscal year. District agrees student spots are purchased for the entire year. Student spots are assigned as follows:

- 12 CUSD Union High School District
- 8 San Mateo Union High School District
- 3 Jefferson Union High School District
- 1 Cabrillo Unified School District

The Gateway Community School will serve 9<sup>th</sup> – 12<sup>th</sup> grade students. This program will provide comprehensive A-G high school education for suspended or expelled students. Students will be supported by highly qualified teachers. Staffing will include para-professionals, counselors, campus supervisors and administrators.

Along-side academics, the program will continue to focus on the whole child by continuing implementation of restorative justice practices and social emotional learning. Restorative justice practices will incorporate a model that assists in reducing harmful behaviors, repairing harm to restore relationships, and understanding how to resolve conflict. In addition, students will be work through five social emotional domains; self-awareness, self-management, social awareness, relationship skills, and responsible decision making, that will allow them to understand themselves and others.

District of residence shall report Average Daily Attendance (ADA) to the California Department of Education (CDE). SMCOE will provide monthly attendance reports, credit recovery reports and discipline reports to all districts participating in the Gateway Community School program for that district's respective students one week after the close of the monthly attendance.

SMCOE agrees to follow the Student Attendance Review Board (SARB) process for any student in the program who experiences excessive school absences and will notify the district immediately of such action.

SMCOE shall not be responsible for transportation services.

SMCOE provides all students breakfast and lunch per the California Universal Meals program in 2024-25.

Additionally, although the SMCOE makes every effort to accept all district students who are referred to the Gateway Community School program, given the nature of the small school environment, the SMCOE may determine a particular student's educational needs are beyond the scope of the school's ability to serve that child. The site administrator, in collaboration with the student's home district administrator, may deny a student's acceptance into the program.

## Exhibit B

In consideration of the services provided by SMCOE described in Exhibit A and subject to the terms of the Agreement, CUSD shall pay SMCOE based on the following fee schedule and terms:

CUSD shall pay Fifty-Four Thousand Eight Hundred Ninety-Four dollars (\$54,894) per student "spot". CUSD agrees to one (1) student spot for the 2024-25 fiscal year. CUSD agrees to pay the full cost of one (1) student spot at \$54,894 for a total cost of \$54,894. SMCOE will submit invoices to CUSD in the amount of \$18,298 (1/3 of \$54,894) in the months of September, December and April with payment due within thirty (30) days.

SMCOE agrees to refund amounts in excess of the total amount needed to operate the program. If total costs are less than the total revenues received, CUSD will be paid a refund from SMCOE on a per student spot basis.

### Example:

Total cost of program is \$100,000 less than total revenue collected for the Gateway Community School program. Based on twenty-four (24) student spots served during the year, SMCOE would refund \$4,167 per student spot for a total refund to CUSD of \$4,167 (1 student spot x \$4,167).

Any refund, if determined and calculated, will be paid subsequent to the fiscal year end and will be paid to CUSD by no later than October 31<sup>st</sup>, 2025.